CSU The California State University
OFFICE OF THE CHANCELLOR

Risk Management
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

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Memorandum ***January 11, 2017***

To: Campus Risk Managers and Procurement Offices
From: Zachary Gifford – Director, Systemwide Risk Management
Re: Indemnification and Insurance Language in Agreement with the University of California

The California State University (CSU) and the University of California (UC) campuses frequently execute agreements which do not involve acutely high hazard/risk activities. This includes the majority of agreements pertaining to the use of facilities, student activities, grants and projects. Both Universities have agreed to the attached indemnification and insurance language for use in these agreements. The objective is to eliminate unnecessary negotiations, paperwork and personnel hours expended with these agreements. This language is also suggested, but not required, for CSU auxiliary organization agreements with the UC.

The following clause should be included in all UC agreements involving routine, non-high risk activities: "*The parties' respective indemnification and insurance rights and obligations will be governed by the terms of the attached* **STANDARD INDEMNIFICATION AND INSURANCE LANGUAGE BETWEEN THE CALIFORNIA STATE UNIVERSITY AND THE UNIVERSITY OF CALIFORNIA"**

PLEASE NOTE: This applies only to agreements between CSU and UC that involve routine and non-high risk activities. This does not eliminate the need to adhere to the risk analysis process described in Technical Letter RM2012-01, when considering agreements between the CSU and the UC. Agreements that you identify **as involving high risk activities may require different insurance and indemnification language than the attached.** For example, any agreement involving construction or land use will require a documented risk analysis, and the attached language may not apply.

Please refer all proposed agreements to your University counsel as appropriate.

Feel free to contact Systemwide Risk Management at (562) 951-4580 if you have questions.

Attachment

Cc: Mr. Framroze Virjee, CSU General Counsel
Mr. Arun Casuba, Executive Director of Strategic Sourcing & Chief Procurement Officer
Mr. Larry Mandel, University Auditor
Ms. Cheryl Lloyd, Chief Risk Officer, UC Office of Risk Management
Mr. Daniel Howell, CSURMA Program Director

STANDARD INDEMNIFICATION AND INSURANCE LANGUAGE BETWEEN THE CALIFORNIA STATE UNIVERSITY AND THE UNIVERSITY OF CALIFORNIA

The California State University and the University of California have agreed that the following standard language shall be included in agreements between them that do **not** involve acutely high hazard/risk activities.

1. INDEMNIFICAION

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY shall defend, indemnify, and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, its officers, employees or agents.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees or agents.

2. INSURANCE

UC and CSU hereby agree that the following insurance provisions will govern future Agreements:

UC and CSU shall maintain the following programs of self-insurance:

General Liability Self-Insurance with minimum limits of (1) one million dollars ($1,000,000) each occurrence; (2) one million dollars ($1,000,000) Personal and Advertising Injury; and, (3) to the extent there is a program aggregate, three million dollars ($3,000,000) General Aggregate.

Each party represents that the other party qualifies as an additional covered party under their respective General Liability Self-Insurance programs identified above, subject to the terms and conditions of the programs.

Workers' Compensation coverage in a form and amount covering each party's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.