

University of California, Berkeley
Insurance Waiver Review Form

Regents' Business & Finance Bulletin BUS-63 states that "Under the terms and conditions of any contract, purchase order, or other agreement, the non-University entity is required to show evidence of adequate insurance coverage by furnishing Certificate(s) of Insurance indicating compliance with all requirements." Only Risk Services has authority to reduce or waive these insurance requirements.

To streamline the processing of low-value, low-risk contracts, Risk Services is delegating to campus purchasing officers the authority to reduce or waive insurance requirements PROVIDED THE CONTRACT WITH THE SERVICE PROVIDER MEETS **ALL** OF THE FOLLOWING CONDITIONS:

1. The service has not yet been provided.
2. The contract is between an academic/research/administrative unit/department and the service provider.
3. The service provider is EITHER speaking at a campus event where the department is providing direct on-site supervision by an employee acting within the course and scope of employment OR is providing one or more of the following services under the direct supervision of an employee acting within the course and scope of employment: copy editing, assistance to a disabled individual, or translating presentations in real time.
4. The service provided does not include a demonstration, physical activity, transportation, interaction with minors, or other element that may create liability.
5. The services provided cost less than \$4,999.
6. The service provider has not contracted with the campus for a total of \$4,999 or more during the current calendar year.
7. All other standard University requirements for executing a contract of this type are met.
8. The following indemnification clause is included in the contract and accepted by the service provider without modification:

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 _____, its officers, agents or employees.

NOTE: Insurance waivers granted by purchasing officers are subject to audit. Violation of the above conditions may result in suspension of this delegation and may subject the violator to disciplinary action.