**VENDOR/CONSULTANT/SERVICE PROVIDER**

**Insurance Standards**

**Insurance Standards**

The Consultant/Contractor (Contractor) shall, at its own expense, obtain and maintain the insurance coverage with limits not less than those set forth below (Insurance Standards) from carriers licensed to do business within the Commonwealth of Massachusetts and possessing a minimum A.M. Best rating of A**-** (Excellent), FSC VII. The Trustees of Mount Holyoke College (MHC) shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under the subject Agreement. Rather, the intent is to ensure that any claims caused, in whole or in part, by Contractor's acts or omissions or the acts or omissions of those acting on Contractor's behalf will be covered to the full extent of applicable policy limits. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Insurance Standards stated below do not replace any surety (performance, payment or maintenance) bonds if required by the applicable Agreement.

Any subcontractors (of every tier) hired by Contractor to perform Services under the subject Agreement must meet the Insurance Standards set forth below unless waived by MHC in writing. The Contractor shall maintain each of its subcontractor’s certificates of insurance on file and provide such information to the Trustees of Mount Holyoke College for review upon request.

Prior to commencing the Work, the Contractor shall provide the Trustees of Mount Holyoke College with: 1) a completed Certificate of Insurance as set forth below; and 2) the additional insured endorsements, waiver of subrogation endorsements, and the primary/noncontributory endorsement required by the Insurance Standards.

None of the Insurance Standards contained herein or the Trustees of Mount Holyoke College’s approval of insurance coverage maintained by Contractor are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the applicable Agreement, any other agreement with the Contractor, or as otherwise provided by law. Contractor is required to pay any and all deductibles and/or self-insured retentions that may apply to the Insurance Standards.

Failure of Contractor to obtain and maintain the Insurance Standards in amounts not less than those set forth below shall constitute a breach of contract, and Contractor will be liable to the Trustees of Mount Holyoke College for any and all costs, liabilities, damages, and penalties (including attorney’s fees, court, and settlement expenses) resulting from such breach, unless The Trustees of Mount Holyoke College provides Contractor with a written waiver of such Insurance Standards.

Failure of Contractor to provide insurance as herein stated or failure of the Trustees of Mount Holyoke College to require evidence of insurance or to notify Contractor of any breach by Contractor of the obligations of this section shall not be deemed to be a waiver of any of the terms of the applicable Agreement, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein.  The obligation to procure and maintain the Insurance Standards is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

**Notice of Cancellation Provision**

Insurance Standards as set forth below shall not be suspended, voided, or cancelled without (30) days prior written notice to MHC, except when cancellation is for non-payment of premium; then ten (10) days’ prior written notice may be given. Such notice shall be sent directly to the Trustees of Mount Holyoke College; Attention: Ruth S. Rauluk, C.P.M, ARM, 8 Park Street, South Hadley, MA 01075, rrauluk@fivecolleges.edu. If any insurance company refuses to provide the required notice, the Contractor or its insurance representative shall notify MHC of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

**Coverages**

1. ***Commercial General Liability*** – ISO Form CG 00 01 or substitute form providing equivalent liability coverage. If CGL has a general aggregate limit, then ISO endorsement CG 25 04 or its equivalent should be added. Coverage to include:
	1. Premises and Operations
	2. Personal Injury/Advertising Liability
	3. Products/Completed Operations
	4. Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
	5. Sexual abuse and molestation coverage
	6. Independent Contractors
	7. Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance issued to the Trustees of Mount Holyoke College using ISO endorsement CG 20 01 or its equivalent.
	8. To the fullest extent permitted by law, the policy shall include a waiver of subrogation in favor of the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns using ISO Endorsement CG 24 04 or equivalent.
	9. To the fullest extent permitted by law, the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns must be included as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor using ISO additional insured endorsement CG 20 26 or equivalent.
2. ***Business Automobile Liability*** – ISO Form CA 00 01 or substitute form providing equivalent liability coverage. Coverage to include:
	1. All Vehicles Owned, Leased, Hired, Non-Owned, and Employee Non-Owned Vehicles
	2. Personal Injury Protection (where applicable)
	3. In all states that have no-fault laws, the policy obtained shall contain an endorsement that forbids subrogation claims against the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns using ISO endorsement CA 04 44 or its equivalent
	4. To the fullest extent permitted by law, the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns must be included as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor using ISO endorsement CA 20 48 or its equivalent.
3. ***Worker’s Compensation* (Waiver of Subrogation Required)**. Coverage to include:
	1. Statutory Benefits (Coverage A)
	2. Employer’s Liability (Coverage B)
	3. To the fullest extent permitted by law, the policy shall include a waiver of subrogation in favor of the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns using NCCI endorsement WC000313 or its equivalent.
4. ***Umbrella (Excess) Liability***
	1. Excess of Commercial General Liability, Automobile Liability, and Employer’s Liability. Coverage should be as broad as primary coverage.
	2. To the fullest extent permitted by law, the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns should be included as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.
5. ***Professional Liability for Contractors***
	1. General Requirements: Required coverage whenever the Contractor is required to be professionally certified or licensed by the State of Massachusetts and/or where the Contractor’s errors or allegations of professional errors or negligent performance of service could result in economic loss to MHC. The policy should include coverage for loss resulting from Contractor’s errors, professional misconduct, omissions, or negligent performance of professional services defined in the scope of services in the subject Agreement. Proof of professional liability insurance must be provided prior to commencement of project or service under Agreement and, if written on a claims-made basis, must be provided for up to three (3) years following completion of the project or provision of the service contemplated under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of contract work.
	2. To the fullest extent permitted by law, the policy shall include a waiver of subrogation in favor of the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns
	3. Errors & Omissions Liability: The Contractor shall maintain errors and omissions liability insurance covering loss resulting from Contractor’s negligent performance of professional services, errors, and/or omissions, and for damages sustained by reason of or in the course of operations or provision of Services under this Agreement.
6. ***Crime Coverage/Employee Dishonesty***
	1. General Requirements: Required coverage whenever the Contractor: 1) collects money or other forms of payment on MHC's behalf; 2) collects money or other forms of payment on Contractor's behalf and subsequently makes a periodic payment to MHC for a portion of such collection; 3) has special access to valuable property on MHC's premises, 4) has special access to confidential or personal information (paper or electronically); or 5) has on-site or remote access to MHC's computer network and data.
	2. Coverage should be provided using ISO form CR 0001 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 0401 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent.
7. ***Cyber Liability***
	1. General Requirements: Required coverage if the Contractor accesses, stores, and/or transmits data and confidential information of Mount Holyoke College, whether such access, storage, and/or transmittal occurs onsite or remotely. The insurance should include coverage for both first party and third-party damages, notification costs, regulatory fines and penalties, and technology errors & omissions/professional liability. The insurance shall provide coverage for the failure of the insured to prevent a security breach or privacy breach or disclosure and provide coverage for the following risks (at a minimum):
		1. Liability arising from theft, dissemination, and/or loss or disclosure of confidential information (a defined term including, but not limited to, bank account and credit card information; and personal information, such as name, address, social security numbers, etc.) and Client Data as defined in the Agreement stored or transmitted in electronic form;
		2. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure:
		3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the date, software, and programs thereon
	2. This coverage is variously referred to as Network Security, Breach Response, Privacy Liability, or Technology Errors & Omissions. Policy should include coverage for both first- and third-party losses, including but not limited to the following preferred coverage:
		1. Crisis management costs to pay for various breach response experts.
		2. Data asset restoration costs to repair or replace data, hardware, software or other information that is damaged or destroyed.
		3. Business interruption caused by insured’s network security failure by reimbursing for resulting lost income and extra operating expenses.
		4. Extortion and ransomware threats made against insured’s computer network and confidential information by an outsider attempting to extort money, securities, or other valuables. Coverage includes aligning the insured with incident service providers who have or can arrange for access to cryptocurrency, reimbursing the insured for funds paid to end the threat and the cost of restoring the network.
		5. Social engineering losses for various kinds of fraudulently induced thefts such as wire transfers and W-2 tax refund schemes.
		6. Media-related liability for content distributed on an insured’s website.
		7. Regulatory actions, including fines and penalties, in connection with a security failure, privacy breach, the failure to disclose a security failure or privacy breach, or in connection to non-compliance to privacy laws and regulations.
		8. Fines and penalties assessed in connection with a payment card (PCI) breach.
		9. Third-party claims arising from: 1) acts, errors, or omissions in the sale of technology products or in the performance of technology or professional services; 2) a failure of the insured’s network security; or 3) a failure to protect data or privacy.
	3. To the fullest extent permitted by law, the policy shall include a waiver of subrogation in favor of the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns
	4. To the fullest extent permitted by law, the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns must be included as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.
8. ***Environmental/Pollution Liability***
	1. General Requirements: Required coverage if the Contractor’s work involves the handling of hazardous materials or the operation of the Contractor could create or exacerbate an environmental hazard. Contractor should provide pollution liability coverage to cover bodily injury; property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
	2. Coverage should apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.
	3. The Contractor needs to warrant that any retroactive date applicable to coverage under the policy precedes the effective date of the contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three years, beginning from the time that work under the subject contract is completed.
	4. If the Contractor is responsible for removing any pollutants from a site, the Contractor will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Auto liability coverage should be endorsed to the include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS-90.
	5. To the fullest extent permitted by law, the Trustees of Mount Holyoke College, its present and former trustees, officers, directors, employees, agents, students, volunteers, agents, and assigns must be included as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.

**Insurance Standards and Limits of Liability**

The Contractor shall carry the following Insurance Standards with limits of liability in amounts not less than those set forth below. If the contractor carries higher limits, such limits must be shown on the certificate. **Note that Mount Holyoke College reserves the right to change these requirements based on the subject project.**

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| **Commercial General Liability** |
|  General Aggregate  | $2,000,000 |
|  Products/Completed Operations Aggregate | $2,000,000 |
|  Each Occurrence Limit | $1,000,000 |
|  Personal Injury/Advertising Liability | $1,000,000 |
|  Damage to Rented Premises | $1,000,000 |
|  Medical Payments (Any One Person) | $ 5,000 |
| Sexual Abuse and Molestation Coverage  | $1,000,000 |
| **Automobile Liability** |
|  Bodily Injury/Property Damage (Each Accident); Combined Single Limit for Bodily Injury/Property Damage | $1,000,000 |
| Personal Injury Protection | Statutory |
| **Workers’ Compensation** |
| Coverage A | Statutory |
| Coverage B (Employer’s Liability)  | $1,000,000/$1,000,000/$1,000,000 |
| **Umbrella Liability** |
| Each Occurrence Limit | $2,000,000 |
| General Aggregate Limit | $2,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |
| **Professional Liability (Errors and Omissions)** |
| Each Claim | $2,000,000 |
| General Aggregate | $2,000,000 |
|  |
| **Crime Coverage/Employee Dishonesty** |
|  |
| Per Loss | $1,000,000 |
| **Cyber Liability**  |
| Per Occurrence | $1,000,000 |
| General Aggregate | $4,000,000 |
| **Environmental/Pollution Liability**  |
| Each Incident | $1,000,000 |
| General Aggregate | $4,000,000 |

**Additional Requirements**

***All Insurers/Brokers****:*

1. Must be licensed or approved to do business within the Commonwealth of Massachusetts.
2. Must write insurance, with the exception of professional liability insurance, on a per occurrence basis.
3. Must provide notification of the cancellation of the above described policies prior to the expiration date in accordance with the applicable policy provisions.
4. Must provide a completed Certificate of Insurance (COI) and applicable endorsements prior to the commencement of any work for MHC. COI must be filed thirty (30) days before any renewal during the agreement period. COI shall contain the following information:
	1. Name and address of insurance representative, phone number, and email address
	2. Name of insurance company(ies) and policy number(s)
	3. Policy period
	4. Name and address of insured
	5. Listing of coverage(s)
	6. Name/Number of Project and Agreement Term
	7. Policy limits
	8. Special instructions or terms of coverage (University as Additional Insured; Waivers of Subrogation)
	9. The Trustees of Mount Holyoke College, 50 College Street, South Hadley, MA 01075 listed as the certificate holder.
	10. Signature of the insurance representative and date
	11. Statement that reads “Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.”
5. Provide a renewal certificate to the Trustees of Mount Holyoke College within 15 days of policy expiration dates.