

Stephen F. Austin State University, a member of The University of Texas System
Insurance Requirements
(Revised 5/15/2024)

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the SFASU Procurement & Business Services Department. Acceptance of the certificate of Insurance (COI) by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Workers' Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

All policies shall name The University of Texas System Board of Regents, The University of Texas System, Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers as Additional Insureds. A Waiver of Subrogation in favor of the University/Additional Insureds and a thirty (30) day notice of cancellation is required on all policies. Primary and Non-Contributory language is to be provided on the COI for the Commercial General Liability and Business Auto insurance. This is not applicable to the Workers' Compensation policy.

The Workers' Compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by SFASU. The University's standard insurance requirements for contractors are as follows:

TYPE OF COVERAGE	LIMITS OF LIABILITY
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|---|-------------|
| 1. Workers' Compensation Coverage on a statutory basis and | |
| Employer's Liability with \$1,000,000 each occurrence/aggregate | |
| Employers Liability - Each Accident | \$1,000,000 |
| Employers Liability – Disease - Each Employee | \$1,000,000 |
| Employers Liability – Disease - Policy Limit | \$1,000,000 |

Workers' Compensation policy must include identification of the U.S. states where Contractor is to perform Work for University.

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| 2. Commercial General Liability | |
| a. \$1,000,000 each occurrence | |
| b. \$1,000,000 damage to rented premises | |
| c. \$2,000,000 general aggregate | |
| d. \$2,000,000 products/completed ops | |

EXCEPT THAT for charter bus services, the Contractor shall provide the following:
Comprehensive General Liability \$5,000,000 combined single limit

Contractor's Commercial General Liability Insurance policy must be on an ISO CG 00 01 or a substitute form providing equivalent coverage that includes bodily injury, property damage and

liability assumed under an insured contract, including defense costs with respect to liability arising out of activities performed by or on behalf of Contractor.

3. Business Auto Liability Insurance must be on an ISO CA 00 01 or substitute form providing equivalent coverage that covers all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage.

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Contractors transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.

EXCEPT THAT for charter bus services, the Contractor shall provide the following:
Business Automobile Liability - \$5,000,000 combined single limit

4. Aircraft Liability Insurance \$1,000,000 per passenger
Required ONLY for charter aircraft services, and the Aircraft Liability Insurance Policy must name the State of Texas and its employees as additional insured.
5. Environmental Impairment \$1,000,000 Each Occurrence
Liability (EIL) and/or Pollution Liability
Required ONLY IF the purchase includes environmental issues
6. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each claim, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor under this Agreement. Contractor warrants that any retroactive date under that policy shall proceed the Effective Date of this Agreement; and that Contractor will either maintain continuous coverage under such a policy or Contractor will procure and maintain an extended reporting period under the policy that can be exercised for a period of two (2) years starting on the later of the time Work under this Agreement is completed, or the time the policy expires or is cancelled. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

[Note: If this Agreement involves construction on property owned by The Board of Regents of The University of Texas System, please contact the UT System Office of Risk Management for guidance and relevant insurance requirements.]

[Note: If this Agreement poses potential risks related to data privacy, network or information security, please contact the UT System Office of Risk Management for guidance on relevant insurance requirements and seek review of the contract by the Institution's Information Security Officer.]

7. Contractor's Employee Dishonesty Insurance will be endorsed with a Client's Property Endorsement (or equivalent) to protect the assets and property of university with limits of not less than [Option: \$500,000] [Alternate Option: \$1,000,000] per claim. If Contractor has property of university in its care, custody or control away from University's premises, Contractor will provide bailee coverage for the replacement cost of the property. Contractor's Employee Dishonesty policy will name University as Loss Payee. **Note: Limit amount should be adequate to cover University's exposure. Appropriate limit will depend on the subject matter of this Agreement.**

8. Contractor will maintain Cyber Liability insurance with limits of not less than \$10,000,000 for each cyber incident and that provides coverage for:
- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of university data, whether by Contractor or any subcontractor or cloud service provider used by Contractor.
 - Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of privacy counsel, credit monitoring and identity fraud resolution services for affected individuals.
 - Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties.
 - Liability for technological products and services.
 - PCI fines, fees, penalties, and assessments.
 - Cyber extortion payment and response costs.
 - First and Third-Party Business Interruption Loss resulting from a network security failure or system failure.
 - Affirmative GDPR coverage.
 - Costs of restoring, updating, or replacing data; and
 - Liability losses connected to network security, privacy, and media liability.

If the Cyber Liability policy is written on a claims-made basis, then (a) Contractor must ensure that the retroactive date for that policy is prior to the commencement of this Agreement, and (b) if non-renewed at any time during and up until the Work under this Agreement is completed, or the Agreement expires, is terminated or is cancelled, Contractor shall purchase an Extended Reporting Period for at least a two-year period.

Insurance requirements will be stated in the contract. Additional requirements may apply depending on the nature of the services to be provided.