

## **Engineers/Consultants/Training/Software Development (Off Campus)**

### **Insurance and Related Requirements**

The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor's business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

### **Minimum insurance coverages and requirements are as follows:**

#### **Commercial General Liability**

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University **must be named as additional insureds** for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insured's with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The general aggregate limit must apply per project. Additional insured form CG 2026 or equivalent is required and must be attached to the certificate. This insurance afforded to additional insured's is to be primary of any other valid and collectible insurance including, but not limited to, any insurance ISU owns or self-insurance through the State of Iowa tort system.

#### **Worker's Compensation and Employer's Liability**

Statutory Limits of \$100,000/\$500,000/\$100,000

Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor's employees, partners, members, officers and sole proprietors must be included.

#### **Excess/Umbrella Liability**

\$2,000,000 each occurrence/\$2,000,000 aggregate

This coverage shall be in excess of the General Liability, Auto, and Employers Liability required limits. Any retained limit amount shall be the sole responsibility of the policy holder. A combination of primary and excess policies can be used to meet the overall limit requirement.

#### **Professional Liability (Errors and Omissions)**

\$1,000,000 per claim/\$1,000,000 aggregate

The Contractor and any other party working on their behalf shall purchase and maintain professional liability insurance for the duration of the agreement. In addition to this, in the event coverage is provided under a claims made policy coverage or an extended reporting period provision is required for a minimum of three (3) years from the completion of the work. Any policy retention or deductible is the responsibility of the policy holder.

#### **Cyber/Data Privacy/Technology Consulting – Professional Liability**

\$2,000,000 per claim/\$2,000,000 aggregate

If the work performed under this agreement includes access to ISU data or systems, the Contractor or any other party working on their behalf shall purchase and maintain professional liability insurance for the duration of the agreement. The policy shall cover professional misconduct or lack of ordinary skill required to perform the work defined in this agreement. Contractor shall maintain such insurance for an additional period three (3) years following termination of the agreement. Any policy retention or deductible is the responsibility of the policy holder. The insurance should provide coverage for the following risks:

- Liability arising from theft, dissemination or use of confidential information (including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

#### **Additional Requirements**

- The company(ies) providing coverage shall be licensed to do business in the State of Iowa and must have a minimum AM Best Rating of A-VII.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- The purchase of any policy shall not limit the defense of Governmental Immunity that may be available through Iowa Code Section 669.
- Certificates must be issued and on file prior to starting any work related to this agreement.
- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor's own policy. Verifying the insurance compliance on Subcontractors is the responsibility of the Contractor.
- Furnishing a certificate that does not meet these requirements does not amend or alter the agreement nor provide proof that the Contractor has met these requirements.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Procurement Services Department.

#### **The certificate must be mailed or emailed to:**

Iowa State University  
 Procurement Services Department  
 1340 Administrative Services Bldg.  
 2221 Wanda Daley Drive  
 Ames, IA 50011-1004  
 Phone: 515-294-4860  
 Email: [quotedsk@iastate.edu](mailto:quotedsk@iastate.edu)