LIU GENERAL/PROFESSIONAL LIABILITY AND INSURANCE RIDER TO PURCHASE ORDERS

THIS RIDER SHALL BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE PURCHASE ORDER AGREEMENT ("PO") BY AND BETWEEN VENDOR AND LONG ISLAND UNIVERSITY ("PURCHASER").

Vendor agrees to defend, indemnify and hold harmless Long Island University, its trustees, officers, employees, representatives and agents, against any and all losses, expenses, claims, demands, damages, judgements, liabilities or alleged liabilities (including attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of any action occurring in connection with the goods and/or services contemplated by this PO including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University's premises, any infringement of copyright, royalty or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the PO, or in consequence of any activity or performance under the PO, any injuries or damages resulting from defects, malfunction, misuse, etc. of vendor-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of vendor's activity or performance under the PO. Vendor is responsible for any thefts of Purchaser's property by Vendor, its employees, or anyone acting under the direction or control of any of them.

Vendor will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of services covered by the PO:

a) Statutory workers' compensation, disability benefits and employer's liability coverage affording the statutory limits/coverage under relevant state law.

b) Commercial general liability insurance with limits of $1,000,000 per occurrence, bodily injury and property damage combined; $1,000,000 per occurrence for personal and advertising injury; $2,000,000 products/completed operations aggregate; and $2,000,000 per location aggregate. This policy shall be written on an "occurrence" basis and shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

c) Comprehensive automobile liability insurance containing a $1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Vendor's activity or performance under the PO.

d) Standard "all risk" property insurance covering all equipment and material (owned, borrowed or leased by Vendor or its employees) utilized in and/or related to Vendor's activity or performance under the PO, to the full replacement value thereof, and which shall allow for a waiver of subrogation in favor of Purchaser. Vendor hereby agrees to waive its right of subrogation against Purchaser. Failure of the Vendor to secure and maintain adequate coverage shall not obligate the Purchaser, its agents or employees, for any losses.

Each insurance policy described above shall be endorsed to name Long Island University as an "Additional Insured" for all activities covered by this agreement. The definition of Additional Insured shall include all of University's trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

e) If Vendor is an Architect or Engineer, Architect/Engineers professional liability insurance at not less than a $2,000,000 limit, providing coverage for damages arising out of the acts, errors or omissions of the Architect/Engineer and/or those acting under Architect/Engineer's direction or control. In the event that coverage under said policy is terminated upon or after completion of the project, then an extended reporting period of not less than two years will be purchased by Architect/Engineer.

All policies shall be written with insurance companies licensed to do business in New York State and which are rated not lower than A:9, will provide primary coverage for obligations assumed by Vendor under the PO, and shall be endorsed to provide at least thirty (30) days prior written notice to Purchaser in the event of cancellation, non-renewal or material modification.

Vendor will, at least ten (10) days prior to commencing services under this PO, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Manager of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions noted above.

AGREED TO AND ACCEPTED:

VENDOR: _____

BY: _____

(Authorized Signature)

Date: _____