



## Notice to Contractors, Vendors and Facility Users Minimum Insurance Requirements

### INSURANCE

The University of San Francisco requires evidence of insurance from (1) Contractors, (2) Vendors, (3) Other Parties that provide services to or on behalf of the University, and (4) Various Parties that use University of San Francisco facilities. All such parties shall furnish to the University PRIOR to commencement of work or activity, an Acord™ **Certificate of Insurance** (COI) form stating that there is insurance in effect with the minimum limits shown below.

NOTE: At the discretion of the University of San Francisco (due to the nature of the contract, activity, event or the number of people in attendance) higher limits or other requirements may be specified. Each completed COI should be sent to the attention of the contracting party at the University of San Francisco, at the address shown below, with a copy sent by email to **Melissa Diaz**.

ATTN: \_\_\_\_\_  
Name of Department  
University of San Francisco  
2130 Fulton Street  
San Francisco, CA 94117

#### **Commercial General Liability: (MINIMUM REQUIREMENTS)**

Each Occurrence:	<b>\$1,000,000</b>
Products/Completed Operations Aggregate:	<b>\$1,000,000</b>
Personal and Advertising Injury:	<b>\$1,000,000</b>
General Aggregate:	<b>\$3,000,000</b>

1. The COI must provide specific information as to the date and contract/activity/event for which the certificate is being issued. Coverage must be written on an “occurrence” form and maintained throughout the term of any contract/activity/event.

2. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject contract/project, or the general aggregate limit shall be twice the required occurrence limit.
3. The COI must provide coverage for completed as well as ongoing operations. Coverage limited to ongoing operations is not acceptable.
4. By endorsement, the policy must stipulate that for any claims related to any project, insurance coverage shall be primary and noncontributory as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute.
5. By endorsement the policy must reflect "The University of San Francisco, its trustees, officers, employees, faculty, and agents are included as an Additional Insured as their interests may appear with regard to the activity and/or operations under the subject Contract or Agreement." Cross liability coverage must be provided.
6. By endorsement, the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.

**Business Automobile Liability: (MINIMUM REQUIREMENTS)**

Commercial Entities: Business automobile liability with a combined single limit of not less than **\$1,000,000** per occurrence.

For Individuals: Liability of **\$100,000** per person / **\$300,000** per occurrence; property damage of **\$50,000** per occurrence.

1. COI will provide evidence of coverage arising out of automobiles owned, leased, hired or borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.
2. By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.

**Workers Compensation and Employer's Liability Insurance: (MINIMUM REQUIREMENTS)**

Workers Compensation - Statutory – As required by law in the State of California

By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco. The Contractor shall assure that all subcontractors provide workers' compensation coverage as described herein.

**Employer's Liability:**

**\$1,000,000** Bodily Injury by Accident - Each Accident

**\$1,000,000** Bodily Injury by Disease - Policy Limit

**\$1,000,000** Bodily Injury by Disease - Each Employee

**Professional Liability**

If the contract involves the delivery of architectural, engineering, or other professional services, evidence of professional liability (errors and omissions) insurance with a limit of **\$1,000,000** per occurrence must be provided. If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the agreement.

**Privacy and Information Security Insurance (Cyber Liability)**

The University is concerned about the safety and protection of its data and the remedies available in the event of a breach. Where unauthorized access to or acquisition of the University's data stems from a breach of the Vendor's security and/or privacy obligations, the Vendor shall pay the reasonable and documented costs incurred by the University. Vendors holding University owned, originated, or provided data will require the following Cyber Liability insurance coverage:

Cyber Liability insurance including coverage for (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, including what is commonly known as "ransomware", (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties, and (g) liability arising from the loss or disclosure of confidential data with coverage limits of **\$5,000,000** per occurrence. This coverage shall be endorsed to name the University of San Francisco, its trustees, officers, employees, faculty, and agents as an Additional Insured with respect to liability arising out of Supplier's activities. Such insurance shall be in a form acceptable for University of San Francisco.

### **Data ownership**

Vendor acknowledges USF's sole and continued ownership of the Data used to deliver the Service, either provided by USF or acquired on behalf of USF, and the specific rights of return of the Data. Vendor agrees not to use or retain copies of the Data for its own purposes during or after the term of the Contract.

### **Sub-contractor**

USF's ownership of the Data extends to a Sub-contractor, Sub-processor or other authorized party (collectively "Sub-contractor") engaged by the Vendor as part of delivering the Service. Vendor agrees to not share Data with a Sub-contractor unless authorized by USF. Vendor is responsible for providing reasonable oversight to ensure the Sub-contractor is in compliance with the Contract such that any failure by the Sub-contractor in its performance will be treated as a breach of Contract by the Vendor.

### **Access**

Vendor agrees to provide USF with access to the Data during the term of the Contract including under emergency or abnormal conditions such as the sale or demise of the Vendor.

### **Location**

Vendor agrees to host the Data in North America[1]. If the Data will be replicated or copied to a non-US location, Vendor agrees to inform USF before the start of the Contract and before replication occurs if after the start of the Contract. USF reserves the right to not have the Data replicated to a non-US location.

### **Retention and Deletion**

Vendor agrees to abide by USF's record retention schedule, and to inform and seek approval from USF if the Data is to be retained longer than the schedule. Where Data is to be erased at the end of the term, Vendor agrees to provide confirmation of this across all storage media including backup copies and hardcopy.

### **Obligation Upon Termination**

If not erased at term, Vendor shall return all Data to USF, at no extra fee, at the termination of the Contract, or within five (5) business days after this date unless otherwise agreed. Vendor will make available mechanisms to provide the Data to USF in the same format as originally received. Where Data was not provided prior to the start of the Service, Vendor agrees to return

all Data held and acquired since the start of the Contract. Text Data may be returned as a comma separated value (.csv) file or XML file, with audio, image and video returned in common standard formats.

### **Security and Compliance**

Vendor will provide USF with details of its Service, system architecture, and privacy and security mechanisms used to protect the Data together with any applicable certifications and attestations of compliance. Where the Data is subject to laws and regulations that include, but are not limited to, FERPA, GDPR, Gramm-Leach-Bliley Act (GLBA), HIPAA, and PCI-DSS, Vendor agrees to provide USF with sufficient guarantees that appropriate technical and organizational measures are employed that will ensure the security and privacy protection of the Data to satisfy the respective legal and regulatory compliance requirements. The Vendor agrees to USF's rights to audit compliance.

### **Representations and Warranties and Covenants**

Vendor shall represent and warrant that its Processing of the Data complies with all applicable privacy, security and data protection laws.

### **Data Breach**

Vendor shall without undue delay notify USF as soon as a data breach, loss of control over, or unauthorized access to the Data occurs, and not later than 48 hours after becoming aware of this. Vendor shall provide USF with details of the Data affected, the nature of breach, loss, or exposure, and remediation applied. Vendor agrees to undertake remediation at no cost to USF where the event was not caused by USF.

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[1] North America includes the United States of America and territories, and Canada.

### **Umbrella or Excess Liability Insurance**

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits. The Umbrella or excess liability insurance policy must be endorsed to the University of San Francisco as being "As Broad as Primary Policy."

### **Endorsements**

When required "by endorsement," the presence of such endorsement must be noted on the COI and a separate insurer issued endorsement must accompany the certificate.

### **Policy Cancellation**

The Contractor or Vendor shall agree that, except for ten (10) days' notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to the University of San Francisco. Each COI shall specify that SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### **Deductibles and Self-Insured Retentions**

Insurance shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the University of San Francisco. Such approval shall not relieve you from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$10,000.00 per occurrence, unless otherwise approved by the University of San Francisco.

### **Approved Insurer**

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as "(A-) IX" or better.

### **Subcontractors and Vendors**

The Contractor shall maintain COI forms in conformance with the above requirements for all subcontractors or other parties providing service under this contract.

### **Evidence of Insurance**

Proof of the required insurance is evidenced by a COI on an Acord™ form, provided by your insurance agent or broker. This form must be in the possession of the University of San Francisco before the work or activity starts. The COI must be filed with the contract so that it can be found in the event of a loss.

### **General Insurance Requirements**

The insurance limits listed in this document should be considered to be the minimum required. The University of San Francisco may make exceptions (for higher or lower limits) if it is determined that the exposure is more or less than contemplated by these requirements.

Exposures related to aircraft, watercraft, professional liability and hazardous activities will require additional insurance and/or higher insurance limits.

For any claims related to any project, your insurance coverage shall be primary insurance as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.

### **Completed Certificate of Insurance**

Provide a completed COI using an Acord™ form or other form providing the same information in substantially the same format and acceptable to the University of San Francisco.

1. Endorsements issued by the insurer must be provided for Additional Insured, primary/Non-Contributory, and Waiver of Subrogation. Reference should be made to same on the COI, but the actual separate endorsement must be provided.
2. Special instructions or terms or limitations to coverage. If coverage is limited to a specific project, the COI should stipulate those details.
3. The University of San Francisco listed as the certificate holder.
4. Signature of the insurer's agent or representative and date.

### **Contact Information**

For more information, contact:

#### **Melissa Diaz**

Director of Risk Management

University of San Francisco

2130 Fulton Street

San Francisco, CA 94117

Phone: 415-422-5899

[mddiaz2@usfca.edu](mailto:mddiaz2@usfca.edu)

All vendors must comply with the terms and conditions as specified on USF's Insurance/Certificate of Insurance website: <https://myusf.usfca.edu/risk/insurance>