

## INSURANCE – FORM 1 (March 2011)

(a) The Seller shall, at its own expense, obtain, pay for, and maintain in effect at all times during performance of this Agreement, the minimum insurance limits and coverage set forth below, and shall immediately notify UT-Battelle, LLC, in writing of any notice of cancellation, termination, or material alteration of any policy providing the required insurance.

- (1) Worker's Compensation
  - (A) Statutory Limits as required by the state in which the work is to be performed.
- (2) Employer's Liability
  - (A) Bodily Injury by Accident \$1,000,000 each accident
  - (B) Bodily Injury by Disease \$1,000,000 policy limit
  - (C) Bodily Injury by Disease \$1,000,000 each employee
- (3) Commercial Automobile Liability Insurance
  - (A) \$1,000,000 combined single limit per occurrence for bodily injury, including death and property damage for all owned, leased, hired, and non-owned vehicles.
  - (B) Insurance shall reflect Coverage Symbol 1 and include an Unintentional Failure to Disclose provision and a Broadened Knowledge of Occurrence (corporate officers or risk managers) provision.
- (4) Commercial General Liability Insurance (occurrence form)
  - (A) \$1,000,000 combined single limit (with no deductible unless a deductible amount is identified by the Seller and specifically agreed to by the Company) per occurrence, including the following coverage:
    - Premises and Operations;
    - Products and Completed Operations;
    - Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by the Seller under this Agreement);
    - Independent Contractors;
    - Broad Form Property Damage (including Completed Operations);
    - Explosion, Collapse, and Underground Hazards (if work involves construction or demolition activities or environmental investigation or remedial action);
    - Personal Injury (with employment and contractual exclusions deleted)\$2,000,000 general aggregate  
\$2,000,000 Products/Completed Operations aggregate limit  
\$2,000,000 Advertising Injury and Personal Injury aggregate limit
  - (B) All such insurance shall include an Unintentional Failure to Disclose provision and a Broadened Knowledge of Occurrence (corporate officers or risk managers) provision.
  - (C) Insurance shall be maintained in force for 1 year following completion of the work under the Agreement.
- (5) Professional Liability (required if work involves consulting or other professional services)
  - (A) \$1,000,000 each claim  
\$1,000,000 annual aggregate
  - (B) If environmental work is involved, the policy shall not contain any exclusion for pollution related incidents.
  - (C) Insurance shall be maintained in force for three (3) years following completion of the work under the Agreement. Any renewals with respect thereto shall have a date retroactive to the commencement of work. In the event that you do not renew this insurance, then a three (3) year tail must be purchased.

If the Seller is a state agency, such as an educational institution, the state law governing liabilities and remedies in these areas shall apply.

(b) Upon request, within 10 days the Seller shall provide to the Company certificates in the "Acord" form to evidence such coverage which must be in companies with an A.M. Best Guide rating "A- X" or better. Certificates shall identify on their face the project name and the applicable subcontract number. Certificates shall name UT-Battelle, LLC and DOE as an Additional Insured on the Commercial Automobile Liability and the Commercial General Liability Insurance. Endorsement of the Commercial General Liability policy naming UT-Battelle and DOE as an Additional Insured shall be made using ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent. Insurance shall be primary and non-contributory and any other insurance maintained by the additional insured excess thereto and shall provide for an insurer's waiver of subrogation in favor of the Additional Insured.

(c) The Seller shall provide to the Company a conformed copy, certified by the Seller and the insurance company, of any and all applicable insurance policies upon request of the Company. All insurance carried hereunder must provide for such releases and waivers of subrogation rights as are provided in paragraph (f) below.

(d) The requirements contained herein as to types and limits, as well as the Company's approval of insurance coverage to be maintained by the Seller, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Seller under this Agreement.

(e) In the event of any failure by the Seller, after 15 days written notice, to comply with the provision of this clause, the Company may, at its option, on written notice to the Seller, suspend the Agreement for default until there is full compliance with this Insurance clause and/or terminate the Agreement for default.

(f) The Seller hereby releases the Company and DOE and affiliates of the Company and the Directors, officers, employees, and agents of any of the above-mentioned parties (the "Company Released Parties") from any and all claims or

causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by the Seller pursuant to this Agreement. This release is further intended to bind the Seller's insurers providing the above-stated insurance coverage, and the Seller agrees to inform and obtain permission from its insurers, to so release the Company Released Parties from any and all claims or causes of action as provided above, so as to effectively waive any subrogation rights of said insurers.