

## Medium-duty Electric Truck – Insurance requirement

Collaborator including any third-party will be liable for any theft, loss or damage to the Vehicle resulting from its use which is contrary to written handling or operating instructions supplied by University. Collaborator will be responsible for exercising reasonable care of and providing reasonable security for the specified Vehicle on Collaborator premises.

Normal wear and tear to the Vehicle will not be considered damage or loss reimbursable by insurance or otherwise. Further, the Collaborator will not be responsible for any repair of the Vehicle that is caused by normal wear and tear, or machinery defect.

Collaborator including any third-party will carry and will cause its subcontractors to carry, at its sole cost, the following insurance, with companies authorized to do insurance business in the State of \_\_\_\_\_, in the following forms and with amounts not less than the following minimum limits of coverage:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employer's Liability - Each Accident	\$1,000,000
Employer's Liability Disease - Each Employee	\$1,000,000
Employer's Liability Disease - Policy Limit	\$1,000,000

Workers' Compensation policy must include any states where Collaborator performs operations under this Agreement.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Collaborator's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage. Collaborator should include coverage for non-owned physical damage to the loaner Vehicle.

Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate, and will be excess over and at least as broad as the underlying coverage as required under sections Employer's Liability; Commercial General Liability; and Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

All policies (except Workers' Compensation) shall name University as an Additional Insured, including any third-party's coverage shall be primary at all times when operating the vehicle and shall include UT

System/UT Austin as additional insureds for liability as well as loss payee for physical damage. A Waiver of Subrogation in favor of University and thirty (30) day notice of cancellation is required on all policies. Commercial General Liability and Business Auto Liability/Physical Damage policies will provide Primary and Non-Contributory coverage. Certificates of insurance verifying the foregoing requirements shall be provided to University prior to commencement of any work under this Agreement. If a policy contains deductible provisions, Collaborator shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against University, its agents, employees or representatives.