

KANSAS STATE UNIVERSITY THIRD PARTY CONTRACT INSURANCE REQUIREMENTS

Contractor/Vendor Minimum Insurance Requirements

All contractors, vendors, or service providers (“Contractors”) providing services to or doing work on premises owned or operated by Kansas State University (“Premises”) are required to have insurance. Contractors are required to submit evidence of insurance prior to the commencement of service and/or the start of the agreement.

All Contractors doing business with Kansas State University shall maintain the following minimum insurance coverages. If a contractor’s product or service, in the opinion of Risk and Compliance, represents an unusual or exceptional risk, additional insurance for that product or service may be required.

1. **Statutory Worker’s Compensation Insurance.** Under the laws of the State of Kansas and any other applicable laws, all Contractors are required to maintain workers’ compensation insurance with statutory limits. Coverage “B” Employers Liability must have limits of at least \$1,000,000 per accident for bodily injury and disease.
2. **Commercial General Liability Insurance** subject to limits of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability, and Products and Completed Operations coverage.
3. **Automobile Liability Insurance** is subject to limits of at least \$1,000,000 combined single limit for each accident. Automobile Liability Insurance shall be for all owned, leased, non-owned, and hired automobiles.
4. **Umbrella/Excess Liability Insurance** Subject to limits of at least \$5,000,000 per occurrence and follow-form of the primary General Liability, Automobile Liability, and Employers Liability policies.
5. **All Risk Property Insurance** providing replacement cost coverage for any property damage to Contractor’s property which is caused by a loss of any kind and description to any property Kansas State University used to fulfill the terms of the contract or brought onto Kansas State University premises.

Additional insurance, based on risks identified in the contract’s scope of work

The following minimum insurance standards shall be included in contracts with Contractors doing business with Kansas State University, when applicable based on the scope of work.

6. **Professional Liability/Errors & Omissions** subject to \$1,000,000 per claim/\$2,000,000 aggregate covering the activities of the Contractor. Required if the contractor is performing any type of design/build for a particular project. Kansas State University may require proof that this coverage be provided for up to the statute of repose after project completion.
7. **Liquor Liability** with a minimum of \$1,000,000 per occurrence bodily injury and property damage / \$1,000,000 aggregate.
8. **Crime Insurance** with a minimum of \$1,000,000 per occurrence. The contractor, at its sole cost and expense, shall obtain and maintain in full force and effect Third Party Crime/Employee

Dishonesty Insurance in an amount not less than \$1,000,000. The insurance shall name Kansas State University as a loss payee.

If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

9. **Environmental Liability** with a minimum of \$5,000,000 per occurrence. The coverage must be maintained during the term of the agreement and at least three (3) years following its completion.

10. Cyber, Technology Products & Services Liability Insurance Requirements

- a. All Contractors providing Information Technology or similar services shall maintain Cyber and Technology Products & Services Liability insurance with limits of at least \$2,000,000 for each wrongful act, that provides coverage for:
- i. Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of Kansas State University Data, whether by Contractor or any of its subcontractor or cloud service provider used by Contractor.
 - ii. 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.
 - iii. Expenses related to regulatory compliance, government investigations, fines, fees/assessment and penalties.
 - iv. Liability for technological products and services.
 - v. Payment Card Industry (PCI) fines, fees, penalties, and assessments.
 - vi. Cyber extortion payment and response costs.
 - vii. First and Third-Party Business Interruption Loss resulting from network security and system failure.
 - viii. Costs of restoring, updating, or replacing data.
 - ix. Liability losses connected to network security, privacy, and media liability; and
 - x. Other necessary and customary overages.

Insurer rating

All insurance carriers must carry an A.M. Best rating of at least A-, Class VIII.

Sub-contractors

Contractors are required to verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Additional insured

Kansas State University and the Kansas Board of Regents will be named as Additional Insureds and will be provided with a waiver of subrogation by endorsement to the required policy.

Certificates of Insurance

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retention, or deductibles will be provided to Kansas State University upon.

Notice of Cancellation

Each insurance policy required hereunder shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to Kansas State University, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly via certified mail to Kansas State University to ksupurch@ksu.edu. If any insurance company refuses to provide the required noticed, the Contractor or its insurance broker shall notify Kansas State University of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.