

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.

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.

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.

C. SITE 300 VALLEY FEVER HEALTH HAZARD
(Applicable if any work or activities are at LLNL Site 300)

1. Representations

The Consultant represents he/she is aware the LLNL Site 300 area is located in San Joaquin County, which has dirt and dust containing spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the county, including Site 300. The Consultant also represents he/she will take appropriate precautionary measures to protect the health of the Consultant, other workers and individuals who may be involved with the Consultant's work or services at Site 300 under this Agreement. Information on the disease and certain precautionary measures is available from the American Lung Association.

2. Required Training

All Consultants who will perform work at Site 300 shall complete LLNL course HS-0096W, a web-based training course on Valley Fever or its equivalent, prior to commencement of any on-site work performed at Site 300 under this Agreement.

3. Indemnification

The Consultant agrees to indemnify and hold harmless LLNS and its members and affiliates and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted by the Consultant or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Consultant's activities at Site 300.

4. Insurance

The Consultant agrees the general liability insurance required to be maintained will protect LLNS and its members and affiliates and the U.S. Government from the risks enumerated above, and will contain a provision waiving any right of subrogation

against LLNS and its members and affiliates and the U.S. Government which may arise by reason of any payment under the insurance.

(END OF PROVISIONS)