The Curators of the University of Missouri, for purposes of this Agreement includes its wholly owned direct and indirect subsidiaries (collectively “Curators”) previously, currently and hereinafter constituted.

VENDOR shall name Curators as an additional insured under VENDOR’S Commercial General and Umbrella Excess Liability policies. This additional insured coverage shall be primary without the right of contribution by any insurance carried by Curators with respect to claims arising out of VENDOR’S Services provided under this Agreement. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy.

**Indemnification**

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor’s operations, including damages of any kind, nature or description arising out of or attributable to the actual or alleged breach or violation of the provisions of this Agreement, HIPAA, the HIPAA Regulations, HITECH, or the HITECH Standards caused by [the negligence of] Business Associate, its employees, agents or subcontractors.

The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

VENDOR shall procure and maintain at its sole cost and expense for itself and its employees, and shall provide for its VENDOR Personnel or require its VENDOR Personnel to maintain insurance coverage for the term of this Agreement, and for all claims that may accrue during such Term, to protect against claims or liabilities that may arise directly or indirectly as a result of its performance or non-performance under this Agreement. This insurance shall include the following coverage written for not less than the following limits or as required by law, whichever is greater:

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than $5,000,000 Each Occurrence, $10,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Cyber and Privacy Liability** Contractor agrees to maintain Cyber and Privacy Liability insurance at a limit of not less than $10,000,000 Each Occurrence, $25,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability.

**Technology Errors and Omissions** Contractor agrees to maintain Technology Errors and Omissions insurance at a limit of not less than $5,000,000 Each Occurrence, $15,000,000 Annual Aggregate. **Coverage wording must include "breach of contract, consequential damages and additional insured in favor of the Curators**

Insurance specified herein shall be minimum requirements; VENDOR is responsible for providing any additional insurance deemed necessary to protect itself from claims in excess of the minimum coverage. None of the requirements contained herein as to coverage types or limits of insurance to be maintained by the VENDOR are intended to and shall not in any manner limit the liability of the VENDOR to the Curators hereunder. VENDOR shall be responsible for payment of its own insurance deductibles or self-insurance retentions.

The **Technology Errors and Omissions** would not be applicable to all agreements but should be requested for: gateways, POS Payment Applications and E-Commerce 3rd Party applications