

Insurance Required by MIT for Providers of Services

Higher limits and additional coverages may be required for certain services, depending on the nature of the work/service being provided.

	Type of Insurance	Minimum Limits of Liability
I.	Workers' Compensation	MA Statutory
	Employer's Liability	\$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	\$1,000,000 combined single limit, Bodily Injury & Property Damage
	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 required to {follow form} and apply when the General, Automobile, and Employers' Liability coverage limits are exhausted.	
SPECIALIZED COVERAGES		
V.	Services involving Minors	\$1,000,000 per occurrence – Sexual Abuse / Molestation coverage (can be included as part of general liability; entire limit must apply to this coverage)
VI.	Liquor Liability	\$1,000,000 per occurrence
		\$2,000,000 aggregate
	Coverage is required if alcohol is served in the provision of services, either as a separate placement or part of General Liability policy.	
VII.	Environmental Liability	\$5,000,000 per claim

Insurance Required by MIT for Providers of Services

	MIT may require this coverage whenever work under the contract involves potential environmental risk or losses caused by hazardous materials (including asbestos), that may arise from the operations of the Vendor/Contractor described in the Vendor/Contractor's scope of services	
VIII.	Professional Liability	\$1,000,000 for miscellaneous professional & \$5,000,000 for specific professional. Limits to be provided on a per claim basis
	Professional liability, also known as errors & omissions, provides coverage for suits/claims alleging financial loss for the wrongful/negligent act, error, and/or omission that may arise from the performance, or lack of performance, of such service.	
	Miscellaneous Professional: is intended for non-specialist service providers, such as certain consultants, real estate property appraisers, travel agents, executive recruiter, advertising agencies, event planners, etc.	
	Specific Professional: is intended for specialists such as lawyers, doctors, accountants, architects, and engineers, insurance brokers, software developers* and other consultants, etc. *(See cyber / tech E&O)	
IX.	Crime / Fidelity Coverage	\$1,000,000* per occurrence or per claim \$5,000,000* per occurrences or per claims/aggregate
	The \$5M limit is required of all vendors and/or financial institutions that handle money or securities of behalf of MIT, as well as temporary staffing agencies that place individuals at MIT. Coverage should be provided, at a minimum, for employee dishonesty (including 3 rd party coverage/naming MIT as third-party beneficiary), forgery and social engineering.	
X.	Cyber/Privacy Liability & Technology Errors & Omissions (E&O)	\$5,000,000 per occurrence or per claim – cyber / privacy coverage (as defined below) \$10,000,000 per occurrence or per claim – for technology E&O & cyber/privacy
	Whenever work involves access to, or possession of, MIT's financial, private, and/or proprietary information, including any personal identifiable information (PII), personal health information (PHI) or personal credit information (PCI) of any MIT employee, student or other individual covered under the service provided by Vendor/Contractor, the cyber/privacy coverage referenced below is required. In addition , if Vendor/Contractor renders specific technology/professional services, then Technology E&O coverage is required in addition to the cyber / privacy coverage.	

Insurance Required by MIT for Providers of Services

	Coverage to include, but not be limited to:
	a. Network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of MIT data, whether by Contractor of any of its subcontractor or cloud service provider used by Contractor.
	b. Costs associated with a privacy breach, including notification of impacted individuals, customer support, forensics, crisis management, public relation consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services of impacted individuals.
	c. Expenses related to regulatory compliance, government investigations, fines, fees/assessment and penalties.
	d. Liability for technological products and services (if such services/products are contemplated by the Agreement)
	e. PCI (payment card industry) fines, fees, penalties and assessments.
	f. Cyber extortion (ransomware) payment and response costs
	g. First and third- party business interruption loss resulting from a network security and system failure.
	h. Costs of restoring, updating, or replacing data.
	i. Liability losses connected to network security, privacy and media liability
GENERAL TERMS & CONDITIONS	
1.	MIT and its directors, officers, employees, and agents (Collectively, the “MIT Parties”), MUST be named as additional insureds on the above policies, excepting the Workers’ Compensation and Professional Liability coverages. Additional insured status shall extend to the full limits of liability maintained by the Vendor/ Contractor even if those limits of liability are in excess of those required by this Agreement.
2.	Any policy language limiting the recovery/indemnification to the amount of insurance, the limits requested in this contract or the dollar value of the contract itself MUST be removed.
3.	Insurance required and provided by Vendor/Contractor shall be primary and non-contributory to that maintained by MIT, whose coverage, and any self-insured retention levels, shall be excess only, and shall not contribute with Vendor/Contractors’ insurance. In addition, all policies shall contain a severability of interests provision.
4.	If policies are not endorsed to provide MIT with 30 days' notice prior to cancellation (except for 10 days’ notice provided for non-payment of premium) or material reduction of coverage, then such obligation shall rest with the Vendor/Contractor.
5.	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 insurance required under this Agreement issued by insurance companies authorized 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.)
6.	A waiver of subrogation in favor of MIT, including the MIT Parties, is required.

Insurance Required by MIT for Providers of Services

7.	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.
8.	Any coverage written on a “claims made” basis shall provide “tail” coverage for a period of 3 years after completion of the services or termination of the contract. A 6-year term is required for construction-related contracts.
9.	In the event that the Vendor/Contractor fails to maintain the required types and/or levels of coverage, MIT shall have the right to terminate the Agreement.
10.	Self-insurance of any of the required coverages needs the prior written approval of MIT’s Office of Insurance.
Owned Equipment of Vendor/Contractor	
1.	MIT shall not be liable for any tools, equipment, materials, supplies, temporary structures, or other property owned or rented by the Vendor/Contractor (or its subcontractors), which are brought to, used, or stored on MIT premises
2.	The Vendor/Contractor and its subcontractors assume such risks of property damage or loss, and waive all rights of recovery they may have against MIT for damage to such items, and their insurers’ right of subrogation under any policy of insurance covering the Vendor/Contractor’s or its subcontractors’ own tools, equipment, facilities, and other property against loss by physical damage or theft.

For more information or any questions regarding the requirements outlined herein, please contact the Office of Insurance at insurance@mit.edu