

EXHIBIT B
Southern Methodist University
Office of Risk Management
Insurance Requirements of the Agreement
(Third Party Doing Business with SMU) as of 11/5/2018

A valid Certificate of Insurance 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 engagement between SMU and the Contractor (the "Contract"), and thereafter, as required below:

1. These requirements apply to Contractor, and to Contractor's contractors, subcontractors, sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether persons or entities and including international providers ("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 written on an ISO form CG 00 01 form or equivalent and must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor 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 or willful misconduct or omission.
5. Contractor shall provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor shall maintain all required insurance throughout the duration 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 and must be maintained by the Contractor until completion and for at least three (3) years thereafter either through policies in force or through "tail coverage."
7. Additional insured status shall 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 arising out of 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 bodily injury or death of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
9. Contractor is responsible for maintaining its own insurance coverage on its personal property.

The Certificate of Insurance must be completed using the following Description and Certificate Holder language:

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

Southern Methodist University, its trustees, officers, employees, students, volunteers and agents are named as additional insured (as the interest of each insured may appear) as to all insurance coverage required.

2. **CERTIFICATE HOLDER:** listed as follows and address to send Certificate of Insurance to:

*Southern Methodist University
Office of Risk Management
P.O. Box 750231
Dallas, Texas 75275-0231 [by courier: 3050 Dyer Ct., Dallas, TX 75205]
riskmanagement@smu.edu*

3. **CONTACT FOR QUESTIONS:** Associate Director, Risk Management
Your prompt attention in this matter is greatly appreciated. If you have any questions, **please contact (214) 768-2083 or riskmanagement@smu.edu; Fax: (214) 768-4138**

SOUTHERN METHODIST UNIVERSITY
Standard Limits of Liability and Certificate of Insurance Requirements

The following Standard Limits are the minimum requirements for all Contractors. There are specific requirements that supersede the Standard Limits for Contractors providing high-risk services or for other high-risk projects and events. Please consult with the Office of Risk Management.

All Coverages and Limits of Liability listed below are required.

| Line of Coverage | Description of Coverage and minimum Limits of Liability | SMU Included as Additional Insured Required |
|---|--|---|
| General Liability CG 00 01 | Premises Liability \$1,000,000 per occurrence Personal Injury \$1,000,000 Products Liability \$1,000,000 Medical Payments \$10,000 Sexual Molestation/Assault \$50,000 General Aggregate \$2,000,000 | Yes |
| Automobile Liability CG 00 01 CA 00 05, ..12, ..20 | Combined Single Limit \$1,000,000 (autos) | Yes |
| Workers' Compensation | Injury/Illness Statutorily required limits Employer's Liability \$1,000,000 | N/A |
| Other coverages that may be required based on the goods, services, or activities of the Contractor | | |
| Excess Liability (GL) | Over General Liability, auto, employer's liability (WC) \$5,000,000 | Yes |
| Director's & Officer's Liability | Wrongful Acts \$1,000,000 per occurrence Errors & Omissions | Yes |
| Professional Liability | Architects & Engineers \$1,000,000 per occurrence Lawyer's Malpractice \$1,000,000 per occurrence Medical Malpractice \$1,000,000 per occurrence Technology Errors & Omissions \$1,000,000 per occurrence Media Errors & Omissions \$1,000,000 per occurrence Research Liability \$1,000,000 per occurrence | Yes |
| Cyber Liability | Breach, Privacy, Virus, Security \$1,000,000 per occurrence \$2,000,000 aggregate | Yes |
| Crime/Fidelity | Embezzlement, Fraud, Theft \$1,000,000 per occurrence \$2,000,000 aggregate | Yes |
| Pollution Liability | Hazardous Transfer, Storage, Disposal, Spills \$1,000,000 per occurrence \$2,000,000 aggregate | Yes |
| Accident insurance (to be purchased from SMU) | For events, camp and conference attendees or as otherwise required by SMU | Yes |
| Tenant and Users Liability Insurance Policy (TULIP) | For events and catering or as otherwise required by SMU | Yes |
| Automobile Liability | Chartered Bus \$5,000,000 | Yes |
| Charter Aircraft | Single Limit Aircraft Liability \$50,000,000 If large aircraft (more than 20 seats) \$3,000,000 per seat All Risks Aircraft Physical Damage Value of aircraft | Yes |
| Others as listed: | | Yes |