Institution Insurance

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "University") requires institutions, organizations, entities, or other parties (the “Institution”) to maintain the minimum insurance coverages and limits set forth below when accessing University premises, including premises being rented, leased, or arranged by the University; being transported by the University; using University vehicles, watercraft, equipment, or other property; or performing services for or on behalf of the University. These requirements shall apply when incorporated into or referenced by agreement or other instrument between the University and the Institution (the “Agreement”). The insurance requirements are minimum requirements and shall not limit or otherwise affect the Institution’s liabilities, responsibilities, or indemnification obligations under the Agreement or applicable law. The Institution shall maintain the following insurance throughout the term of the Agreement and for any additional period specified herein:

Workers' Compensation and Employer’s Liability
Workers' Compensation insurance in accordance with applicable law with respect to the Institution’s employees performing work or providing goods or services under the Agreement, and Employer's Liability with limits of not less than $1,000,000 per accident/per disease/per employee. If the Institution is exempt from workers' compensation or fails to provide appropriate coverage, then the Institution shall be solely responsible for the injuries and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the Agreement.

Commercial General Liability (CGL)
Commercial General Liability insurance written on an "occurrence" basis, including property damage, bodily injury, contractual liability, products and completed operations, and personal and advertising injury with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Automobile Liability
If any motor vehicle is used in connection with the Agreement, Automobile Liability insurance shall be required with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage. Coverage shall apply to owned, hired and non-owned vehicles.

Professional Liability
If the Institution provides professional services requiring specialized knowledge or licensure, Professional Liability (Errors and Omissions) insurance covering negligent acts, errors, and omissions in the performance of the services, with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate shall be required. If written on a claims-made basis, the coverage shall be maintained throughout the term of the Agreement and for not less than two (2) years after completion of the services, whether through continued coverage or an extended reporting period.

Cyber Liability
If the Institution accesses, collects, stores, transmits, or otherwise handles University data, confidential information, regulated data, or University systems, it shall maintain Cyber Liability insurance with limits of not less than $1,000,000 per claim and in the aggregate. Coverage shall include, at a minimum, privacy liability, network security liability, data breach investigation and response, notification costs, and regulatory defense. If written on a claims-made basis, coverage shall be maintained throughout the term of the Agreement and for a reasonable period thereafter.

Umbrella/Excess Liability
Umbrella or Excess Liability insurance may be used to satisfy the minimum required liability limits, provided such coverage applies on a follow-form basis to the applicable underlying insurance.

Public Entity
If the Institution is a governmental or public entity, a program of self-insurance, self-insured retentions, or participation in a statutory or public entity risk pool shall be acceptable in satisfaction of any or all requirements herein. In lieu of certificates of insurance, the Institution may furnish written confirmation describing the program. To the extent any requirement herein (e.g. Additional Insured, Waiver of Subrogation, Primary Non-Contributory) conflicts with the laws governing the Institution, that requirement shall be deemed modified only to the extent necessary to comply with such law, and such compliance shall not constitute a breach of the Agreement. This modification applies only to conflicts with applicable law and not to the Institution's internal policies or procedures.

Other Insurance Requirements

Additional Insured Status
The University, its officers, board members, employees, and agents shall be included as Additional Insured on the Commercial General Liability (for both ongoing and completed operations) and Automobile Liability policies by endorsement.

Waiver of Subrogation/Recovery
The Institution waives, and shall cause its insurers to waive, all rights of subrogation and recovery against the University for losses covered by any insurance maintained by the Institution. The waiver shall be provided by endorsement on all required policies, including but not limited to Commercial General Liability, Automobile Liability, Workers' Compensation, and Excess/Umbrella, and Professional and Cyber Liability where commercially available.

Primary Coverage
For any claims related to the Agreement, the Institution's insurance coverage shall be primary insurance with respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Institution's insurance and shall not contribute with it.

Subcontractors
The Institution shall either insure its subcontractors' operations under the Institution's own policies or require each subcontractor to maintain insurance appropriate to its work and consistent with the applicable requirements set forth herein, including additional insured status, primary and noncontributory coverage, and waivers of subrogation in favor of the University. The Institution shall maintain certificates of insurance for each subcontractor and furnish copies to the University upon request. Failure of the Institution or any subcontractor to comply with this section shall not relieve it of its obligations under the Agreement or these terms.

Verification of Coverage
The University may request the Institution to furnish certificates of insurance evidencing the required coverages and limits, together with required additional insured, waiver of subrogation, and other endorsements.

Special Risks or Circumstances
The University reserves the right to consider alternate coverage or limits and to modify these requirements with the agreement of the Institution, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

University Insurance

As a state public entity, the University administers its own risk management and risk financing programs, including self-insurance and self-insured retentions. The University shall maintain the following insurance, self-insurance, or self-insured retentions throughout the duration of the Agreement and any additional period specified herein:

Workers' Compensation and Employer's Liability
Workers' Compensation insurance in accordance with applicable law with respect to the University's employees performing work or providing goods or services under the Agreement, and Employer's Liability with limits of not less than $1,000,000 per accident/per disease/per employee.

Commercial General Liability (CGL)
Commercial General Liability insurance written on an "occurrence" basis, including property damage, bodily injury, contractual liability, products and completed operations, and personal and advertising injury with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Automobile Liability
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Professional Liability
If the University provides professional services requiring specialized knowledge or licensure, Professional Liability (Errors and Omissions) insurance covering negligent acts, errors, and omissions in the performance of the services, with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate shall be required. If written on a claims-

made basis, the coverage shall be maintained throughout the term of the Agreement and for not less than two (2) years after completion of the services, whether through continued coverage or an extended reporting period.

Internship and Professional Liability

If the University places students or other participants for internships, externships, practicums, clinical placements, fellowships, job shadowing, or other experiential learning or educational activities of that kind, Internship and Professional Liability insurance covering negligent acts, errors, and omissions in the performance of those activities, with limits of not less than $1,000,000 per claim and $3,000,000 in the aggregate, shall be required. If written on a claims-made basis, the coverage shall be maintained throughout the term of the Agreement and for not less than two (2) years after completion of the activities, whether through continued coverage or an extended reporting period.

Cyber Liability

If the University accesses, collects, stores, transmits, or otherwise handles University data, confidential information, regulated data, or University systems, it shall maintain Cyber Liability insurance with limits of not less than $1,000,000 per claim and in the aggregate. Coverage shall include, at a minimum, privacy liability, network security liability, data breach investigation and response, notification costs, and regulatory defense. If written on a claims-made basis, coverage shall be maintained throughout the term of the Agreement and for a reasonable period thereafter.

Umbrella/Excess Liability

Umbrella or Excess Liability insurance may be used to satisfy the minimum required liability limits, provided such coverage applies on a follow-form basis to the applicable underlying insurance.

Other Insurance Requirements

Verification of Coverage

The Institution may request the University to furnish verification of insurance evidencing that it meets the required coverages and limits.

Risk Management

The University and the Institution agree to cooperate with each other's reasonable risk management activities. Should either become aware of an incident or allegation that may give rise to a claim against the other, parties agrees to promptly notify the other of the nature of the claim and report all necessary information related to the claim. The requirements of these terms shall survive any expiration or earlier termination of this Agreement.