EXHIBIT A
Southern Methodist University
Office of Risk Management
Insurance Requirements of the Agreement
(Third Party Doing Business with SMU) as of 2/15/21

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, atits sole cost and expense including payment of any premiums, deductibles, and/or self-insured retentions, will provide the insurance required pursuant to this **Exhibit A** sufficient to to insure all of the Contractor'ss duties and respsonsibles under the Contract, as required below:

1. These requirements apply to Contractor, and to Contractor's sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Contractor must require all Subcontractors to comply with the insurance requirements applicable to Contractor.
2. The Contractor must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Contractor's negligence, willful misconduct, or omission.
5. Contractor will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Contractor until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.**2** of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Contractor's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Contractor and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. If any of Contractor's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Contractor's certificate of insurance.
9. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
10. Contractor is responsible for maintaining its own insurance coverage on its personal property.

Contractor and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

The Certificate of Insurance must be completed using the following Description and Certificate Holder language, and will be acceptable to SMU:

1. **DESCRIPTION**: SMU must be included as additional insured unless noted otherwise on the attached form and must include the following language: