Outside Agencies
Vendors, Special Events, & Leases

Anytime departments work with external entities there arises potential liability to the University. Whenever possible, the University wants to ensure those entities carry adequate insurance coverage. Vendors and users of Northeastern University properties shall obtain and maintain insurance coverage set forth below. Certifications of insurance in companies properly licensed and satisfactory to Northeastern University must be received prior to starting the job or using the premises.

Required Limits of Liability

1) Commercial General Liability: Commercial General Liability including coverage for premises and operations, products/completed operations, independent contractors, contractual liability, advertising liability, personal injury and broad form or property damage with limits no less than:
   - General Aggregate: $3,000,000
   - Products/Completed Operations Aggregate: $3,000,000
   - Each Occurrence Limit: $1,000,000
   - Personal/Advertising Injury: $1,000,000
   - Fire Damage (Any One Fire): $250,000
   - Medical Payments (Any One Person): $10,000

2) Automobile Liability and Property Damage: Automobile Liability and Property Damage including coverage of owned, non-owned and hired vehicles with limits not less than:
   - Bodily Injury/Property Damage (Each Accident): $1,000,000
   - Personal Injury Protection: Statutory

3) Umbrella Liability: Umbrella Liability insurance is a type of liability insurance that protects the University above the primary policies (may be higher limits if unique hazards exist).
   - Bodily Injury and Property Damage (each occurrence): $1,000,000

4) Workers Compensation & Employers Liability: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work with limits no less than:
   - Coverage A: Statutory Limits: Massachusetts
   - Coverage B: Employers Liability
     - $500,000 each accident
     - $500,000 disease policy limit
     - $500,000 disease per employee

5) Exposure: If an exposure exists, limits approved by Northeastern University shall be provided for the following:
   - Professional Liability (Errors & Omissions)
   - Pollution Liability
   - Aircraft Liability (owned and non-owned)
   - Watercraft Liability (owned and non-owned)

6) Additional Requirements: The (Vendor/User) shall name Northeastern University and its officers, employees, agents, and volunteers as Additional Insured (ISO Form CG 2010, 1997 Edition or equivalent). Further, all policies of insurance shall:
   - Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by Northeastern University
   - Include a Waiver of Subrogation Clause
   - Not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to Northeastern University.
### Certificate of Liability Insurance

**Date:** (MMD/YYY)

**Producer**
- **Name:**
- **Phone:**
- **Fax:**
- **Email:**
- **Address:**
- **Customer ID:**

**Insured**
- **Insurers Affording Coverage:**
- **NAC:**

**Coverages**

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Certificate Number</th>
<th>Revision Number</th>
</tr>
</thead>
</table>

#### General Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Automobile Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>All Owned Autos</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Scheduled Autos</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Hired Autos</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Umbrella Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Excess Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Workers Compensation and Employer's Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Description of Operations/locations/Vehicles

(Attach ACORD 101, Additional Notes Schedule, if more space is required)

### Certificate Holder

**Authorized Representative**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

---

1) **Issue Date** - The issue date should always be current with the operations that are to be insured.
2) **Producer** - Insurance agent/broker who issued the certificate
3) **Insured** - The insured’s legal name & address
4) **Insurers Affording Coverage** - Used to certify the coverage issued by as many as 5 companies
5) **Types of Insurance** - Must include types of insurance required by contract
6) **Policy Number** - Policy number of the listed insurance type
7) **Policy Effective & Expiration Dates** - The insured operation must fall between the two dates
8) **Policy Limits** - Must be the same or greater than what’s required by contract
9) **Description of Operations** - Recorded information necessary to identify the operations for which the certificate was issued. Information about the additional insured will also be found here.
10) **Certificate Holder** - Must list Northeastern University’s name and address ONLY.

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ACORD 25 (2009/09)
• Contract Review Policy on UC Website
  • Some contract templates exist
    – In process of being reviewed/revised as necessary
    – Will be on UC website
    – Input will be sought from departments
• A legal review process applies to all contracts
• UC cover sheet accompanies contracts
• Signatory authority/board approval
• Your dept., not UC, keeps a copy

• What is a contract? Generally:
  • any agreement (oral or in writing)
  • between the University and a 3rd
  • which obligates the parties to
    – do something or
    – refrain from doing something
• Purposes: state business terms & allocate risk
• Relationship between parties
  – Controlled by the “four corners” of the document
  – Goal: to avoid ambiguities & vagueness

• Common Elements
A. Parties
B. Recitals
C. Definitions
D. Covenants
E. Representations and Warranties
F. Indemnification and Insurance
G. Defaults and Remedies
H. General Provisions
• Some of these may not be in all contracts
Anatomy of a Contract - Northeastern University

• Identification of Parties
  – Appropriate Parties
  – Correct Designations
  – Hard to sue a party that does not exist

• Recitals or “Premises”
  • Importance often overlooked
  • Provides snapshot of the subject matter
  • Best to incorporate

• Defined Terms – Goals: clarity & simplicity
  – Agreement
  – Parties
  – Services
  – Term
  – Fees
  – Defaults
  – Many more, sometimes pages of defined terms
• Generally appear as: (“Example”)
• Covenants
  – Agreements or promises
  – From one party to the other
  – Something is done, will be done or shall not be done (or stipulates to a fact)
  – Are the terms of the transaction contemplated
  – Can be express or implied
  – Can be conditional
  – Huge array: depends on circumstances

• Covenants (Examples)
  • Term & Termination (auto-renew) (with/without cause)
  • Service/Product
  • Fees
  • Confidentiality, Privacy, Information Security, Data Breach
  • Release from liability/No suit
  • Indemnity/Insurance
  • Intellectual Property & Further Assurance
  • Jurisdiction (power to decide a case)
  • Venue (the geographic setting of a case)
  • Enforcement: trial or arbitration

• Representations and warranties
  – Reps: statements of fact/circumstance made to induce X to enter the contract
  – Warranty: a promise that X fact is true (as rep's)
  – Vary – examples include:
    • Authority and power
    • No conflict with other agreements
    • Contract is legal, valid and binding
  – Others are contract specific
• Representations and Warranties (cont’d)
  — Subject matter specific
    • Accuracy of financial information
    • Absence or existence of liens
    • Identity and physical condition of assets
    • Pending litigation
    • Compliance with Laws (e.g., New Mass Law)
    • Non-Infringement with IP of a 3P
    • Insurance

• Representations and Warranties (cont’d)
  — Disclaimers: In almost every contract
    • “Never promised you a rose garden.”
    • Can disclaim every rep and warranty
    • Goal: To reduce one’s liability
  — Always found in technology agreements
    • Can’t disclaim non-Infringement warranty
    • Can’t disclaim liability with such warranty
    • Can’t disclaim liability re data breach

• Indemnity & Insurance
  — Indemnity is a covenant to prevent economic harm.
  — Like self-insurance
  — Buys the party receiving the promise a contract claim, but is only as good as the entity making the promise.
  — In essence: “If B is liable to 3P, then A is liable to B.”
  — Everyone wants it, but no one readily gives it.
  — Typical fencing/limits to indemnity
    • Limited to specific acts causing harm to 3P in performance of K
    • Prompt Notice of Claim of Indemnity
    • Control of suit or the Claim
    • Power to settle the suit
    • Caveats for negligence/gross negligence of the indemnified party — so the “insurer” is not paying for the other party’s bad behavior.
• Insurance: University Policy on insurance
• Generally $2MM/$4MM
• Backstops a covenant of indemnification
• “Additional insured” vs. additional “Named insured”
• Certificate holder vs. Evidence only

• Defaults and Remedies
  – Defaults are usually defined/Some examples:
    • Failure to perform
    • Rep/Warranty is incorrect or untrue
    • Failure to pay as agreed
  – Sometimes, defaults include cure provisions
  – Remedies
    • At law
    • In equity (specific performance/injunctive relief)
    • Specific, contractually provided remedies

• Miscellaneous Provisions
  – Boilerplate? But we always rely on “fine print”
  – Survival
  – Limitations of liability between parties/3Ps
  – Integration clause/conflict clause
  – Waivers & modifications
  – Governing Law
  – Severability
  – Force majeure: focus s/b uncontrollable events
• OTHER QUESTIONS? THANKS!