

Contract Award

Paul_Poussan@ajg.com

[REDACTED]

KU-45 (Rev. 5-15)

CONTRACT

This contract is entered into this _____ day and between the Kansas Board of Re _____ and _____

[REDACTED]

The parties agree as follows:

1. Subject to the terms and conditions of this contract, KBOR hereby accepts the offer of Contractor as expressed by Contractor's proposal submitted to the KU Department in accordance with the Request for Proposal (RFP) No. 23011408.

[REDACTED]

Contract Pricing:

Annual Base Fee: \$228,000

The Annual Base Fee is comprised of:

\$188,000 Insurance Portfolio Fee

- \$40,000 Master Property Program Fee

Application years in which Collector does not market the property program but still handles policyholder

services, risk advisory services, and loss control and claims advocacy services

Compensation for Master Cyber Liability Insurance Program:

[Redacted]

- 15% commission for the term of the agreement
- Paid as part of gross premium invoiced when coverage is bound
- Commission covers full program marketing, policyholder services, cyber risk advisory services, loss control and claims advocacy services.

This program is "high touch" and requires a considerable amount of consulting and policyholder support.

Compensation for All Current Aviation Policies:

- 15% commission for the term of the agreement.
- Paid as part of gross premium invoiced when coverage is bound

[Redacted]

Phase	Tier 1 & Tier 2 Fee's	Tier 1 & Tier 2 Deliverables
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- Commission covers full program marketing, policyholder services, cyber risk advisory services, loss control and claims advocacy services.
- This program is "high touch" and requires a considerable amount of consulting and policyholder support.

Risk Register Services and Risk Track Software:

[Redacted]

[Redacted]

Statement of Work

1.0 Snapshot:

Contractor shall provide a **full range of services**. Such services shall include, but not be limited to:

• Procurement of insurance on a cost-effective basis on behalf of the Universities for traditional

Emporia State University, Emporia, KS:

www.fhsu.edu

www.k-state.edu

www.pittstate.edu

KS: www.wichita.edu

Further, Contractor shall be affiliated with a licensed agency appointed by that insurer in the State of Kansas.

[REDACTED]

insurer in the State of Kansas. The required appointment shall occur no later than the policy period effective

[REDACTED]

[REDACTED]

J. Perform administrative and clerical services relative to account management, including but not

[REDACTED]

all premium adjustments.

K. All payments/premiums will be made to the contracted Broker of Record by a single University, collectively by multiple or all KBOR entities for selected services and products. The Broker of Record will submit collected payments to appropriate carriers and other parties.

L. Assign an Account Manager to the Universities and/or the KBOR who will be responsible for

[REDACTED]

Y. Meet with the UM RIM staff and/or other UM personnel as deemed necessary and be accessible

[REDACTED]

Kansas State	7/1/2022	7/1/2023	International Package	The Insurance Company of the State of Pennsylvania
Kansas State	7/1/2022	7/1/2023	Special Crime	Hiscox

KU	1/1/2022	1/1/2023	Marine KU - Firefighters Automobile PD	Travelers
KU	1/1/2022	1/1/2023	Firefighters Inland Marine	Travelers
KU	1/1/2022	1/1/2023	KUCDC (KU) - Management Package	
KU	1/1/2022	1/1/2023	KU - Fine Arts (Rules of Basketball)	XL Specialty Insurance
KU	2/14/2022	2/14/2023	KU - Fine Arts (Spencer Museum)	Travelers

KU	4/1/2022	4/1/2023	Unmanned Aircraft Systems	Old Republic Insurance Company
KU	1/1/2022	1/1/2023	Crime Unmanned Aerial Liability	Old Republic Insurance

KUMC 3/1/2022 3/1/2023 Excess Med Students Columbia Casualty Company

KUMC 4/25/2022 4/25/2023 General Liability - KU Medical Philadelphia Indemnity Insurance Company

KUMC 7/1/2022 6/1/2023 Professional Liability - SON & Insurance Company Columbia Casualty Company

University of Kansas
"General Terms and Conditions"

1. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

2. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Lawrence, Douglas County, Kansas, unless otherwise specified and agreed upon by the University of Kansas.

[REDACTED]

3. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or

[REDACTED]

10, **Modification:** This contract may only be modified by written agreement of the parties. No alteration or variation

[REDACTED]

[REDACTED]

perform work under this contract.

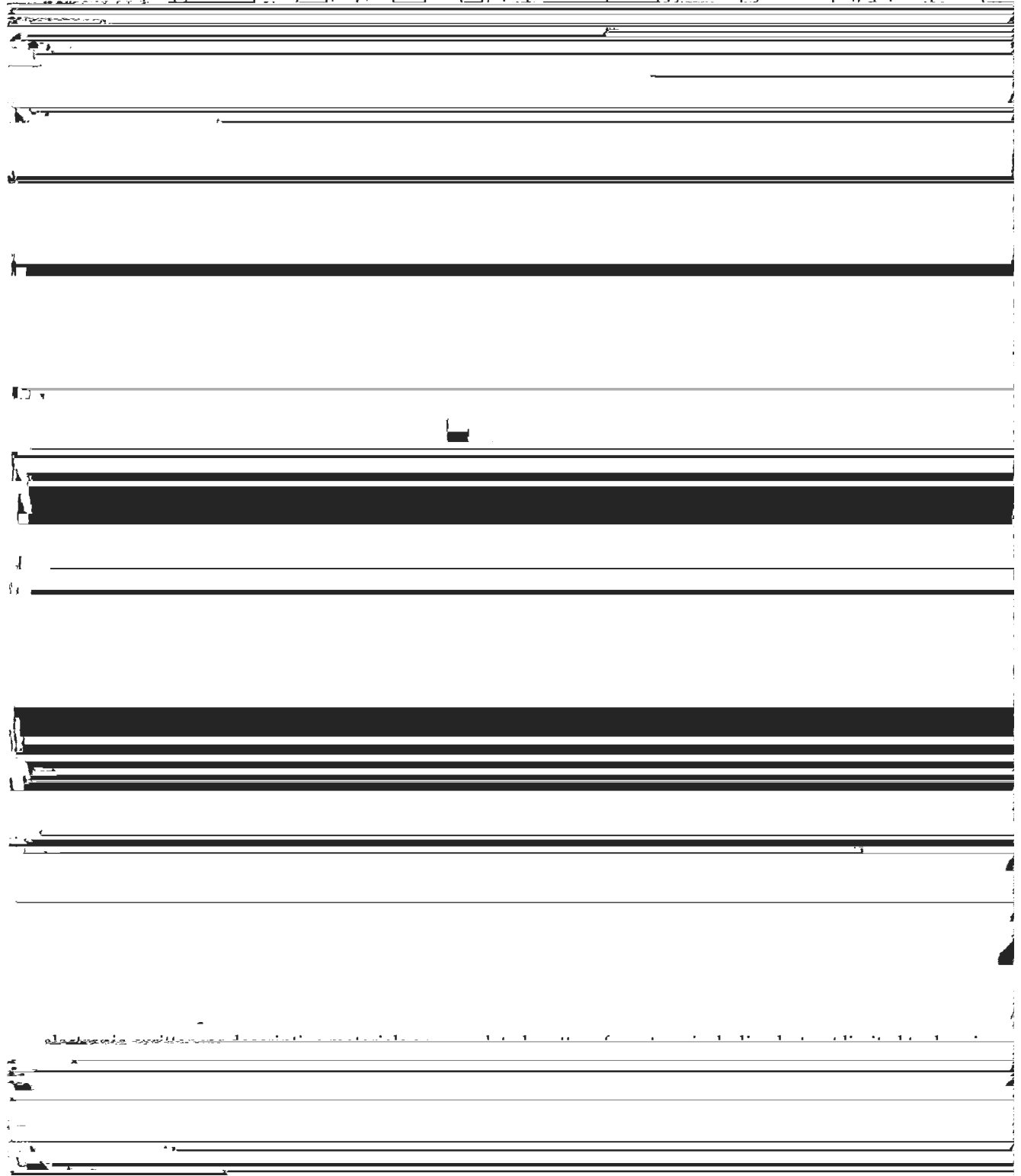
Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

17 ~~Subcontractors:~~ The Contractor shall be the sole source of contact for the contract. The University will not

[REDACTED]

26. **Care of University Property:** The Contractor shall be responsible for the proper care and custody of any University-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse University for such property's loss or damage caused by Contractor, normal wear and tear excepted.

27. **Confidentiality:** All University information or data is considered confidential information. Contractor agrees to return any or all information or data furnished by the University promptly at the request of University, in whatever form it is maintained by Contractor. Upon termination or expiration of this contract, the Contractor and each of the



communication shall only be provided in writing by University. The University may refuse such a request for any reason.

D. **Injunctive Relief.** Contractor acknowledges that any breach of its confidentiality obligations hereunder will constitute immediate and irreparable harm to the University, and/or its successors and assigns, which cannot adequately and fully be compensated by money damages and will warrant, in addition to all other rights and remedies afforded by law, injunctive relief, specific performance and/or other equitable relief.

E. **Confidential Information.** Contractor shall hold knowledge and indemnify the University for

[REDACTED]

32. **Rights and Remedies:** If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any completed materials that are owned by the University. The University shall be obligated only for those services and materials rendered and accepted prior to the date of termination.



agents or other members of its workforce. Contractor's obligation to indemnify any Indemnified Party shall survive

37. HIPAA/FERPA Language (if applicable):

- A. **Use and Disclosure of University Data.** Contractor agrees to comply with all state and federal confidentiality laws in providing services under this Contract. Any University data that Contractor may access in performing its obligations (including individually identifiable health information covered by

E.

F.

FERPA, or HIPAA) shall be held in strict confidence and shall not be disclosed to any third party without the University's prior written consent.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[Redacted text]

46. **New Materials, Supplies or Equipment:** Intentionally omitted.

47. **Quality:** Intentionally omitted.

48. **Contingencies:** The Contractor warrants and represents that Contractor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials,

[Redacted text]

CONTRACTUAL PROVISIONS ATTACHMENT

1. : It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be inconsistent with this

[REDACTED]

2. : No provision of this contract will be given effect that attempts to require the University of Kansas or any of its affiliates (collectively, "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of the University of Kansas shall apply to all

policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.

Contractor shall abide by the requirements of 41 CFR 101-11.6(a), 101-11.6(b) and 101-11.6(c). These regulations require that the contractor

[REDACTED]

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover,

[REDACTED]

share or disclose any data about a student without the student's written consent, except to other University officials who

[REDACTED]