

This is not a comprehensive list of coverages, as a result of insurance industry changes, new exclusions or emerging risk. There may be additional coverages to the following document.

University Minimum Insurance Requirements

The University can be exposed to risk when using contractors, consultants, service providers, and/or vendors providing goods, services or when outside organizations and individuals use University premises and/or facilities. University policy requires that contractors, consultants, service providers and/or vendors, which also extends to their subcontractors doing business with the University as well as outside organizations and individuals using University premises and/or facilities, to maintain liability insurance and other insurance as necessary to reasonably protect the University's financial interests, and in amounts deemed adequate by the University. In order to protect the University's interest, the following needs to be in place prior to the start of any arrangement with contractors, consultants, service providers, vendors, and/or those seeking to use University premises and/or facilities:

A Written Agreement with an Insurance Clause and/or Paragraph Containing:

- Standard Insurance Coverage Requirements
- Certificate of Insurance Language Requirements
- Additional Insured Endorsement
- Cancellation Clause Conditions

Standard Insurance Coverage Requirements

The following chart demonstrates the minimum required coverage for general contracts. The University reserves the right to require higher limits from a particular contractor or vendor for a particular project or event due to the overall nature of an event, venue or anticipated number of event attendees. Additional limits should be required for high risk, professional, construction, building maintenance and repair contracts. (See Appendix A)

Type of Coverage		Minimum Coverage Amount
Worker's Compensation	Worker's Compensation and Occupational Diseases	Workers Compensation insurance as required under Ohio laws
Employer's Liability	Employer's Liability	\$500,000.00 per occurrence
Commercial General Liability	Comprehensive General Liability, including: Contractual; Premise Operations; Product and Completed Operations; Independent Contractor/Vendors and Personal Injury; Bodily Injury & Property Damage	\$1,000,000.00 per occurrence \$3,000,000.00 in the aggregate

Auto	(Required when use of a vehicle is integral to the performance of the contract or project, i.e. transport to and from site.) Commercial Auto Liability with combined single limit OR	\$1,000,000.00 per occurrence \$3,000,000.00 in the aggregate
	Bodily Injury	\$1,000,000.00 per occurrence
	Property Damage	\$1,000,000.00 per occurrence
Umbrella Liability	Umbrella Liability insurance may be used to meet the general liability coverage limits requirements.	

Certificates of Insurance

- A Certificate of Insurance or a Memorandum of Insurance must be issued to demonstrate compliance with the insurance required to do business with the University. The Certificate or Memorandum must:
 - o Be on an Accord Form or an equivalent form that relays like information.
 - o Be on an occurrence base. If Party has claims made insurance, the contracting unit for the university must do an analysis to understand the ramifications a claims made policy can have on a claim. Name The Ohio State University and its Board of Trustees as an additional insured under the Party's General Liability Policy.
 - o Demonstrate that the insurance policy is underwritten by a carrier rated at least "A" in Best's Key Rating Guide or "A" as indicated by A.M. Best Ratings. The rating shall be the rating at the time of submission, and the contractor, vendor, or service provider must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.
 - o Statement that the insurance of the Party is primary as to any other valid and collectable insurance in force. Their insurance policy is primary and that any coverage the University carries is excess and noncontributory.
 - o Statement that the Party's policy is extended to cover the liability assumed by the insured under the terms of its contract with the university.
 - o The Party will include a waiver of subrogation in Ohio States favor and they will indemnify The Ohio State University.
- University contracts and agreements that are centrally controlled should have the Certificate of Insurance forwarded to the following address:

The Ohio State University, Risk Management & Insurance
1961 Tuttle Park Place, 2nd Floor (Ohio Stadium) Rm. 215D
Columbus, Ohio 43210

Additional Insured Endorsement

The Ohio State University and its Board of Trustees must be named as an additional insured. An offer to name the university as a certificate holder is not acceptable. The agreement must state that the party's insurance is primary as to any other valid and collectible insurance in force.

Cancellation Clause Conditions

Should any of the required insurance policies be canceled or have a material change in coverage before the expiration date of the contract or agreement, the issuing insurance company shall provide for thirty days (30) prior written notice to The Ohio State University.

Contract Approval Requirements

It is imperative that all University contracts contain language to adequately protect university resources. All contracts for services provided to the university entities are to be reviewed and approved per the guidelines from Legal Affairs. If unsure as to whether or not a contract or agreement should be reviewed by Legal Affairs, contact 292-0611 for assistance. All contracts and agreements are to be signed only by those with delegated contract signature authority. A person with delegated contract signature authority is formally designated through a letter signed by the Senior Vice President for Business and Finance.

Exceptions to the Insurance Limits

Exceptions to the insurance limit requirements outlined may be developed by the University's Insurance Committee, in conjunction with an individual unit or third party, following a process of risk identification and evaluation. In such situations, it may be determined that little or no risk is involved, in which case the limits may be lowered or the requirement eliminated. Conversely, it may be determined that additional risk is involved, in which case the limits may be raised.

Indemnification/Hold Harmless

Contractors, (including subcontractors), consultants, service providers and/or vendors who provide goods or services to the university, as well as outside organizations and individuals who use university premises and/or facilities, (collectively referred to as Providers/Users) shall indemnify the university against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work, the provision of goods or

services, and/or the use of university premises and/or facilities, or due to or arising in any manner from Providers'/Users' wrongful acts or negligence, or of any employee of any of them.

University guidelines state the following parties will defend and hold the university harmless from any loss, injury, or damage occurring during the performance of any work or activity and to indemnify the university and its Board of Trustees for any loss sustained as a result of negligence:

- Independent contractors or consultants (including their employees, agents or subcontractors) performing work under contracts, service agreements, and/or Memorandums of Understanding;
- Outside organizations and individuals (including their employees, agents or sub-contractors) using University's premises or facilities; and
- Businesses (including their employees, agents or sub-contractors) providing services to the university.

Additional coverages may be required when these services are provided:

Consulting may require Professional and/or Errors and Omissions (E&O) coverage

Products, processes and design may require Trademark & Intellectual Property (IP) coverage can be stand alone or available through a cyber-risk policy, in event of a breach and the information is available to third parties.

If personal information or medical information is available to a contracting party, Cybersecurity and privacy coverage should be carried by the contracting party to protecting personal identifiable information (PII) or a HIPPA breach, which may trigger credit protection services and/or fines and penalties. We may require cyber coverage for all media (electronic data either on the computer on a removable device/media and including printer), depending on the scope of the service being provided.

A contractor working with **Environmental Services** providing a product or service is required to have adequate pollution, solid or hazardous material/waste, bio hazard or asbestos coverage(s) if working anywhere associated with those exposures (transportation, disposal, recycling providing remediation, repair, working adjacent to areas containing hazardous components).

APPENDIX A

Recommended General Liability Limits for Different Types of Vendors

\$1 million per occurrence/agg.	\$2 million per occurrence/agg	\$5 million per occurrence(Loss)/agg
Consultant (General Management, Software)	Repair/Maintenance/Onsite Installation Work	Hazardous Waste, Cyber, PII, HIPPA, Transporter/Handler
Actor/Artist/Musician	Professional Health Service Provider (MD, RN, Therapist)	Charter Bus Company (\$20M*) * new requirement at least (\$10)
Caterer/Food Service Provider (single event)	Inflatable Attraction & Amusement Rental (i.e. carnival attractions, mechanical bull), Hot Air Balloon Rides	Airplane Charter (\$20M*) * new requirement at least (\$10)
Photographer/videographer	Outdoor Concerts	Industrial Food Service Vendor
Independent Consultant Coach	Limo/Car with Driver	

Recommended General Liability Limits for Use of Athletic Facilities or Athletic Related Activities

\$1 million per occurrence/agg	\$2 million per occurrence/agg	\$5 million per occurrence/agg
Independent Consultant Coach	Tournaments, Practices, Competitions, Athletic Demonstrations	Airplane Charter (\$20M*) * new requirement at least (\$100M)

Recommended General Liability Limits for Construction and Building Related Services (Not New Construction)

\$1 million per occurrence/agg	\$2.5 million per occurrence/agg	\$5 million per occurrence/agg
Floor Refinisher	Electrician	Asbestos Abatement
Cleaner	Architect/ Engineer	Elevator Work
	Exterior Contractor (facades, sidewalks, concrete work)	Roofer and Scaffolding Work
	Exterminator	
