



SCIENCE FOR THE BENEFIT OF HUMANITY

INSURANCE, DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1. In consideration for Contractor's doing business with The Rockefeller University ("Rockefeller") and other good and valuable consideration, receipt of which is hereby acknowledged, Contractor agrees to the terms of this Agreement, which will continue to be in effect throughout the time that Contractor is doing business with Rockefeller.

2. Throughout the time that Contractor is doing business with Rockefeller, and subject to the last sentence of this paragraph 2, Contractor agrees to obtain and maintain the following insurance in connection with the work or operations of the Contractor (or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners) with insurance limits that are not less than the amounts listed below:

- **Comprehensive General Liability**
Minimum Limits:
 - \$ 1,000,000.00 per occurrence
 - \$ 2,000,000.00 aggregate
- **Excess Liability**
Minimum Limits:
 - \$ 2,000,000.00 per occurrence
 - \$ 5,000,000.00 aggregate
- **Auto Liability**
Minimum Limit:
 - \$ 1,000,000.00
- **Worker's Compensation**
Limits- Statutory Limits (New York State) Employer
Liability Limits:
 - \$ 1,000,000.00 - each accident
 - \$ 1,000,000.00 disease - policy limit
 - \$ 1,000,000.00 disease – each employee

The foregoing insurance shall be maintained with insurers that are authorized to do business in New York, and that have an A.M. Best rating of A- or better and/or an equivalent rating from a recognized insurance company rating agency. Contractor's policies shall be primary and any insurance maintained by Rockefeller is excess and noncontributory. Contractor shall send to the Director of Materials Management and Chief Procurement Officer at the address set forth in paragraph 3 at least 30 days notice of any termination, cancellation or material modification of any of the above insurance policies. Any limitation on or exculpation of Contractor's liability set forth elsewhere in this Agreement or any other agreement shall

not apply to limit any insurance that Contractor shall provide in connection with this Agreement. If Rockefeller requires higher insurance limits by other agreement or otherwise, such higher insurance limits shall apply.

3. Contractor shall provide to Rockefeller an original Certificate of Insurance that states the insurance limits and as to all insurance, except Worker's Compensation and Employer's Liability: "The Rockefeller University is named as an additional insured." The Certificate of Insurance also shall list Rockefeller as a Certificate Holder, as follows:

The Rockefeller University
1230 York Avenue, Box 189
New York, NY 10065
Attention: Director of Materials Management
and Chief Procurement Officer

4. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Rockefeller, its trustees, officers, employees, faculty, guests, agents, affiliates, successors and assigns ("Indemnitees"), from and against, and/or reimburse Indemnitees for, any and all claims, demands, liabilities, losses, damages, liens, encumbrances, penalties, fines, suits, proceedings, judgments, costs and fees, including attorneys' fees, of whatsoever kind or nature ("claim(s)"), including claims for damages because of bodily injury, illness, disease, or death, damage to, loss of use, or destruction of tangible property, actually or allegedly arising out of or occurring in connection with the goods, work, services and/or operations of Contractor or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, for Rockefeller, excluding only liability caused by the Indemnitees' sole and exclusive negligence. Contractor's agreement set forth in this paragraph 4 shall not be deemed excess coverage to any insurance or self-insurance Indemnitees may have covering a claim. The obligations under this paragraph 4 will survive any cancellation or termination of this agreement.

5. This Agreement shall continue and remain in effect from year to year until canceled by either party. Cancellation shall be effected by prior written notice, delivered to the opposing party with return receipt and/or other formal evidence of delivery and receipt (e.g. Federal Express delivery confirmation).

6. By signing below I certify that I have authority to enter into this Agreement on behalf of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws. A copy of this Agreement shall be binding and shall have the same effect as an original.

FOR: _____
[print Contractor's Name] ("Contractor")

By: _____
[signature of authorized person]

[print name and title of authorized person]

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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