

Commercial Umbrella/Excess Liability Insurance

The Commercial General Liability and Commercial Automobile Liability limits specified above may be satisfied through a combination of primary and umbrella/excess liability policies written on a follow form.

POLICY PROVIDERS

All insurance coverage shall be issued by an insurance company with a minimum current *A.M. Best's* rating of A-, Class V.

NOTIFICATION ENDORSEMENT

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, materially changed, allowed to lapse, or allowed to expire until Northwestern University has received thirty (30) days of written notice. Renewal certificates shall be sent to Northwestern University within five (5) days following the renewal or any expiration date of coverage.

DEDUCTIBLES

A contractor may elect to secure an insurance program with a deductible or self-insured retention (SIR) of up to \$25,000 without prior approval from the University. Any deductible or SIR larger than \$25,000 must be approved by the University. Contractor may be required to furnish audited financial statements to determine the contractor's financial ability to absorb the obligation of a deductible or SIR without material impact on the solvency of the contractor.

IMPAIRMENT OF LIABILITY

In the event the insurance program required by Northwestern University were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than 20%, Northwestern University shall be notified within thirty (30) days. Northwestern University may require additional insurance or reinstatement of the limits of liability as necessary to protect the financial interest of the University.

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

NU shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

NOTICE OF INCIDENT

Contractor shall inform Northwestern University Risk Management of all incidents and/or accidents that occur on NU premises or that might otherwise give rise to a claim against NU and shall be responsible for providing appropriate written notification. Such notification shall be provided as soon as reasonably possible but will not exceed twenty four (24) hours after contractor is aware of the incident/accident.

INDEMNITY PROVISIONS

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Northwestern University, its Board of Trustees, Faculty, Staff, and Agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of services under this contract, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.