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Vendor Agreements

Insurance and Related Requirements

Minimum Insurance Coverage and Requirements

The [Vendor] shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, [Texas Tech University System/Texas Tech University/Texas Tech University Health Sciences Center/Texas Tech University Health Sciences Center - El Paso/Angelo State University] (TTUS) shall not be deemed or construed to have assessed the risk that may be applicable to the [Vendor] under [Contract/PO identifier]. The [Vendor] shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The [Vendor] is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverage

1. Aviation General Liability – may be included in the aircraft hull and liability policy
 - Premises and Operations
 - Products/Completed Operations
 - Blanket Contractual
 - Independent Contractors
 - Hangar keeper’s
2. Aircraft Liability (Pilots are not included in the passenger count for required limit purposes)
3. Workers’ Compensation and Employers’ Liability – Workers’ Compensation (Coverage A) and Employers’ Liability (Coverage B)
4. Umbrella Policy if required to meet minimum required limits.

Limits Required

The [Vendor] shall carry the following minimum limits of liability as required below:

Aviation General Liability	
Premises/Operations	\$2,000,000
Products/Completed Operations	\$2,000,000
Blanket Contractual	\$2,000,000
Independent Contractors	\$2,000,000
Hangar keeper’s	\$2,000,000
Aircraft Liability (Limit per accident)	
Under 10 passengers	\$20,000,000
11 to 20 passengers	\$30,000,000
21 to 30 passengers	\$50,000,000
31 or more passengers	\$100,000,000
Workers’ Compensation	
All destination states, territories & countries	Statutory
Employer’s Legal Liability	\$1,000,000

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Additional Requirements

Aviation General Liability (AGL)

Aviation General Liability (AGL) will include (such coverage may be included in the Aircraft Hull and Liability policy):

- Premises and Operations
- Products/Completed Operations and liability assumed under contract
- Liability assumed under contract including tort liability of another assumed in a business contract

Aircraft Liability.

- The limits cited above are minimum and required and smooth (combined single limit) without regard for actual number of passengers on board and shall have no passenger sub-limits.
- Breach of warranty. Shall also be endorsed to provide that, with respect to the interests of TTUS, such insurance shall not be invalidated or minimized by any inaction, omission, or misrepresentation by the Named Insured or any other person or party (other than TTUS) regardless of any breach or violation of any warranty, declaration, or condition contained in such policies.

Named Pilot. All pilots flying an aircraft with TTUS employees or students on board must be listed on the Named Pilot warranty, or meet the requirements of the Open Pilot warranty on the policy for the aircraft.

Covered Pilot. All pilots flying for TTUS will either be a named insured or an employee of the owner of the aircraft.

All Policies

Must be written on a primary basis, non-contributory with any other insurance coverage and/or self-funded plans which TTUS maintains.

Shall name *TTUS* and its Board of Regents, officers, employees, agents, and volunteers as Additional Insured on ISO endorsement CG 20 26 07 04 or its equivalent. The policy shall include ISO endorsement CG 20 01 04 13 or its equivalent.

Must include a waiver of subrogation clause favoring TTUS.

Must be issued by a carrier licensed in Texas with a minimum A.M. Best Rating of A-X.

The AGL policy shall contain no endorsements or modification limiting the scope of coverage for liability assumed under a contract, or liability arising from pollution.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the *TTUS*, except when cancellation is for non-payment of premium; then ten (10) days' prior notice

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may be given. Such notice shall be sent directly to *TTUS Representative's Name and Address*. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the *TTUS* of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.