

# UM Insurance Language Guide

Standard Clauses and Insurance Language



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University of Missouri  
Risk & Insurance Management

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# Key Components Checklist

Standard **Low Risk** Insurance Requirements (adjust limits and coverages based on risk level)

Coverage Requested			Coverage Received		Met Requirements
			Limit	Deductible	
General Liability	\$1m per occurrence	\$2m agg.			
Excess GL or Umbrella	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				
Auto Liability (If required in service performance)	\$1m per occurrence	Owned, Non-Owned & Hired automobiles			
Workers' Compensation	Statutory & Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit. (or provide evidence of monopolistic state coverage)				
Data Breach and Errors & Omission coverage:	Information tech or Intellectual Property Exposure: If the vendor or service is capturing, transmitting or has access to PII, PHI or PCI then add \$1,000,000 per occurrence minimum for low risk. Depending on the situation, please discuss with RIM.				
Additional Insured endorsement	The officers, employees, and agents of The Curators of the University of Missouri are to be <u>Additional Insured</u> with respect to the project to which these insurance requirements pertain.				
Cancellation	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.				
Carrier Rating	Any carrier providing coverage shall have a minimum "Best" rating of "A-VIII".				

## Red Flags for Insurance Language

- “Comprehensive” General Liability (should be “Commercial” General Liability) – “Comprehensive” was removed from the standard General Liability policy in 1985.
- Notification of “Material Change” or cancellation in our insurance coverage – there is no clear standard for this in the insurance industry. If this requirement cannot be eliminated (a “deal-breaker”), contact Risk & Insurance Management.
- Workers’ Compensation:
  - Named Insured and Additional Insured (not permitted due to the lack of employer/employee relationship)
  - Waiver of Subrogation (not permitted under most state WC laws)
  - Defense Base Act (trigger to contact Risk Management), it’s a special type of workers’ compensation insurance that is situation specific.
- Professional Liability Insurance (the University eliminates/strikes this requirement; individual situations can be evaluated case-by-case and in the context of the work performed and the University’s insurance coverage; please consult with RIM).
- Insurance Certificates/ Evidence of coverage letters:
  - Issued by the Risk Management office or by our insurance carriers at direction of RIM
  - Any requests for modifications should be referred to the Risk Management office, with a copy of the contract
  - The Insurance Certificate is not a binding insurance policy document – it is a “snapshot” of the insurance coverages at the time when the Certificate is issued
- Special notes – to refuse:
  - Evidencing or extending insurance coverage on behalf of students
  - Copies of insurance policy documents – we will not provide
  - Requirements to notify other parties of insurance issues by Certified Mail – refuse
- Limitation of Liability - Sample of unacceptable clause(s) –
  - The contractor shall not be liable for any loss, damage, claim or expense greater than the value of the contract. Limiting this recovery could adversely impact the University’s insurance coverage.
- 30 day cancellation:
  - Carriers will not include this language on certificates or on policies any longer, see revised cancellation clause in terms later in guide.

# Sample Insurance Certificate

**Quick Tips: Understanding the Acord Certificate of Insurance**

**1. PRODUCER**  
Insurance Agent/Broker who issues certificates.

**2. NAME OF INSURED**  
Must be the legal name of the contracting party.

**3. TYPES OF INSURANCE**  
Must include the types of insurance required by contract.

**4. POLICY FORM**  
"Claims made" or "occurrence" form; see Glossary for definitions.

**5. AGGREGATE LIMIT**  
An aggregate *per policy* limit applies for the entire policy year; a *per project* aggregate is applied to individual projects; a *per location* limit applies the aggregate separately to each location.

**6. ADDITIONAL INSURED/WAIVER OF SUBROGATION**  
The Curators of the University of Missouri additional insured with a waiver of subrogation.

**7. CERTIFICATE HOLDER**  
Must be The Curators of the University of Missouri

**ACORD® CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER:** Joe Bricker  
712 East Houston Street  
Austin, TX 78702-6151

**INSURED:** Charlie Company, Inc.  
200 East River Road  
Austin, TX 78722

**COVERAGES:**

NO.	TYPE OF COVERAGE	FORM	MODEL NO.	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE, GEN'L LIAB <input type="checkbox"/> CLAIMS MADE	Y	Y	WP6641235742	10/01/2010	10/01/2011	EACH OCCURRENCE AGGREGATE PER POLICY AND PER ACCIDENT FEDERAL & AVIATION GENERAL AGGREGATE PRODUCTS - SEPARATE
B	LEAD PENCILS AUTOMOBILE LIABILITY HIRE AUTO HIRE AUTO	Y	Y	6612345678	10/01/2010	10/01/2011	AGGREGATE PER POLICY AGGREGATE PER PROJECT PROPERTY DAMAGE AGGREGATE
C	INTELLIGIBLE INTELLIGIBLE	Y	Y	6612345678	10/01/2010	10/01/2011	EACH OCCURRENCE AGGREGATE
D	ADDITIONAL INSURED ADDITIONAL INSURED	Y	Y	6612345678	10/01/2010	10/01/2011	EACH OCCURRENCE AGGREGATE

**CERTIFICATE HOLDER:** The Curators of the University of Missouri  
1105 Carrie Franke Dr, Ste 109  
Columbia, MO 65211

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE MUST BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Joe Bricker

**8. POLICY EFFECTIVE DATE**  
Must be prior to or coincidental with effective date of contract.

**9. POLICY EXPIRATION DATE**  
If occurrence form, date must be on or after termination of contract.

**10. LIMITS OF INSURANCE**  
Must be the same or greater than required by contract.

**11. DESCRIPTION OF OPERATIONS**  
Typically used for additional information. Place, event times and projects are sometimes described here.

**12. NOTICE OF CANCELLATION**  
Refer to policy to determine carrier's practices regarding cancellation.

**13. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

**1. THE PRODUCER:** Produces or orders Certificate for Insured; answers questions, revises certificate to meet contract requirements.

**2. NAME OF INSURED:** Must be legal name of contracting party.

**3. TYPES OF INSURANCE:** Must include types required by contract.

**4. POLICY FORM:** Will indicate claims-made or occurrence form; see "9. Policy Expiration Date" for additional information.

**5. AGGREGATE LIMIT:** An aggregate *per policy* limit applies for the entire policy period (usually one year); a *per project* aggregate is applied to individual projects; a *per location* limit applies the aggregate separately to each location.

**6. ADDITIONAL INSURED/WAIVER OF SUBROGATION:** The certificate must include a "Y" for additional insured and waiver of subrogation.

**7. CERTIFICATE HOLDER:** Must be The Curators of the University of Missouri; address must include campus, department and contact person.

**8. POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.

**9. POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract. If "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.

**10. LIMITS OF INSURANCE:** Must be same or greater than required by contract.

**11. DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.

**12. NOTICE OF CANCELLATION:** Refer to policy to determine carrier's practices regarding cancellation.

**13. AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.

## General Insurance Requirements for All Insurers

These general requirements should be incorporated into every contract and should not be waived without consulting with Risk & Insurance Management.

The Curators of the University of Missouri require all insurers:

1. Licensed or approved to do business within the state of Missouri preferred
2. Write required insurance on an “occurrence” basis (professional liability and pollution liability are acceptable written on a “claims-made” basis).
3. Name The officers, employees, and agents of The Curators of the University of Missouri as “Additional Insured” on General Liability and other policies as specified by the contract. Please refer to the Contract Language section of this white paper for acceptable wording for this requirement.
4. Possess a minimum A. M. Best Insurance Guide rating of A-, VIII. A. M. Best rating is composed of two parts: the letter denoted the company’s financial strength level and Roman numeral denoted financial size.
5. Provide a completed Certificate of Insurance containing the following information:
  - a. Name and address of agent, phone number, and fax number
  - b. Name of insurance company(ies) and policy number(s)
  - c. Policy period
  - d. Name and address of insured
  - e. Description of coverage(s)
  - f. Policy limits
  - g. Special instructions or terms of coverage i.e. Additional insured
  - h. Signature of the insurer’s agent or representative and date
6. The University requires that all policies of insurance be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.

## Contract Language for Others

### Additional Insured

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### Certificate(s) of Insurance

Contractor agrees to provide the University a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate Holder address shall read: The Curators of the University of Missouri, (Campus location and address).

## **Cancellation Clause**

### Other party:

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.

This language is the minimum of what we want from the other party if they offer more, we'll accept without change.

## **Carrier Rating**

Any carrier providing coverage shall have a minimum "Best" rating of "A- VIII", depending upon risk level it could be higher.

## **Indemnification**

Intermediate (primary use)

The Contractor/Vendor 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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

Option B – limited or two-way indemnification:

To the extent permitted by Missouri law and without waiving or limiting sovereign immunity or any other applicable immunity, each party agrees to indemnify and hold harmless the other party and its directors, curators, officers, employees and agents for any and all liabilities, claims, demands, proceedings, actions, causes of action, judgments, damages, losses and expenses (collectively, "Claims") to the extent arising from or relating to the misconduct or negligence of itself or its officers, directors, employees, subcontractors or agents in connection with the performance of its obligations hereunder. This section shall survive termination of this Agreement.



## Limitation of Liability

Example language for a two-way limitation of liability:

Except for the parties' indemnity and insurance obligations under this agreement, neither party shall have any liability to the other party under this agreement and any of its exhibits for indirect, consequential, exemplary or incidental damages (including special damages or lost profits, even if advised of the possibility of such damages).

Vendor might attempt to cap the amount of liability owed in event of a claim or lawsuit. The University wants to avoid capping vendor's liability in this fashion.

Carve Out (optional or preferred) Example 1:

The total liability, if any, of Vendor and its affiliates for all damages and based on all claims, whether arising or relating to breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, arising from a product, licensed software, and/or service is limited to the price paid hereunder for the product, licensed software, or service giving rise to the liability.

Limitation shall not apply to:

- A. Third party claims for direct damages for bodily injury or death to the extent caused by Vendor's negligence or product defect;
- B. Claims of property damage to the extent caused by Vendor's negligence or product defect;
- C. Out of pocket costs incurred by University to investigate the breach, as required by law, which are caused by Vendor's unauthorized disclosure of PHI/PII. Such expenses include, but may not be limited to; patient notifications, forensics, legal expenses, credit monitoring, call center, damage to reputation; and,
- D. Fines/penalties levied against customer by government agencies citing Vendor's unauthorized disclosure of PHI/PII as the basis of the fine/penalty, any such fines or penalties shall constitute direct damages.

Carve Out Example 2 with cap:

Except with respect to claims of indemnity, breach of confidentiality, breach of data security obligations, and arising from a data incident (as set forth in section xx), in no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits/reputational harm, revenue, data, or use, incurred by other party or any third party, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages.

## **Liquor Liability**

Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause, and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents should be named as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

## **Property Insurance**

Contractor agrees, at all times during the Term, at its own expense, to carry and maintain, or cause to be carried and maintained, special peril (replacement cost) insurance in respect of the property.

## **Right to Revise or Reject**

The University reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsement, or to reject any insurance policies which fail to meet the criteria state herein. Additionally, the University reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

## **Self-Insurance Language**

If Contractor elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of \$250,000 annual aggregate) such self-insurance program must be acceptable to University's Risk and Insurance Management Office. Such insurance, whether procured or self-insured, will be considered primary as to any other valid and collectible insurance, but only as to acts of the named insured.

## **Umbrella or Excess 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 Curators of the University of Missouri, its officers, employees and agents as 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.

## **Waiver of Subrogation**

Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Right of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

## **Workers' Compensation & Employers' Liability**

Contractor may request a waiver of the workers' compensation requirements by completing the waiver form if they qualify or provide evidence of monopolistic state coverage. See Waiver at end of document.

# Insurance Template Requirements

## Generic Templates (Risk Levels)

### Insurance (low risk)

(Examples: Service Vendors; office lessee; travel agencies; photography; marketing consultants)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Note:** Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

**Business Auto Liability (If required in service performance)** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Data Breach** Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

## **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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 provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

## **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **Insurance (low risk) Small Business**

(Examples: vendors and contractors with less than 50 employees)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence. 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Note:** Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents are to be endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

**Business Auto Liability (If required in service performance)** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability (Waiver)** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit. **Waiver of this requirement** - If Contractor is not required to maintain coverage by Missouri State Statute and they submit a completed UM waiver form.

**Data Breach** Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **Insurance (medium risk)**

(Examples: auto repair (garage keepers); building and grounds maintenance such as tree removal, plumbing, electrical)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Data Breach** Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

## **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

## **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **Insurance (high risk)**

(Examples: childcare; elevator maintenance; pyrotechnical displays)

Please refer to Risk & Insurance Management for review

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

**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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers’ Compensation & Employers Liability** Contractor agrees to maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Data Breach** Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.



## Specific Services

### Cab Companies

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

### 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. 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.

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

### Charters

Refer to Risk & Insurance Management for review

### Aviation Charters

Refer to Risk & Insurance Management for review

Coverage is to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Aviation Liability Coverage** - \$5,000,000 per seat or capacity minimum as noted below, whichever is greater

Seat Capacity	Min. Required Limit
<10	\$50 million
<19	\$100 million
<40	\$250 million
40+	\$500 million
100+	\$750 million

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, 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 any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## Bus Charters

Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. Current satisfactory safety rating report (SAFER) should be submitted with certificate of insurance.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$5,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

## Contract Language

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, 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 any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

## **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **Clinical Studies**

Refer to Risk & Insurance Management for review

## **Construction (Installation, Replace, Labor key terms)**

Refer to either Planning, Design and Construction or Facilities, Planning and Development for handling and General Terms and Conditions.

## **Contracted Medical Services (Traveling/Temp Nurses)**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence. 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Professional Liability** Contractor agrees to maintain Professional Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 aggregate.

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

### **Farriers**

The Vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor arising from Vendor's business operation. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

The Vendor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages are as follows:

Farriers Liability or Commercial General Liability policy (that doesn't exclude Farrier operations)  
\$1,000,000/occurrence

The company must be at least A-, VIII rated by A.M. Best Company.

The Vendor 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 officers, employees, and agents of The Curators of the University of Missouri on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

## **Fireworks and Pyrotechnic Displays**

Refer to Risk Management for review depending on the nature of the display, but at a minimum for *low risk contracts only*: Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

**Commercial General Liability** Special Effects Contractor shall provide commercial liability insurance in the amount of \$5,000,000 per occurrence and \$10,000,000 aggregate.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$5,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

The Vendor 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 officers, employees, and agents of The Curators of the University of Missouri as 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.

## **Food Trucks**

Vendors must follow all campus processes as well.

The Vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor arising from Vendor's business operation. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

The Vendor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages are as follows:

- Commercial General Liability \$1,000,000/occurrence \$2,000,000/aggregate
- Automobile Liability \$1,000,000/occurrence
- Workers' Compensation Statutory
- and Employer's Liability 100,000/\$500,000/\$100,000

The company must be at least A-, VIII rated by A.M. Best Company.

The Vendor 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 officers, employees, and agents of The Curators of the University of Missouri as 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.

## **Garage Keepers Liability**

(Example: auto body shop, towing service)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

The Contractor agrees to maintain Garage Keepers Liability with limits of \$500,000 for each comprehensive and collision limits and Garage Liability in place of Commercial General Liability with limits of \$1,000,000 per occurrence, \$3,000,000 aggregate.

The Vendor 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 officers, employees, and agents of The Curators of the University of Missouri as 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.

## **Hazardous Materials Activities**

Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed

by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

**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 officers, employees, and agents of The Curators of the University of Missouri 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.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Pollution Liability Contractor** agrees to maintain Pollution Liability at a limit not less than \$10,000,000 Each Occurrence, \$10,000,000 Annual Aggregate.

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**

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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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

### **I.T. Services/Tech Transfer (Software)**

Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

Consultant agrees to maintain Data Breach coverage to cover claims arising out of the negligent acts, errors or omissions of Consultant, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

(If capturing, transmitting or access to PII, PHI or PCI)

### **Medical Services (Service Technicians and Sales Reps in operating rooms)**

**Commercial General Liability** Insurance, including but not limited to blanket contractual liability coverage, products and completed operations, premises-operations, and independent contractors coverage, for bodily injury including death, personal injury and property damage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate with The officers, employees, and agents of The Curators of the University of Missouri as additional insured.

**Auto Liability** (if driving on premises) at least \$1,000,000 CSL

**Data Breach and Errors & Omission coverage:** \$1,000,000 (If setting up hardware or running of software or in room with a patient)

**Professional liability** of \$2,000,000 per occurrence/ \$5,000,000 annual aggregate for scope of service of “recommending use” if not included in the product liability coverage above.

**Workers’ Compensation** Insurance with statutory limits or a State Certificate of self-insurance; Employers’ Liability not less than \$1,000,000

### **Contract Language**

The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. 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. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

**Pollution Liability**

Refer to Risk & Insurance Management for review

Provides coverage for a pollution or remediation at the entity’s site. Also required for those who may transport, dispose or store (TD&D) our hazardous waste or be involved in remediation efforts on our site. Limits determined by contract review and discussion with RIM.

**Professional Liability**

Provides professional errors and omissions liability for specific types of professions. Specific coverage is below; however, should be determined by Contract review and discussion with RIM.

Consultant agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Consultant, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

Architect & Engineers	\$1Million /\$2Million
Medical/Psychologists Malpractice	\$1Million /\$3Million
Lawyers’ Legal Liability (Scheduled Clinics)	\$1Million/\$2Million
Securities E&O	\$1Million/\$2Million
Multi-Media Services	\$1Million/\$2Million
Entertainment (for Film Production) Policy	\$1Million/\$2Million
Title Work	\$1Million /\$3Million

**UAS (Drones)**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The

requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Liability** Contractor agrees to maintain Commercial General Liability (that does not exclude the use of UAS's) or Aviation Liability at a limit of not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting use of UAS. The officers, employees, and agents of The Curators of the University of Missouri are to be endorsed as additional insured.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

### **Valet Services**

**Garage Keepers and Garage Liability** The Contractor agrees to maintain Garage Keepers Liability with limits of \$500,000 for each comprehensive and collision limits and Garage Liability in place of Commercial General Liability with limits of \$1,000,000 per occurrence, \$3,000,000 aggregate.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

### **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. 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **Special Effects See Fireworks**

## **Standard Office Lease Language**

### **Lease TO others (Curators are the landlord)**

- **Commercial**

- Insurance**

- (a) The Lessee shall maintain, during the term of this lease, Commercial General Liability insurance that covers the leased premises, "including, but not limited to, campus parking facilities, sidewalks, ramps and stairs, which provide access to the leased facility." The Commercial General Liability policy with limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate shall include contractual liability, personal injury liability, and property damage to rented or leased property.
    - (b) The officers, employees, and agents of The Curators of the University of Missouri are to be named as "Additional Insured". A copy of the additional insured endorsement that applies to this contract should accompany the certificate of insurance sent to the University.
    - (c) In the event that the Lessee fails to maintain and keep in force the insurance, the Lessor shall have the right to cancel and terminate the established contract forthwith and without notice. The Lessee shall advise each insuring agency to automatically renew all policies and coverage in force at the start of, and resulting from, this contract until notified coverage requirements are revised. Certificates of insurance indicating the required minimum coverages as outlined above should be provided the landlord prior to commencement date.
    - (d) The Lessee shall defend, indemnify, and hold harmless The Curators of the University of Missouri, its governing board, employees and agents against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Lessor or otherwise) occurring in connection with or in any way incident to or arising out of this occupancy, use, service, or operations, in connection with this contract, resulting in whole or part from the negligent acts or omissions of Lessee, employee, agent or representative of Lessee. Lessee will agree to follow proper methods of disposal of any chemical or pollutant used and will indemnify The Curators of the University of Missouri from any

liability from the failure to do so. The lessor shall not be required to maintain insurance against theft within the Leased Premises or the Building.

- (e) Policies of insurance that Lessee is required to maintain shall be issued by solvent and reputable insurance companies (minimum A. M. Best Rating A-, VIII) and in such form as are acceptable to Lessor. Lessee is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days of cancellation. The University reserves the right to request a copy of the policy.

## **Lease FROM Others (Curators are the tenant)**

### **Insurance**

- (a) The Lessee shall maintain, during the term of this lease, Commercial General Liability self-funded program that covers the leased premises. The Commercial General Liability self-funded program shall have limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate, shall include contractual liability, personal injury liability, and property damage to rented or leased property.
- (b) Lessee is required to maintain coverages or self-funded program as stated and required to notify the Landlord of a carrier change.

## **Standard Residential Lease (Curators are Lessor/Landlord)**

Lessee shall bear and assume the risk of any loss with regard to all personal property of Lessee or guests which is kept or maintained on the Leased Premises. Lessee is advised that the Lessor does not purchase property insurance covering the loss of or damage to Lessee's personal property, the Lessor assumes no responsibility for the payment of any such loss, and that Lessee is required to carry renters insurance throughout the term.

The Lessee agrees to reimburse University for all damage to the structure in which the Lessee is housed and all damage to, or loss of, any fixtures, furnishings, or property furnished under this contract caused by the act or negligence of the Lessee. Lessee agrees to reimburse University for damage to common areas of the facility when individual causing the damage cannot be identified.

Lessor will maintain its own special perils coverage on the leased premises.

## **Contract Language for The Curators of the University of Missouri**

### **General Insurance provided by the University**

The Curators of the University of Missouri has a self-funded program for its auto and general liability losses. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents and employees.

The auto and general liability program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made".

The Curators of the University of Missouri are an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Workers' Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure.

The University is required to maintain coverages as stated and notify the Party of a carrier change.

For any other insurance requirements of the University or situation not addressed in this guide, please contact Risk & Insurance Management to discuss.

**REQUEST FOR WORKERS' COMPENSATION WAIVER**

DATE: October 31, 2022

JOB/CONTRACTOR REFERENCE NUMBER:

To Whom It May Concern:

I, \_\_\_\_\_, acknowledge that I am an independent contractor of The Curators of the University of Missouri for the above captioned job/contract.

In connection with the contract between us, I hereby request that The Curators of the University of Missouri waive the contractual obligation that I carry the standard Workers' Compensation and Employers' Liability insurance for the following reasons:

1. I have fewer than five (5) employees and, therefore, am not legally required to have such insurance;
2. I agree to be responsible for any injuries to myself or persons employed or otherwise engaged by myself for the purpose of completing the obligations contained in the captioned job/contract;
3. In consideration for the requested waiver, I agree to indemnify and hold harmless The Curators of the University of Missouri from any and all claims for personal injury, including death, brought against The Curators of the University of Missouri or its officers, employees or agents by myself and/or persons employed or otherwise engaged by myself and related, directly or indirectly, from our provision of services in completing the obligations contained in the captioned job/contract.

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SIGNATURE

