

Standard Insurance Terms for Contracts

Effective September 18, 2026



The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "University") requires each contractor, vendor, supplier, or other party performing work or providing goods or services to the University (the "Contractor") to procure and maintain the minimum insurance coverages and limits set forth below. These requirements shall apply when incorporated into or referenced by a contract, agreement, purchase order, or other instrument between the University and the Contractor (the "Agreement"). Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach and shall entitle the University to all remedies provided for in the Agreement, or by operation of law. The insurance requirements are minimum requirements and shall not limit or otherwise affect the Contractor's liabilities, responsibilities, or indemnification obligations under the Agreement or applicable law. The Contractor shall procure and maintain the following insurance throughout the term of the Agreement and for any additional period specified herein:

Workers' Compensation and Employer's Liability

Workers' Compensation insurance in accordance with applicable law with respect to the Contractor's employees performing work or providing goods or services under the Agreement, and Employer's Liability with limits of not less than \$1,000,000 per accident/per disease/per employee. If the Contractor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor shall 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 written on an "occurrence" basis, including property damage, bodily injury, contractual liability, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be written on Insurance Services Office (ISO) Form CG 00 01 or an equivalent form.

Automobile Liability

If any motor vehicle is used in connection with the Agreement, Automobile Liability insurance shall be required with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. Coverage shall apply to owned, hired and non-owned vehicles and shall be written on ISO Form CA 00 01 or an equivalent form.

Professional Liability

If the Contractor provides professional services requiring specialized knowledge or licensure, Professional Liability (Errors and Omissions) insurance covering negligent acts, errors, and omissions in the performance of the services, with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate shall be required. If written on a claims-made basis, the coverage shall be maintained throughout the term of the Agreement and for not less than two (2) years after completion of the services, whether through continued coverage or an extended reporting period.

Cyber Liability

If the Contractor accesses, collects, stores, transmits, or otherwise handles University data, confidential information, regulated data, or University systems, it shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 per claim and in the aggregate. Coverage shall include, at a minimum, privacy liability, network security liability, data breach investigation and response, notification costs, and regulatory defense. If written on a claims-made basis, coverage shall be maintained throughout the term of the Agreement and for a reasonable period thereafter.

Umbrella/Excess Liability

Umbrella or Excess Liability insurance may be used to satisfy the minimum required liability limits, provided such coverage applies on a follow-form basis to the applicable underlying insurance.

Other Insurance Requirements

Additional Insured Status

The University, its officers, board members, employees, and agents shall be included as Additional Insured on the Commercial General Liability and Automobile Liability policies by endorsement. Commercial General Liability additional insured status shall be provided by endorsement (blanket or scheduled) at least as broad as both ISO Forms CG 20 10 07 04 and CG 20 37 07 04, or an equivalent endorsement approved by the University, providing coverage for ongoing and completed operations. Automobile Liability additional insured status shall be provided by endorsement at least as broad as

ISO Form CA 20 48, or by a blanket additional insured endorsement. See Verification of Coverage for how the University shall be listed.

Waiver of Subrogation/Recovery

The Contractor waives, and shall cause its insurers to waive, all rights of subrogation and recovery against the University for losses covered by any insurance maintained by the Contractor. The waiver shall be provided by endorsement on all required policies, including but not limited to Commercial General Liability, Automobile Liability, Workers' Compensation, and Excess/Umbrella, and Professional and Cyber Liability where commercially available.

Primary Coverage

For any claims related to the Agreement, the Contractor'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 Contractor's insurance and shall not contribute with it.

Subcontractors

The Contractor shall either insure its subcontractors' operations under the Contractor's own policies or require each subcontractor to maintain insurance appropriate to its work and consistent with the applicable requirements set forth herein, including additional insured status, primary and noncontributory coverage, and waivers of subrogation in favor of the University. The Contractor shall maintain certificates of insurance for each subcontractor and furnish copies to the University upon request. Failure of Contractor or any subcontractor to comply with this section shall not relieve Contractor of its obligations under the Agreement or these terms.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be disclosed to the University or reduced prior to the commencement of work. The University may require the Contractor 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 approved or authorized to conduct business in the applicable jurisdiction and having a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the University.

Verification of Coverage

Before commencing work or providing goods or services under the Agreement, the Contractor shall furnish certificates of insurance evidencing the required coverages and limits, together with required additional insured, waiver of subrogation, and other endorsements. Certificates of Insurance or endorsements shall identify the Certificate Holder and Additional Insured as follows:

**The Board of Supervisors of Louisiana State University
and Agricultural & Mechanical College
3960 W. Lakeshore Dr
Baton Rouge, LA 70808**

Failure by the University to obtain or review any certificate, endorsement, or other evidence of insurance shall not waive or modify the Contractor's obligations under these requirements. The University reserves the right to require copies of policies, endorsements, declarations, or other reasonably necessary evidence to verify compliance with these requirements.

Notice of Cancellation

The Contractor shall provide the University with thirty (30) days' written notice of cancellation, non-renewal, or material reduction in coverage, and ten (10) days' notice for cancellation due to nonpayment of premium.

Special Risks or Circumstances

The University 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.

Risk Management

Contractor agrees to cooperate with the University's reasonable risk management activities. Should Contractor become aware of an incident or allegation that may give rise to a claim against the University, Contractor agrees to promptly notify the University of the nature of the claim and report all necessary information related to the claim. The requirements of these terms shall survive any expiration or earlier termination of this Agreement.