



STANDARD INSURANCE REQUIREMENTS

The Supplier shall obtain and maintain and cause its sub-contractors to obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier under this contract. The Supplier shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Neither the Supplier nor its sub-contractors, under this agreement, are relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Supplier and any persons employed by Supplier for the performance of work hereunder shall be independent contractors and not agents of the University of Colorado.

Commercial General Liability – Coverage to include:

- Premises and Operations
Personal / Advertising Injury
Products / Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)
Commercial Liquor Liability (if in the business of serving or selling alcohol), if applicable per scope of work
Physical/Sexual Abuse and Molestation, when working with vulnerable populations, if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Rows include Each Occurrence Limit (\$1,000,000), Personal/Advertising Injury (\$1,000,000), General Aggregate (\$2,000,000), Products/Completed Operations Aggregate (\$2,000,000).

Automobile Liability

Table with 2 columns: Coverage Type, Limit. Row: Combined Single Limit (Each Accident) \$1,000,000.

Workers Compensation (not applicable if Vendor/subcontractor is exempt under Colorado Workers' Compensation Act)

Table with 2 columns: Coverage Type, Limit. Rows include Coverage A (Workers' Compensation) Statutory, Coverage B (Employers Liability) \$100,000 Each Accident, \$100,000 Disease Each Employee, \$500,000 Disease Policy Limit.

Professional Liability Insurance (Including Errors and Omissions), if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Rows include Each Occurrence Limit \$1,000,000, General Aggregate \$2,000,000.

Technology E&O/Network Security and Privacy Liability/Cyber, if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Rows include Each Occurrence Limit \$5,000,000, General Aggregate \$5,000,000.

Pollution Liability (Including Errors and Omissions), if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Rows include Per Loss \$2,000,000, Aggregate \$2,000,000.

Third Party Fidelity / Crime Insurance, if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Row: Each Occurrence Limit \$1,000,000.

Aircraft Liability/Drones/ Unmanned Aerial Vehicle, if applicable per scope of work

Table with 2 columns: Coverage Type, Limit. Rows include Each Occurrence Limit \$1,000,000, General Aggregate \$2,000,000.



ADDITIONAL INSURANCE REQUIREMENTS

- 1) All insurers must be licensed or approved to do business within the State of Colorado.
- 2) Upon request, Supplier shall provide the University of Colorado a Certificate of Insurance (COI) evidencing all required coverages, before commencing work or entering University of Colorado premises. The certificate holder shall read: **Regents of the University of Colorado, a body corporate, College/School/Dept. Address, City, State, Zip Code.**
- 3) The Supplier shall add "**The Regents of the University of Colorado, a body corporate**" as an Additional Insured, as respects General Liability, Automobile Liability, Pollution Liability and Aircraft/Drones/Unmanned Aerial Vehicle Liability policies. University shall be an additional insured to the full limits of insurance purchased by the Supplier even if the limits exceed those required by this contract. A separation of insureds clause must be included in general liability policies.
- 4) A waiver of subrogation must apply in favor of the University of Colorado as respects the Workers' Compensation.
- 5) Unless prohibited by law or insurance carrier, the University of Colorado requires that all policies of insurance are written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University of Colorado.
- 6) The Supplier agrees that the insurance requirements specified in the contract do not reduce the liability Supplier has assumed in the Contract.
- 7) Failure of the Supplier to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University of Colorado. The University of Colorado reserves the right to negotiate additional specific insurance requirements at the time of the contract award.
- 8) The parties hereto understand and agree that The University of Colorado is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.
- 9) The University and Supplier shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

***Note:** For questions related to insurance requirements for your purchase order contact psc@cu.edu