

EXHIBIT A
Southern Methodist University
Office of Risk Management
Insurance Requirements of the Agreement
(Third Party Doing Business with SMU) as of 2/15/21

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, at its sole cost and expense including payment of any premiums, deductibles, and/or self-insured retentions, will provide the insurance required pursuant to this **Exhibit A** sufficient to insure all of the Contractor's duties and responsibilities under the Contract, as required below:

1. These requirements apply to Contractor, and to Contractor's sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Contractor must require all Subcontractors to comply with the insurance requirements applicable to Contractor.
2. The Contractor must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Contractor's negligence, willful misconduct, or omission.
5. Contractor will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Contractor until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.2 of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Contractor's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Contractor and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. If any of Contractor's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Contractor's certificate of insurance.
9. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
10. Contractor is responsible for maintaining its own insurance coverage on its personal property.
Contractor and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

The Certificate of Insurance must be completed using the following Description and Certificate Holder language, and will be acceptable to SMU:

1. **DESCRIPTION:** SMU must be included as additional insured unless noted otherwise on the attached form and must include the following language:

Southern Methodist University, its trustees, officers, employees, students, volunteers and agents are included as additional insureds (as the interest of each insured may appear) as to all insurance coverage required.

2. **CERTIFICATE HOLDER:** listed as follows and address to send Certificate of Insurance to:

*Southern Methodist University
Office of Risk Management
P.O. Box 750231
Dallas, Texas 75275-0231 [by courier: 3050 Dyer Ct., Dallas, TX 75205]
riskmanagement@smu.edu*

3. **CONTACT FOR QUESTIONS:** Associate Director, Risk Operations
Your prompt attention in this matter is greatly appreciated. If you have any questions, **please contact (214) 768-2486 or riskmanagement@smu.edu; Fax: (214) 768-4138**

SOUTHERN METHODIST UNIVERSITY
Standard Minimum Limits of Liability and Certificate of Insurance Requirements

The following Standard Limits are the minimum requirements for all Contractors. There are specific requirements that supersede the Standard Minimum Limits for Contractors providing high-risk services or for other high-risk projects and events. Please consult with the Office of Risk Management.

All Coverages and Minimum Limits of Liability listed below are required.

Line of Coverage	Description of Coverage and minimum Limits of Liability	SMU Included as Additional Insured Required
General Liability CG 00 01	Premises Liability \$1,000,000 per occurrence Personal Injury \$1,000,000 Products Liability \$1,000,000 Medical Payments \$10,000 Sexual Molestation/Assault \$50,000 General Aggregate \$2,000,000	Yes
Automobile Liability CG 00 01 CA 00 05, ..12, ..20	Combined Single Limit \$1,000,000 (any auto)	Yes
Workers' Compensation	Injury/Illness Statutorily required limits Employer's Liability \$1,000,000	N/A
Other coverages that may be required based on the goods, services, or activities of the Contractor		
Excess Liability (GL)	Over General Liability, auto, employer's liability (WC) \$5,000,000	Yes
Director's & Officer's Liability	Wrongful Acts \$1,000,000 per occurrence Errors & Omissions	Yes
Professional Liability	Architects & Engineers \$1,000,000 per claim/occurrence Lawyer's Malpractice \$1,000,000 per claim/ occurrence Medical Malpractice \$1,000,000 per claim/occurrence Technology Errors & Omissions \$1,000,000 per claim/occurrence Media Errors & Omissions \$1,000,000 per claim/occurrence Research Liability \$1,000,000 per claim/occurrence	Yes
Cyber Liability	Breach, Privacy, Virus, Security \$1,000,000 per claim/occurrence \$2,000,000 aggregate	Yes
Crime/Fidelity	Embezzlement, Fraud, Theft \$1,000,000 per occurrence \$2,000,000 aggregate	Yes
Pollution Liability	Hazardous Transfer, Storage, Disposal, Spills \$1,000,000 per occurrence \$2,000,000 aggregate	Yes
Accident insurance (to be purchased from SMU)	For events, camp and conference attendees or as otherwise required by SMU	Yes
Tenant and Users Liability Insurance Policy (TULIP)	For events and catering or as otherwise required by SMU	Yes
Automobile Liability	Chartered Bus \$5,000,000	Yes
Charter Aircraft	Single Limit Aircraft Liability \$50,000,000 If large aircraft (more than 20 seats) \$3,000,000 per seat All Risks Aircraft Physical Damage Value of aircraft	Yes
Others as listed:		Yes