

**THE UNIVERSITY OF NOTRE DAME  
INSURANCE REQUIREMENTS AND INDEMNIFICATION AGREEMENT  
FOR OUTSIDE CONTRACTORS/VENDORS/SERVICE PROVIDERS  
Contract Term –  
May 1, 2020 through April 30, 2025**

Contractor shall procure and maintain during the aforementioned term of this Insurance Requirements and Indemnification Agreement (“IRIA”), such insurance as shall protect Contractor, and any Subcontractor hired by Contractor performing work or providing services for the University of Notre Dame du Lac, Notre Dame, Indiana (“Owner”), from claims for damages which may arise from said performance of work, provision of services, or from any act or omission, whether by Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be at Contractor’s sole expense and meet the minimum requirements set forth below.

**A. Scope and Minimum Limits of Insurance Coverage**

1. Commercial General Liability insurance coverage for claims resulting from bodily injury or property damage resulting from Contractor’s operations including:

- a. Premises and operations,
- b. Products and completed operations,
- c. Contractual liability insurance for the obligations assumed by the Contractor under this agreement,
- d. Personal injury liability,
- e. Fellow Employee coverage,
- f. Premises Medical Payments
- g. Explosion, collapse and underground (“XCU”).

\$1,000,000 each occurrence bodily injury and property damage,  
\$1,000,000 personal and advertising injury,  
\$1,000,000 products and completed operations aggregate  
\$1,000,000 general aggregate  
\$ 100,000 damage to rented premises  
\$ 10,000 medical expense (any one person)

2. Automobile Liability insurance covering all owned, hired and non-owned vehicles.

\$1,000,000 combined single limit per accident for bodily injury and property damage

3. Worker’s Compensation insurance as required by applicable law or regulations or statutes and Employer’s Liability insurance.

Worker’s Compensation coverage as required by law  
\$500,000 Employer’s Liability – Each Accident  
\$500,000 Employer’s Liability – Disease – Each Employee  
\$500,000 Employer’s Liability – Disease – Aggregate

4. Umbrella/Excess Liability

\$5,000,000 each occurrence and policy aggregate

**B. Additional Required Scope and Minimum Limits of Insurance Coverage (As Applicable)**

1. *Aircraft, Rotor-Wing and Unmanned Aerial Vehicles*: If any aircraft, helicopter (rotor-wing) or unmanned aerial vehicle (drone) is to be used by or on behalf of Contractor, Owner must be notified in writing at least ten (10) business days in advance to determine that adequate insurance coverage, as determined by Owner, is in place. Required limits of insurance will be determined based on the scope of operations.

2. *Professional Liability*: Contractor shall maintain Professional Liability insurance covering all professional work or services provided to the Owner.

\$1,000,000 per claim and in the aggregate

3. *Cyber Liability*: Contractor shall maintain coverage to respond to cyber liability and data breach claims providing, at a minimum: (1) Security and Privacy Liability, defense and indemnity for liability and damages (including investigations, fines, and penalties) resulting from any failure to protect, misuse, misappropriation, unauthorized disclosure, or other breach of private information and personally identifiable information and Owner's data; and (2) Event Management, including but not limited to data breach notification, public relations, forensics, credit monitoring and related costs.

\$1,000,000 per claim and in the aggregate

4. *Pollution Liability*: Contractor shall maintain pollution liability or environmental impairment liability insurance covering all work or services provided to the Owner, providing, at a minimum: (1) damage to the environment; and (2) instance of non-compliance with any local, state, or federal statute, regulation, or order.

\$1,000,000 per claim and in the aggregate

#### **C. Deductibles and Self-Insured Retentions**

Any Contractor deductibles or self-insured retentions above \$10,000 must be declared to and approved by the Owner. At the option of Owner, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its subsidiaries, officers, directors, trustees, volunteers and employees, or (ii) the Contractor shall procure a bond guaranteeing payment of all losses and defense costs.

#### **D. Other Insurance Provisions**

1. Claims-made coverage:

The Owner will not accept a "claims-made" policy, except with respect to professional liability, cyber liability and pollution liability, if required.

2. Owner as additional insured:

Owner and its subsidiaries, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the Comprehensive General Liability insurance policy (Form CG 20 10 and CG 20 37 or its combined equivalent), the Automobile Liability policy and the Excess/Umbrella Liability policy.

3. Primary and Non-contributory insurance:

All insurance provided hereunder shall be primary and non-contributory.

4. Contractor's failure to comply:

General Liability, Excess/Umbrella Liability and Automobile Liability policies shall stipulate that Contractor's failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner and its subsidiaries, officers, directors, trustees, volunteers and employees.

5. Waiver of Subrogation:

The Worker's Compensation, Employer's Liability and Automobile Liability insurer(s) shall agree to waive all rights of subrogation against Owner and its subsidiaries, officers, directors, trustees, volunteers and employees.

6. Notice of Cancellation:

Each insurance policy required by this insurance clause shall state that coverage shall not be canceled or non-renewed except after thirty (30) days' prior written notice has been given to Owner.

**E. Acceptability of Insurance**

Insurance is to be placed with insurers which are acceptable to the Owner. In general, the company must be at least A-,V (rating) by A.M. Best Company, Inc.. Lower limits of coverage may be accepted by the Owner at its sole discretion. Exceptions will be reviewed on a case by case basis by the Owner.

**F. Verification of Coverage**

Contractor shall furnish Owner with certificates of insurance that clearly identify all insurance coverage and special conditions as required by this IRIA. The certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. Owner reserves the right to require certified copies of endorsements affecting coverage required by this insurance clause or to require a certified copy of any or all required insurance policies, at any time.

**G. Insurance Limits**

Owner’s failure to object to certificates of coverage that do not provide the minimum levels of coverage required by this IRIA shall not relieve or decrease the liability of the Contractor to provide the coverages required by this IRIA. The limits of insurance specified in this IRIA are minimums and the Owner does not in any way represent that the insurance or the limits of insurance specified in this IRIA are sufficient or adequate to protect the Contractor’s interests or liabilities.

**H. Provision of Services**

Nothing herein shall be construed as a guarantee, promise, representation or commitment by Owner that Contractor will be retained by Owner to provide goods, labor or services of any kind during or throughout the contract term.

**I. Liability and Indemnification**

Contractor assumes liability and expressly agrees to defend and indemnify the Owner for all claims, losses, expenses, judgments, fines, penalties, attorneys’ fees, and any other costs or damages (collectively “Claims”) sustained or alleged to have been sustained in connection with, or to have arisen out of the act or omission of Contractor, its Subcontractor(s), or the employees or agents of Contractor or its Subcontractor(s). Said Claims shall include, but are not limited to, those arising from or related to injury, death, damages to property or the environment, damages arising out of the use of aircraft, helicopters, unmanned aerial vehicles, motor vehicles, or watercraft, damages from the breach of professional duties and obligations, and from cybersecurity failure/data breaches and/or any instance of non-compliance with any local, state, or federal statute, regulation, or order. The foregoing obligation to defend and indemnify Owner shall not apply to the extent that said Claims arise out of the sole negligence of the trustees, officers, agents, or employees of the Owner.

**J. Conflict of Terms**

If any conflict exists between the terms of this IRIA and any agreement or purchase order entered into by Contractor and the Owner during the term of this IRIA, the terms of this IRIA shall control.

CONTRACTOR: \_\_\_\_\_

UNIVERSITY OF NOTRE DAME DU LAC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

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Printed Name and Title

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Date

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Date