**INSURANCE REQUIREMENTS**

Without limiting any liability of or any other obligation of the Contractor, unless more specific insurance provisions are included in a contract or the purchase order, the Contractor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Contract, insurance as described in this guideline. The parties may mutually agree to a waiver from such requirements agreed to in writing by Texas Tech University (“TTU”) Procurement Services.

Consistent with its status as an independent contractor, Contractor will carry and cause its subcontractors to carry at least the following insurance, with companies authorized to do business in Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code. TTU in no way warrants that these limits are sufficient to protect Contractor from liabilities that might arise out of the performance of the scope of work and the Contractor is advised to consult with the proper professionals.

Contractor will assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverages. Contractor is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. All policies will be written on a primary basis, non-contributory with any other insurance coverage or self-funded plans which TTU maintains.

**Minimum Limits of Insurance:** Contractor agrees to furnish insurance certificates reflecting the following minimum coverage:

**Coverage and Limits Required:**

1. Commercial General Liability – ISO form CG 00 01 or its equivalent. Coverage to include:

Premises and Operations

Personal Injury/Advertising Injury

Products/Completed Operations

Liability Assumed Under an Insured Agreement (including tort liability of another assumed in a business contract)

Independent Contractors

1. Workers' Compensation and Employers' Liability – Workers' Compensation (Coverage A) and Employers' Liability (Coverage B)

| **Workers Compensation (Coverage A)** | **Statutory** |
| --- | --- |
| Employer's Liability (Coverage B) | $1,000,000 |

Contractors with no employees may waive the Workers' Compensation requirements if done so in writing.

1. Commercial General Liability, including products and completed operations.

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| --- | --- | --- | --- |
| a. | Aggregate | $2,000,000 |  |
| b. | Products/Completed Operations Aggregate | $2,000,000 |  |
| c. | Each Occurrence Limit | $1,000,000 |  |
| d. | Personal Advertising Injury | $1,000,000 |  |
| e. | Damage to Rented Premises | $50,000 |  |
| f. | Medical Payments (any one person) | $5,000 |  |

1. Automobile Liability: If Contractor will be driving a company vehicle on TTU owned/leased property, the following section shall be applicable:

Automobile Liability: (owned vehicles, leased vehicles, hired vehicles, non-owned and employee non-owned vehicles) Personal Injury Protection (where applicable).

Automobile Liability (covering leased, hired, non-owned and employee non-owned vehicles)

|  |  |
| --- | --- |
| Bodily Injury/Property Damage (each accident) | $1,000,000 |
| Personal Injury Protection | Statutory |

If the Contractor owns no company vehicles, then personal auto insurance will be maintained at the limits specified by the State of Texas.

1. Technology: The following section shall apply but is not strictly limited to the purchasing or leasing of software by TTU; the receipt, storage, and maintenance, by the Contractor, of TTU data; the storage or collection of online payment information by the Contractor, or if TTU is purchasing goods, equipment, or services that involve the cloud or connects to the TTU network.

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| --- | --- |
| Cyber Liability First and Third-Party | $5,000,000 |

**NOTE**: Based on the risk of the technology system, TTU may require higher limits of Cyber Liability.

1. Professional Liability: The following section shall apply if the Contractor will provide professional or consulting services as defined by Texas Government Code 2254 to TTU, including but not limited to: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as: a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon), an optometrist, a professional engineer, a state-certified, or state-licensed real estate appraiser, registered nurse, or forensic scientist.

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| Professional Liability | $1,000,000 |

**NOTE:** An umbrella policy may be used to reach required limits.

Commercial General Liability (“CGL”) must include coverage for liability arising from goods or services 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 Aggregate Limit must be maintained for the duration of the Contract, and the limit must be twice the minimum required occurrence limit.
  + Contractor will name TTU, Texas Tech University System, and its Board of Regents, officers, employees, agents, and volunteers as *Additional Insureds* 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.

Additional Insured, Subrogation. All policies must include a waiver of subrogation favoring TTU. With the exception of the Workers' Compensation and Professional Liability policies, TTU must be an additional insured on all policies.

Certificates of Coverage. Within thirty (30) after the effective date of the Contract or purchase order and at least thirty (30) days prior to the commencement of any renewal term of the Contract or purchase order, or upon renewal of the policies, Contractor shall furnish TTU Procurement Services with certificates of insurance in a form acceptable to TTU, certifying that the Contractor carries the required insurance policies and coverage. The certificates shall be sent to TTU Procurement Services at [procurement.insurance@ttu.edu](mailto:%20procurement.insurance@ttu.edu). Failure of TTU to request such certificates does not eliminate the requirement for the Contractor to maintain the required coverage.

Notification of Cancellation. Contractor will to notify TTU Procurement Services in writing thirty (30) days before any material change or cancellation of any insurance policy. In the event Contractor receives notice of modification or cancellation of any of the policies required under any Contract, then prior to the effective date of modification or cancellation of the policy, the Contractor will obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TTU. If Contractor fails to obtain such an insurance policy, TTU may immediately terminate the Contract or purchase order after providing Contractor with written notice of such termination.