**Insurance Requirements for Vendors and Contractors**

Vendors and contractors doing business with Emory University must meet minimum insurance requirements as noted below. Authorized Emory employees who purchase goods or services on behalf of Emory are responsible for ensuring that vendors and contractors meet these requirements. Modification of insurance requirements can expose Emory to potential risk and financial loss.

Requests to modify minimum insurance requirements for Emory University should be directed to [Kevin Wysner,](http://kevin.wysner@emoryhealthcare.org) Director, Insurance & Loss Control Services.

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| **TYPE OF CONTRACT** | **TYPE OF INSURANCE** | **MINIMUM LIMITS** |
| GENERAL:  All vendors/contractors. | a. General Liability including Products and Completed Operations  b. Workers’ Compensation/Employers Liability | $1,000,000 per occurrence  $2,000,000 annual aggregate  $1,000,000 per incident |
| AUTOMOBILE: Vendors/contractors using motor vehicles to deliver goods or perform services for Emory. | Automobile Liability including owned, hired and non-owned vehicles | $1,000,000 per occurrence |
| VALET or VEHICLE Maintenance:  Vendors providing valet for venues/events or vehicle/fleet maintenance services | Garage Keepers Legal Liability coverage on a Direct Primary basis | Single events or short-term venues  $1,000,000 per occurrence  Ongoing operations at Emory Facilities  $5,000,000 per occurrence  $5,000,000 aggregate |
| PROFESSIONAL SERVICES: Vendors/contractors providing consulting/professional services, e.g. lawyers, accountants, software, engineers, realtors, etc. | Professional Liability/Errors and Omissions | $1,000,000 per occurrence |

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| CYBER:  Vendors/contractors providing IT services, i.e., collecting, processing, managing, storing sensitive personal, medical, financial data, those with access to Emory network and systems | Network Privacy/Cyber   1. Liability\* 2. Regulatory defense coverage 3. Notification response & credit monitoring services | $2,000,000 per occurrence  $2,000,000 annual aggregate  $1,000,000 per occurrence  $1,000,000 per occurrence |
| \* Vendors/contractors with access to large quantities of sensitive personal, medical, financial data, recommended increase to liability limits only | Liability and/or Excess | $5,000,000 per occurrence  $5,000,000 annual aggregate |
| LIQUOR  Vendors/contractors serving alcohol (including beer and wine) | Liquor Legal Liability | $1,000,000 per occurrence |
| MEDICAL:  Vendors/contractors providing medical professional/health care services, including clinical trials. | Medical Professional Liability | $1,000,000 per occurrence  $3,000,000 annual aggregate |
| HAZARDOUS CONDITIONS: Vendor/contractor work involving hazardous operations or potentially catastrophic events | Umbrella/Excess Liability | Can range from $1,000,000 to $5,000,000 depending on hazard level and size and nature of contract; in certain situations, minimum insurance limits may go to $25,000,000, e.g. contracts involving hazardous wastes, nuclear/radiation products, large size or emergency vehicles, life flight, clinical trials, medical products, transporting large numbers, etc. |
| EQUIPMENT: Contracts dealing with equipment, equipment in transit, equipment handling, and construction contractors | “All Risk” property insurance for property owned by contractor, in its care, custody or control, including vandalism, malicious mischief and sprinkler leakage | Amount equal to 100% of the replacement value of the equipment.  Emory is not responsible for damages to or loss of contractor’s owned or leased equipment or personal property |

Insurance Company Ratings & Tail/Extended Reporting

All insurance policies shall be written on standard ISO forms and carried with companies authorized to do business in the State of Georgia, having a rating from A.M. Best of not less than A-/X.

Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of the contract and extended coverage shall be afforded for at least two (2) years after expiration of the contract.

Additional Insured

Contractor is required to name Emory University as additional insured on all liability policies. Contractor’s insurance shall be primary and non-contributory to any insurance

carried by Emory University.

Proof of Insurance/Certificate of Insurance

Contractor is required to provide Emory University with proof of its insurance coverage by submitting a Certificate of Insurance upon execution of the contract and annually thereafter through termination of the contract. Certificates of Insurance shall state that the issuing company will endeavor to provide (30) days prior written notice to Emory University should any of the policies be cancelled prior to the expiration date.

Recommended Indemnification Language

“(Contractor) agrees to indemnify and hold Emory University, its officers, trustees, employees, and agents, harmless from and indemnify them against all claims, losses, actions, damages, expenses (including attorney's fees) or liabilities arising from (Contractor)’s operations under this Agreement. This Agreement includes, but is not limited to, such claims, losses, actions, damages, expenses or liabilities arising from bodily injury or death to persons or damages to property caused by, or resulting from, negligence or willful misconduct on the part of the (Contractor), or its officers, trustees, employees or agents. This indemnification obligation on the part of the (Contractor) shall survive the termination or expiration of this agreement.

Recommended Waiver of Subrogation Language - Emory University is not responsible for property brought onto campus by vendors/contractors while providing services for Emory.

(Contractor) shall have included in all policies of, all risk property extended coverage, business interruption and loss of revenue insurance respectively obtained by them covering their Owned or Leased Property, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such a waiver shall be paid by the primary insured. To the full extent permitted by law, (Contractor) waives all right of recovery against Emory University for, and agrees to release Emory University from liability for loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Agreement by the party seeking recovery.