



**ENTERPRISE RISK MANAGEMENT
RISK & ANALYTICS**

1600 Holloway Avenue, ADM 260
San Francisco, CA 94132-4260

Tel: 415/338-2565
Fax: 415/338-0597

MEMORANDUM

DATE: JULY 1, 2017

TO: FACULTY-LED STUDY ABROAD TRIP LEADERS

FROM: MICHAEL BEATTY, RISK MANAGER, AND RISK & ANALYTICS

SUBJECT: INTERNATIONAL INDEMNIFICATION AND INSURANCE AGREEMENT – TRANSPORTATION CHARTERS

The CSU Office of the Chancellor requires that campuses make due diligence efforts to enter into written agreements with foreign charter transportation providers when reasonably possible. This does not apply to the use of public transportation in general, just chartered transportation.

On the second page, please find the Indemnification and Insurance Agreement form developed for Faculty-Led Study Abroad trips. Please print and take some copies with you (or forward them in advance) and request that charter transportation providers sign off on them before you use their services. If they refuse, and other reasonable transportation is not readily available, then please complete and sign the form and simply note “refused” on their signature line.

Please return the completed forms to Enterprise Risk Management upon your return to campus.

If you have any questions or encounter any difficulties with use of the form, please contact Michael Beatty at mbeatty@sfsu.edu Best wishes on your safe travels!!

INDEMNIFICATION AND INSURANCE AGREEMENT
Charter of Bus --- Ground Transportation – And Other Transportation

- I. For the purposes of this agreement, _____ (Hereinafter referred to as “CONTRACTOR”) has agreed to provide charter transportation to San Francisco State University (Hereinafter referred to as “UNIVERSITY”) as follows:

Dates of Transportation:

Type of Transportation:

Destinations of Transportation:

Transportation Fee:

- II. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered vehicles who, for the purpose of driving CONTRACTOR's vehicles, shall be considered under CONTRACTOR's direct supervision and control.

- III. In consideration of the above, the CONTRACTOR as a Charterer of shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to motor vehicle operations and maintenance of the motored vehicles.
- A. Garage Keepers liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Business Automobile liability insurance for owned and non-owned vehicles with a combined single limit no less than five million dollars (\$5,000,000) per occurrence.
 - C. Vehicle collision & comprehensive insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance as required under state and federal law.
 - E. Any other insurance no specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

- IV. CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the University as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.

- V. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

- VI. No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

FOR CONTRACTOR

DATE

FOR UNIVERSITY

DATE