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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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-funded plans which Texas Tech University maintains.

Coverage

1. Commercial General Liability – ISO from CG 00 01 or its equivalent. Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assume in a business contract)
 - Independent Contractors
2. Automobile Liability – Coverage to include:
 - Owned Vehicles
 - Leased Vehicles
 - Hired Vehicles
 - Non-Owned and Employee Non-Owned Vehicles
 - Personal Injury Protection (where applicable)
3. Workers' Compensation and Employers' Liability – Workers' Compensation (Coverage A) and Employers' Liability (Coverage B) NOTE: If the vendor is an individual or sole proprietor with no employees, this coverage cannot be obtained and should be deleted. Independent contractor language in the agreement would be appropriate or the execution of an independent contractor affidavit. (Available from TTUS ORM.)
4. Liquor Liability – If the vendor is operating a business that distributes, sells, or serves alcoholic beverages or if their activities require a liquor license, they must maintain liquor liability insurance that includes TTUS and its Board of Regents, officers, employees, agents, and volunteers as additional insured.
5. Third Party Fidelity or Crime Insurance (if applicable) – If the vendor is operating on TTUS premises (such as janitorial services), it is recommended this coverage be provided. NOTE: If the vendor is an individual or sole proprietor with no employees, this coverage cannot be obtained and should be deleted.

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Coverage shall include employee dishonesty, including endorsement client’s property (ISO endorsement CR 04 01 or equivalent). If a crime insurance policy is not used, third party fidelity coverage shall be provided for in limits as stated below in 1.

1. The coverage shall be issued with limits of 50% of the contract value or \$100,000 – whichever amount is greater.
2. The coverage shall include coverage for all employees of the Contractor.
3. The coverage shall not include coverage for extended theft and mysterious disappearance.
4. The coverage shall not contain a condition requiring an arrest and conviction.

Limits Required

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

Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
Liquor Liability (if applicable)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection (if applicable)	Statutory
Workers’ Compensation	
Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers’ Liability)	\$1,000,000 \$1,000,000 \$1,000,000
Crime Coverage (if applicable)	50% of the contract value or \$100,000, whichever is greater

Additional Requirements

Commercial General Liability (CGL)

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General

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Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum required occurrence limit.

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

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

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by *TTUS*.
- Must include a Waiver of Subrogation Clause.

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 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.