

Insurance Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier 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 Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier's insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and contractual liability coverage.

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| • Each Occurrence | \$1,000,000 |
| • Damages to Rented Premises (only if Agreement is for leasing space) | \$ 50,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Sexual misconduct and molestation liability * | \$1,000,000 |

*applicable if Supplier's performance of the work involves the care, custody or control of minors (children under the age of 18), or if Supplier's performance of the work involves working directly with minors (children under the age of 18)

a. Policy will include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier."

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of \$1,000,000. If Supplier is an individual then coverage will be \$100,000 per person, \$300,000 per accident, and \$50,000 property damage.

a. Policy will include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier."

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

c. Policy will contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability. Applicable statutory limits, as amended from time to time.
- Employer's Liability in the amount of \$1,000,000 injury and disease.
 - Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.
 - This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the [Sole Proprietor Waiver Form](#).
4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU's data network.
- Each Claim \$2,000,000
 - Annual Aggregate \$4,000,000
- This insurance will cover Supplier's liability for acts, errors and omissions arising out of Supplier's operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.
 - If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.
 - Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.
5. Professional Liability (Errors and Omissions Liability). If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:
- Each Claim \$1,000,000
 - Annual Aggregate \$2,000,000
- If the professional liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under the Agreement is completed.
 - Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.
- B. Cancellation; Material Changes:** Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.
- C. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.
- D. Verification of Coverage:** Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

Revised 8/1/22

Independent Contractors working with Minors

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU's project or purchase order number and project description must be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. Subcontractors. Supplier's certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU's Department of Risk and Emergency Management.

G. Certificate Holder. When a certificate of insurance is requested, the Certificate Holder should be listed as:

ASU Purchasing and Business Services
PO Box 875212,
Tempe, AZ, 85287-5212