

**INSURANCE AND INDEMNIFICATION GUIDELINES
FOR THE USE OF AIRCRAFT NOT OWNED BY THE UNIVERSITY**

OPERATOR and/or AIRCRAFT OWNER will at all times while performing the services which are the subject of this Agreement cause to be carried and maintained with insurers acceptable to Charterer (XYZ Entity), at OPERATOR'S and/or AIRCRAFT OWNER'S sole expense, insurance coverages in not less than the amounts and containing the provisions and upon the terms and conditions set forth below:

- A. Aircraft Liability Insurance. Aircraft Liability insurance (including War, Hijacking and Other Perils write-back), including bodily injury (including passengers) and property damage liability with a combined single limit of not less than _____ Million Dollars (\$____,000,000.) for each occurrence/aggregate, where applicable. Such liability policies shall name Charterer (XYZ Entity) and The XYZ Company and their respective parent, subsidiary and affiliated companies and the directors, officers and employees of each, as additional insureds, as their respective interests may appear, and shall include cross liability and a clause stating that such insurance is primary with respect to the aircraft or substitute or replacement aircraft used in performing this Agreement and such insurance shall not be contributory with or excess over any insurance carried by Charterer (XYZ Entity) and The XYZ Company and their respective parent, subsidiary and affiliated companies and the directors, officers and employees of each.
- B. Aircraft Hull Insurance. Aircraft hull insurance covering the aircraft hull and engines and all aircraft equipment against "All Risks" of loss or damage for the full replacement value of the aircraft. Such insurance shall contain by endorsement a waiver of subrogation in favor of Charterer (XYZ Entity) and The XYZ Company and their respective parent, subsidiary and affiliated companies and the directors, officers and employees of each, and all deductibles under such insurance shall be for the account of OPERATOR and/or AIRCRAFT OWNER.
- C. Worker's Compensation and Employer's Liability Insurance. Worker's Compensation and employer's liability insurance covering statutory benefits for all of OPERATOR's and/or AIRCRAFT OWNER's employees with a minimum employer's liability limit of \$1,000,000 per occurrence.
- D. Indemnification. OPERATOR and/or AIRCRAFT OWNER agrees to defend, indemnify, and hold harmless Charterer (XYZ Entity) and The XYZ Company and their respective parent, subsidiary and affiliated companies and the directors, officers and employees of each from and against all damages, injuries, claims, demands, suits, losses and liability (including legal fees and court costs and expenses), including but not limited to, claims of employees of OPERATOR and/or AIRCRAFT OWNER, claims of third parties and claims arising out of injury to or death of any person, and from and against all loss or damage, or destruction of any property whatsoever including, but not limited to, the aircraft, any spare engines, and Charterer's cargo and property caused by or arising out of OPERATOR'S and/or AIRCRAFT OWNER's performance of services hereunder or its use or maintenance of the aircraft.
- E. Certificate of Insurance. Prior to commencement of this Agreement, OPERATOR and/or AIRCRAFT OWNER shall provide Charterer (XYZ Entity) with a certificate of insurance complying with the provisions contained in paragraphs A, B, C and D above. Such certificate of insurance shall also provide that in the event of a cancellation or material restrictive change of the policy with respect to the aircraft for which the certificate is issued which would adversely affect the interest of such additional insureds the insurers agree to provide 30 days prior written notice to Charterer.