



THE CALIFORNIA STATE UNIVERSITY
CONTRACT SERVICES AND PROCUREMENT

BULLETIN

02-09

5/16/02

SUBJECT: Indemnification and Insurance Language in Agreements with the UC

The California State University (CSU) and the University of California (UC) campuses regularly execute agreements which do not involve high hazard/risk activities, such as agreements for use of facilities, student activities, grants and projects. Both Universities have agreed to the attached indemnification and insurance language for use in these agreements. The goal is to eliminate unnecessary negotiations and paperwork associated with these agreements.

Please keep in mind that the risk analysis requirements of Executive Order 743 will continue to apply to all agreements between the CSU and the UC. As a result, agreements that you identify as involving high risk activities may require different insurance and indemnification language than the attached. An obvious example is that any agreement involving construction or land use will require a documented risk analysis, and the attached language will not automatically apply. Please refer all proposed agreements to your University Counsel as appropriate.

If you have any questions, please call:
Charlene Minnick
Director, Systemwide Risk Management
562-951-4580

See attachment

This Bulletin and all Contract Services & Procurement Bulletins can be found at:
http://www.calstate.edu/Csp/csu_bulletin.shtml

DISTRIBUTION:

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**STANDARD INDEMNIFICATION AND INSURANCE LANGUAGE
BETWEEN CALIFORNIA STATE UNIVERSITY
AND THE UNIVERSITY OF CALIFORNIA**

Unless otherwise agreed in writing, the California State University and University of California have agreed that the following language shall be included in agreements between them.

1. INDEMNIFICATION:

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY shall defend, indemnify, and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, its officers, employees or agents.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees or agents.

2. INSURANCE

It is understood and agreed that the California State University and University of California maintain self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.