



**WSU INSURANCE REQUIREMENTS
SUPPLEMENTAL TERMS: AD-01
ADDENDUM TO WSU TERMS AND CONDITIONS
OF PURCHASES - SERVICES AND GOODS**

1. DEFINITIONS

A term with its initial letter(s) capitalized is a defined term and will have the meaning ascribed to it in these Insurance Requirements; provided, however, that if not defined in these Insurance Requirements, it will have the meaning ascribed to in the Standard Terms.

- 1.1 "Insurance Requirements" means the requirements for insurance set forth herein.
- 1.2 "Standard Terms" means the WSU Standard Terms and Conditions of Purchases – Services and Goods, which are available for download on the Website.
- 1.3 "Terms" means these Insurance Requirements, the Standard Terms, and any other applicable Supplemental Terms that govern.

2. APPLICABILITY OF INSURANCE REQUIREMENTS

- 2.1 If the Seller providing Goods and/or Services to WSU meet any of the criteria identified herein, then Seller is required to maintain the insurance coverages set forth herein.
- 2.2 These Insurance Requirements only apply to transactions that are not subject to a separate written agreement, duly executed by both Seller and WSU (referred to individually as "Party" and collectively as "Parties"). If there is such an agreement, then those terms shall be the terms that govern the transaction between the Parties. In the absence of such a written agreement, then the Terms shall govern.
- 2.3 These Insurance Requirements constitute Supplemental Terms, as that phrase is defined in the Standard Terms.
- 2.4 If the face of the Order contains insurance requirements that conflict with these Insurance Requirements, the Order will control for the purpose of determining which insurance requirements shall apply.
- 2.5 These Insurance Requirements are posted on the Website. WSU may change these Insurance Requirements at any time in its sole discretion. Such changes shall be effective upon posting of such updates on the Website. Seller is responsible for periodically visiting the Website to review changes to these Insurance Requirements.
- 2.6 Seller warrants it has fully reviewed, understands, and can fulfill its obligations under these Insurance Requirements and agrees to be bound by these Insurance Requirements and any further changes to them.
- 2.7 If Seller cannot comply with these Insurance Requirements, Seller may submit a waiver request to GC.Contracts@wichita.edu.

3. NO REPRESENTATIONS AND WARRANTIES

- 3.1 WSU makes no representation or warranty that the insurance set forth in these Insurance Requirements will be sufficient to protect Seller's interest. The Insurance Requirements are minimum requirements only.

- 3.2 Seller shall assess its own risk, and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.
- 3.3 The insurance coverage and amounts to be maintained under these Insurance Requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Seller.

4. MINIMUM INSURANCE REQUIREMENTS

During the term of the Order and for a period of 2 years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to:

- 4.1 Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence involving bodily injury and property damage, a general aggregate of two million dollars (\$2,000,000), and products-completed operation aggregate of one million dollars (\$1,000,000). Such coverage must include: premises operations, broad form property damage, completed operations, independent contractors, and contractual and products liability.
- 4.2 Workers' Compensation Insurance that meets the statutory limits of the laws of the state in which Goods and/or Services will be provided.
- 4.3 Employer's Liability in an amount not less than five hundred thousand dollars (\$500,000) per accident/per disease/per employee.
- 4.4 Property Insurance in an amount sufficient to cover all sums that Seller could legally be liable to pay by reason of liability for damages to or destruction of WSU property, including the loss of use thereof.

5. ADDITIONAL INSURANCE REQUIREMENTS

The following insurances are required only if Seller is providing the Goods and/or Services specified. If such coverage is required, Seller shall, at its own expense, maintain and carry such insurance in full force and effect during the term of the Order and for a period of 2 years thereafter.

- 5.1 Automobile Liability Insurance. If Seller will drive on WSU property, or in the performance of the Services and/or in the delivery of the Goods, Seller must carry automobile liability insurance with limits not less than one million dollars (\$1,000,000) for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of Seller.
- 5.2 Professional Liability. If Seller has a professional designation or license and/or is providing professional Services, Seller must carry professional liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and in the aggregate.
- 5.3 Cyber Insurance. If Seller will have access to WSU's network, store WSU data, or have access to any WSU protected data, Seller will maintain Cyber Liability and Tech E&O insurance with limits of not less than two million dollars (\$2,000,000) for each cyber incident that provides coverage for:



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- a. Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Seller or any subcontractor or cloud service provider used by Seller.
 - b. Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management/public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals.
 - c. Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law.
 - d. Liability for technological products and services provided by or created by Seller, including intellectual property infringement or misappropriation.
 - e. Liability for professional services provided by Seller.
 - f. PCI fines, fees, penalties, and assessments.
 - g. Cyber extortion payment and response costs.
 - h. First and Third-Party Business Interruption Loss resulting from a network security failure or system failure.
 - i. Costs of restoring, updating, or replacing data.
 - j. Liability losses connected to network security, privacy, and media liability.
- 5.4 Environmental Liability. If Seller will be performing environmental clean-up work (including decontamination or remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing Services, Seller must carry environmental liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and in the aggregate.
- 5.5 Aviation Products Liability Insurance. If the work involves aviation or aerospace Goods and/or Services, Seller must carry aviation products liability insurance with limits not less than fifty million (\$50,000,000) for each occurrence and in the aggregate.

Additional insurance types and/or limits may be required based on the nature of the work and will be set forth on the face of the Order.

6. CERTIFICATE OF INSURANCE

Prior to the provision of any Goods and/or Services and upon WSU's request, Seller shall provide WSU with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Insurance Requirements. WSU shall have no obligation to examine such certificate(s) or to advise Seller in the event the insurance is not in compliance with WSU's requirements. WSU's receipt and/or acceptance of certificate(s) not in compliance with WSU's requirements shall not be construed as a waiver of such insurance requirements, which constitute a material condition to this Contract.

7. ADDITIONAL INSURED

WSU and WSU indemnitees shall be named as an additional insured under: (1) Commercial General Liability Insurance for both ongoing and completed operations and (2) any required automobile liability insurance.

8. SUBCONTRACTOR INSURANCE

Seller shall require that any and all subcontractors ("Subcontractors") be covered under Seller's insurance policies or comply with the minimum requirements set forth in these Insurance Requirements. It is the responsibility of Seller to ensure that Subcontractors have any required insurance and that WSU is included as an additional insured on such insurance. Prior to the provision of any Goods and/or Services and upon WSU's request, Subcontractor shall provide WSU with a certificate of insurance from Subcontractor's insurance evidencing the insurance coverage specific in these Insurance Requirements consistent with the requirements of Section 6.

9. WAIVER OF SUBROGATION

Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation, set-off, counterclaim, or other deduction against WSU's insurers and WSU or the WSU Indemnitees. Seller agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applied regardless of whether Seller has received the waiver of subrogation endorsement from its insurer.

10. NOTICE OF CANCELLATION

Seller shall provide WSU with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy.

11. DEDUCTIBLES AND SELF-INSURED RETENTIONS

If the insurance required in these Insurance Requirements is subject to deductibles or self-insured retentions, Seller shall be responsible for all loss not covered because of such deductibles or retentions.

12. PRIMARY AND NON CONTRIBUTORY

Seller's insurance shall be primary as respect to the insurance of WSU and WSU Indemnitees. Any insurance or self-insurance maintained by WSU or WSU Indemnitees shall be excess of and non-contributory to Seller's insurance.

13. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by companies lawfully authorized to do business in the state in which Goods and/or Services will be provided. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VII or higher.

14. OTHER INSURANCE PROVISIONS

14.1 The amounts and types of insurance required herein shall be subject to revision annually and at each renewal term or extension at the discretion of WSU.

14.2 If Seller maintains higher limits than the minimums shown above, WSU requires and shall be entitled to coverage for the higher limits maintained by Seller.



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- 14.3 The indemnity and insurance requirements contained herein should be specifically referenced and incorporated into the contractual liability provisions of all insurance required herein.
- 14.4 If any insurance coverage required herein is written on a "claims made" basis, the policy retroactive date must precede the effective date of this Order and must not be advanced during the term of this Order. Seller agrees that such coverage must remain in force, either by maintaining continuous "claims made" coverage or by purchasing an extended reporting option, until the applicable preemptive period or statute of repose for any claims has expired. Seller must provide WSU with proof of continuous coverage at the time the policy is renewed.