



Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

INSURANCE

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State
University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Insurance Minimum Limits and Requirements for Standard Supplier Agreements (no services to be performed)

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below insurance. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements; therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability policy.

Primary Coverage

For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.