



Vendor Insurance Requirements

Notwithstanding anything to the contrary in the contract documents or elsewhere, Vendor agrees to procure and maintain at its own cost and expense insurance with insurance companies authorized and licensed to do business in the state where the services or work will be performed, having at least an A.M. Best's rating of A minus, X, and as reasonably acceptable to the University of the Sciences in Philadelphia, of the kinds and in the minimum amounts required as set forth below:

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
i. General Liability insurance including: <ul style="list-style-type: none"> ➤ Bodily Injury and Property Damage ➤ Contractual Liability ➤ Independent Vendors 	\$1,000,000 combined single limit per occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$ 500,000 Damage to Premises Rented to You \$ 5,000 Medical Expense
ii. If used in the performance of Vendor's services, Business Automobile Liability insurance including bodily injury and property damage coverage for any: <ul style="list-style-type: none"> ➤ Owned, leased, hired or non-owned automobiles. 	\$1,000,000 combined single limit per accident
iii. Umbrella/Excess Liability <ul style="list-style-type: none"> ➤ Coverage shall be as broad as the primary General Liability, Business Automobile Liability and Employer's Liability policies. 	\$1,000,000 each occurrence \$1,000,000 aggregate
iv. Workers' Compensation	Statutory coverage as required by the laws of the state in which Vendor's employees will be working.
v. Employer's Liability	\$100,000 each accident \$100,000 disease – each employee \$100,000 disease – policy limit
vi. Professional Liability – applicable to Vendor's engaged in providing professional services such as advertising, computer programming, medical services, etc.	\$1,000,000 per claim \$1,000,000 aggregate

Additional Requirements

1. The University of the Sciences in Philadelphia its subsidiaries, affiliates, directors, officers, and assigns shall be included as additional insured under Vendor's Commercial General Liability, Business Automobile Liability and Umbrella/Excess Liability policies. Such coverage shall be primary over and noncontributory with any other valid and collectible insurance, deductibles or self-insured retentions program maintained by the University of the Sciences in Philadelphia.
2. A Waiver of Subrogation is granted in favor of the University of the Sciences in Philadelphia on the General Liability and Workers' Compensation policies. Vendor waives all rights against the University of the Sciences in Philadelphia to the extent of any insurance required to be carried above. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
3. Vendor shall maintain appropriate insurance for its account on all of its owned, leased and rented property, equipment and tools including any property, equipment and tools of its employees.
4. All subvendors of Vendor are required to maintain full compliance with these insurance requirements. It is the responsibility of Vendor to make sure that sub Vendor is in compliance with the required coverages and limits.
5. Each policy must be endorsed to require at least 30 days notice of cancellation (10 days for non-payment of premium) to University of the Sciences in Philadelphia.
6. In addition, based on the services rendered, the University of the Sciences in Philadelphia may reasonably require additional insurance coverages and/or limits.
7. Neither failure of Vendor to comply with any or all of the insurance provisions required, nor the failure to secure coverage, endorsements or policies as may be necessary to carry out the terms and provisions of this work shall be construed to release, limit or relieve Vendor from any of its obligations hereunder.
8. The insurance required hereunder does not represent that the required coverage and limits will be adequate to protect Vendor, nor be deemed as a limitation of Vendor's liability to the University of the Sciences in Philadelphia.
9. The University of the Sciences in Philadelphia reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
10. Prior to commencing work, Vendor shall furnish the University of the Sciences in Philadelphia with certificates of insurance to evidence Vendor's compliance with the insurance requirements listed above. Renewal certificates of insurance shall be provided prior to the expiration dates of the required insurance. The University of the Sciences in Philadelphia shall not be obligated to review such certificates, policies, or endorsements or to advise Vendor of any deficiencies in such documents, and such receipt shall not relieve Vendor from, or be deemed a waiver of, the University of the Sciences right to insist on strict fulfillment of Vendor's obligations.

The Certificate Holder shall be:

University of the Sciences in Philadelphia
600 South 43rd Street
Philadelphia, PA 19104