

Indemnification Agreement and Insurance Requirements



Idemnification

_____ (Buyer) agrees to protect, defend, indemnify, save, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of buyer, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred as a result of any claim demands, and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its agents, representatives, and/or employees. Buyer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, et al.) is groundless, false or fraudulent.

Insurance

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as “University”) requires buyers to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the buyers’ financial responsibilities as outlined in the agreement’s Indemnification requirements. Therefore, the buyer may opt to have broader coverage and limits to satisfy its financial obligations.

Workers’ Compensation

Workers’ Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer’s Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If the buyer is exempt from workers’ compensation or fails to provide appropriate coverage, then the buyer is or agrees to be solely responsible 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 shall be maintained on an “occurrence” basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and nonowned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the buyer’s insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the buyer’s insurance and shall not contribute with it.

Subcontractors

Subcontractors of the buyer shall be subject to all of the requirements stated herein. Buyer shall include all subcontractors as insured under its policies or shall be responsible for verifying insurance coverages and limits as well as maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive copies of subcontractors’ certificates from the buyer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the buyer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein, including amendatory endorsements. The University’s failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the buyer’s obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Agreed to by Owner or Authorized Representative of _____(Buyer):

Signature

Title

Date

Is Certificate of Insurance Attached? Yes No

Purpose of Agreement (Insert Summary of Scope of Services may reference PO/Contract #.):_____
