

RIT
VENDOR INDEMNIFICATION and INSURANCE SPECIFICATIONS

Indemnification: Notwithstanding the availability and policy limits of any insurance, Company Name (referred to as "Supplier"), shall defend, indemnify and hold harmless RIT and its trustees, officers and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to Supplier's performance or failure to perform pursuant to this Agreement/Purchase Order, except where the Liabilities are the result of the Indemnified Party's own direct and sole negligence. Supplier's obligation shall include the cost of the Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement/Purchase Order.

Supplier agrees to promptly notify RIT of any claim or action brought in connection with this Agreement/Purchase Order and thereupon shall promptly take over and defend any such claim or action.

Insurance: Supplier shall, at its own expense, maintain insurance as outlined below with minimum limits as referenced. **Rochester Institute of Technology shall be named as an additional insured on policies providing coverage for #1 and #3 below;**

Note: For Agreements/Purchase Orders providing goods/services to the RIT Inn, in addition to RIT's name, include as an additional insured "The 5257 West Henrietta Road, LLC." For Agreements/Purchase Orders providing goods/services to the RIT High Technology Incubator, Inc., in addition to RIT's name, include as an additional insureds "RIT Research Corp." and "RIT High Technology Incubator, Inc."

- 1) Commercial General Liability (1986 ISO form or later) with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis.
- 2) Auto Liability (including owned, hired and non-owned autos): \$1,000,000 combined single limit (each accident).
- 3) Excess Liability: \$3,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.
- 4) Worker's Compensation and Employer's Liability: Statutory New York State limits.

Additionally, if applicable:

- 5) Professional Liability: Minimum limits of \$1,000,000. Coverage shall be maintained for at least four years subsequent to the termination date of this contract; during such four-year period, Supplier shall assure that there is no change to the retroactive date of coverage.

These coverage's and limits are to be considered minimum requirements under this contract and in no way limit the liability of the Supplier.

This insurance shall be written by a company licensed to do business in New York State with a minimum rating of A-VII. Each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against RIT for payment of any premiums or for any assessments under any form or policy. RIT reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by RIT with respect to the Purchase Order. Supplier shall furnish written consent of the insurer to the primacy of these policies if requested by RIT.

Supplier shall provide a certificate of insurance to RIT evidencing this coverage prior to performance of the Purchase Order or Agreement and annually thereafter, at policy renewal dates throughout the period services/goods are provided by the Supplier. This certificate of insurance should also note any self-insured retention/deductible amounts for each policy. Mail to RIT Purchasing Dept., 124 Lomb Memorial Drive, Rochester, NY 14623 or fax to: (585) 475-7171.