

LAFAYETTE COLLEGE
SERVICES PROVIDER INSURANCE REQUIREMENTS FOR SERVICES AGREEMENT

The Service Provider (Provider) shall maintain, at its own expense, throughout the Contract and any extensions thereof, the insurance coverages and minimum required limits as described below. Failure by the Provider to maintain any required insurance coverages shall be deemed a material breach of the terms of the Contract and College shall exercise all appropriate rights and remedies, including termination.

Insurance Companies and Underwriters

All policies must be written with carriers who are licensed to write business in the state that work is being performed, generally the Commonwealth of Pennsylvania. Carriers must maintain an AM Best Rating of A- or better, with a financial size category of X or better.

Certificates of Insurance

Prior to commencing work, and then upon any change or renewal of any insurance coverage throughout the Contract term, the Provider shall provide LAFAYETTE COLLEGE with a certificate of insurance. A duly authorized representative of each insurer must execute the certificate of insurance and it must show coverage in compliance with the insurance requirements. Copies of required Additional Insured and waiver of subrogation endorsements must be included with the certificate of insurance. Failure of LAFAYETTE COLLEGE to demand a certificate of insurance showing evidence of full compliance including Additional Insured Status is not a waiver of the required coverages.

Additional Insured Status

LAFAYETTE COLLEGE its members, subsidiaries, directors, officers, and employees shall be included as Additional Insureds under the commercial general liability and business auto liability policies as described in the following table. Additional insured coverage under the commercial general liability section shall include both the ongoing operations (CG 20 10 or equivalent) and completed operations hazards (CG 20 37 or equivalent).

Non-Contributory Coverage

All policies of insurance described shall be on a primary basis non-contributory with any other insurance coverages and/or self-insurance carried by College.

Waiver of Subrogation

The Provider waives all rights of subrogation against LAFAYETTE COLLEGE, its members, subsidiaries, directors, officers, and employees for recovery of damages to the extent these damages are covered by any of the Provider's insurance policies described in the following table. All required policies should be endorsed to include a waiver of subrogation in favor of LAFAYETTE COLLEGE, its members, subsidiaries, directors, officers, and employees.

Subcontractors

Provider certifies that Subcontractors of all tiers are required to meet the coverage requirements described herein.

Notice of Cancellation/Material Change

All policies required above shall include an endorsement that provides 30 days written notice of cancellation or material change from the insurance carrier. Notices of cancellation are to be sent to:

LAFAYETTE COLLEGE, 730 SULLIVAN ROAD, 030 MARQUIS HALL, EASTON, PA 18042-1798

A Workers' Compensation and Employers Liability	Provider shall maintain workers compensation and employers liability insurance. The workers' compensation insurance shall meet all applicable statutory requirements in the state in which the work is to be performed. Coverage must apply to all employees including, but not limited to, sole proprietors, members, partners, officers, and directors. The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$1,000,000 for each employee for each accident for bodily injury by accident or disease.
B Commercial General and Umbrella Liability	Provider shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project. CGL insurance shall be written on ISO occurrence based form <u>CG 00 01 10 93</u> (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, bodily injury, products liability, completed operations, contractual liability, and personal injury and advertising injury. In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies. The College shall be included as an additional insured under the CGL, using ISO Additional Insured Endorsement <u>CG 20 10 11 85</u> or a substitute providing equivalent coverage, and

	under the commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary, non-contributory, and not excess coverage with respect to any other insurance or self-insurance programs afforded to, or maintained by the College.
C Business Auto and Umbrella Liability	Provider shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Business auto coverage shall be written on an occurrence based ISO form <u>CA 00 01</u>, <u>CA 00 05</u>, <u>CA 00 12</u>, <u>CA 00 20</u>, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of <u>CA 00 01</u>.
D Cyber Liability	<i>If the Provider does not access the College's network, the following coverage is not required.</i> If applicable, Provider shall maintain cyber liability technology E&O / technology products E&O with a limit of not less than \$1,000,000 and in the annual aggregate, inclusive of defense costs and breach response sub limits of at least 50% of the liability limit. Such insurance shall cover liability arising out of network security / privacy liability including: 1. Computer or network systems attacks 2. Denial or loss of service 3. Introduction, implantation, or spread of malicious software code 4. Unauthorized access and use of computer systems 5. Privacy liability 6. Breach response coverage If policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement. Lafayette College must be named as an Additional Insured on the Cyber Liability policy. Further an appropriate endorsement deleting the Insured v. Insured exclusion must be evidence, so as not to impede a claim by College and subsidiaries for a wrongful act of the Provider.
E Crime	<i>If the Provider does not enter College owned properties, the following coverage is not required.</i> If applicable, Provider, at its sole cost and expense, shall obtain and maintain in full force and effect, Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1,000,000. The insurance shall name Lafayette College as a loss payee.

F Contractor's Pollution Liability	If applicable, Contractor shall purchase and maintain in force insurance for contractors' pollution liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; mold coverage; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; with respect to any loss arising from the insured facility. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. The per claim deductible shall not exceed \$150,000. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of (but not limited to) smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants into land, ground water or the atmosphere. Any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of ten years beginning from Completion of the Project. The Company and Manager shall be named an insured under this section. The Company may agree, at its discretion to insure such exposures (with terms and conditions as noted above).
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