

Name of Vendor/Contractor:
UMD Procurement Contract Number:
Product or Service:

THIS INSURANCE ADDENDUM BETWEEN CONTRACTOR AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT IDENTIFIED ABOVE.

The terms and amounts of required coverage may be changed at the Procurement Officer's discretion. For construction contracts, Builder's Risk insurance also applies.

1. Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Contract.
 - a) Commercial General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
 - b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
 - d) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
 - e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.
 - f) Food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
2. All policies for liability protection, bodily injury or property damage must specifically name or its face, the State of Maryland, the University System of Maryland, and the University of Maryland as "Additional Insured" as respects to operations under the contract and premises occupied by Contractor provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1f above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the

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persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

3. Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
 - a) In cases where personal health information (PHI), electronic personal health information (ePHI), electronic medical records (EMR), or FERPA records are involved, insurance limits not less than \$5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractors performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
 - b) This requirement may be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included coverage in Contractor's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.
4. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer."
5. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.