

## MIT Insurance Requirements of Others

<u>Type of Insurance</u>	<u>Minimums of Liability</u>
I. Workers' Compensation Employers' Liability	Massachusetts Statutory \$1,000,000
Covering each and every worker employed in connection with the work as provided in the statutes applicable to Workers' Compensation.	
II. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Coverage to include: Personal/Advertising Injury, Products & Completed Operations, Liability assumed under an Insured Contract (including defense costs assumed under contract), and Broad Form Property Damage.	
In addition to the above, construction contracts must also include: Designated Construction Project — per project limits.	
III. Automobile Liability (Bodily Injury & Property Damage)	\$1,000,000 each occurrence
Required for Owned, Non-owned, or Hired Vehicles if vehicles are used in the provision of services under this contract.	
Endorsements CA-9948 and MCS-90 are required if the Vendor/Contractor is transporting any type of hazardous materials.	
IV. Excess Liability (Umbrella Form)	\$10,000,000 per occurrence
Excess coverage is provided over the General, Automobile, and Employers' Liability coverages.	
V. Professional Liability	\$5,000,000 per claim Maintained for 3 years after the termination of this Agreement.
The terms of the contract will specify the type of "Professional Liability" coverage that will be required.	
VI. Environmental Liability	\$5,000,000 per claim Maintained for 3 years after the termination of this Agreement.
MIT may require this coverage whenever work at issue under this contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Vendor/Contractor described in the Vendor/Contractor's scope of services.	

MIT **MUST** be named as an additional insured on the above policies, excepting the Workers' Compensation and Professional Liability coverages. The Vendor/Contractor's policy must be primary and non-contributory with respect to any insurance coverage and/or self-insurance of MIT. All policies shall be endorsed to provide MIT with 30 days' notice prior to cancellation or modification.

Prior to commencing work under this Agreement, Vendor/Contractor shall furnish MIT with Certificates of Insurance to reflect current compliance with the minimum limits of liability required under this Agreement issued by insurance companies licensed to do business in the Commonwealth of Massachusetts and acceptable to MIT. (Insurance carriers with a minimum A.M. Best rating of A- VII or better will be deemed acceptable to MIT.)

Vendor/Contractor shall maintain these coverages continuously for the duration of this Agreement, and shall submit a new Certificate as needed, as evidence of continued compliance. Any coverage written on a "claims made" basis shall provide "tail" coverage for a period of 3 years after the expiration of the contract. In the event that the Vendor/Contractor fails to maintain the required levels of liability coverage, MIT shall have the right to terminate the Agreement.