

LAWRENCE LIVERMORE NATIONAL LABORATORY
INDEMNIFICATION AND INSURANCE PROVISIONS
FOR
CONSULTANT SERVICES

The following provisions shall apply to any work and other activities performed by the Consultant under this Agreement at any U.S. Government location managed or operated by the Lawrence Livermore National Security, LLC (also referred to herein as “LLNS”), including the Lawrence Livermore National Laboratory (hereinafter “LLNL”) and its Site 300, or any other location except Consultant facilities.

A. INDEMNIFICATION

The Consultant shall indemnify, hold harmless, and defend Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government, their officers, employees and agents from and against all losses and expenses (including, but not limited to, costs of attorney's fees), damages and liabilities of any kind (collectively “losses”) resulting from or arising out of this Agreement or the Consultant’s work and completed operations (including, but not limited to, injury or death of any person, or damage or loss of any property), provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the Consultant.

B. INSURANCE

1. Types of Coverage

The Consultant shall, at his/her expense, obtain, keep in force, and maintain insurance to cover his/her performance under this Agreement of the types and in the minimum amounts set forth below. Such insurance shall be maintained in full force and effect during the performance of work required by this Agreement.

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|---|----------------------|
| a. <u>Commercial General Liability Insurance</u> | <u>Minimum Limit</u> |
| • Per Occurrence | \$ 1,000,000 |
| • Products/Completed Operations Aggregate | \$ 1,000,000 |
| • Personal and Advertising Injury | \$ 1,000,000 |
| • General Aggregate | \$ 2,000,000 |
| b. <u>Business Automobile Liability Insurance</u> | <u>Minimum Limit</u> |
| • Combined Single Limit | \$ 1,000,000 |

The automobile liability insurance shall cover liability to third parties related to the Consultant’s use of owned, scheduled, non-owned, or hired vehicles, including the Consultant’s use of any LLNS-furnished U.S. Government owned vehicles. The automobile liability insurance shall cover liability to LLNS, as a

third-party, and the U.S. Government, for any loss or destruction of, or damage to, LLNS-furnished U.S. Government owned vehicles only if the Consultant's use involves hazardous activities or materials or the vehicle is assigned for exclusive, full-time use.

2. Certificates of Insurance, Endorsements and Other Conditions

The general liability insurance shall name and endorse Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government as **“additional insureds”** for the work and completed operations, protecting them against losses, expenses, damages and liabilities arising out of the Agreement activities.

The general liability insurance shall endorse to the policies a **“waiver of subrogation”** provision in favor of LLNS and its members and affiliates and the U.S. Government.

All such insurance coverage shall be primary and shall not participate with or apply in excess of any other valid, collectible insurance or program of self-insurance of LLNS or the U.S. Government.

The “Certificate Holder” must be named:

Lawrence Livermore National Security, LLC and its members and affiliates

And the U.S. Government

Lawrence Livermore National Laboratory

7000 East Ave. (L-650)

Livermore, CA 94550

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A: VII or better, or an equivalent Standard & Poor's rating of AA or better, or Moody's rating of Aa or better.

The insurance shall not be written on a claims-made form or subject to a self-insured retention (SIR) or deductible of \$100,000 or more without the written approval of the LLNS Contract Analyst.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Consultant.

3. Submission of Insurance Certificates and Endorsements

Unless otherwise indicated in the Agreement, prior to commencement of any services at a LLNS controlled or U.S. Government owned or leased premises, the Consultant shall provide certificate(s) of insurance for all the types of required insurance, issued by properly authorized representatives. The certificate(s) of insurance shall specifically confirm the “waiver of subrogation” and “additional insured” obligations and be accompanied by all required endorsements. An insurance instructions

document is available at <https://supplychain.llnl.gov/supplier-information/special-provisions> and includes a sample certificate of insurance and sample endorsements.

The Consultant shall ensure all required insurance certificates and endorsements are submitted to the Consultant Office Analyst. Neither LLNS's failure to notify the Subcontractor of any non-compliance with these provisions nor LLNS acceptance of Subcontractor's insurance documentation shall be construed as a waiver of any Subcontractor's obligations herein.

The Consultant shall provide written notification to the Consultant Office Analyst at least 30 days in advance of any modification, change, or cancellation of any of the insurance coverage. Any such notification by an insurance agent or other insurance company representative shall be in addition to, and shall not satisfy, the Consultant's obligation to provide a written notification.

(END OF PROVISIONS)