

University of California

SELLER'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance to cover its performance under this order as follows:

1. Comprehensive or Commercial Form General Liability Insurance (Contractual Liability Included)

Minimum Limits:

Each Occurrence \$ 1,000,000*

Products/Completed Operations \$ 1,000,000*

If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement

2. Business Automobile Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than

\$ 1,000,000 - 300,000 per occurrence.

3. Professional Medical and Hospital Liability Insurance with limits of:

\$ N/A per occurrence.

\$ 5,000,000 General Aggregate.

If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

Coverage shall include endorsements to the insurance policies for Contractual Liability Coverage and Defense and Indemnification of University by Seller.

4. Workers' Compensation as required under California State law.

Seller, upon the execution of this agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1, 2, and 3 above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate Seller's insurers to notify University at least thirty (30) days prior to cancellation of or change in any of said insurance.

* \$3,000,000 for medical equipment service

** \$5,000,000 for medical equipment service