**Third Party Provider Capabilities and Requirements**

**As of 2014/15 Academic Year**

**K. Kalbrener/M. LaGrassa**

All UMass Dartmouth faculty or staff led student groups, whether credit-bearing or extracurricular are expected to have at least two responsible leaders as called for in the Leadership Guidelines. In cases where a second UMass employee is not accompanying the group AND in all cases of travel to a country on the US State Department Warning List, a third party must be secured. That third party might be a host university, a major study abroad provider, or a specialty arranger with the following capabilities.

* Demonstrated high level of experience and familiarity with the locale and connections with people representing institutions, business, NGO’s in the vicinity
* Demonstrated social network locally in order to facilitate interaction with local people and groups to ensure introduction to local culture. Provider must know the people, their culture and traditions
* Minimum of two credible references of past performance (other US university contacts preferred)
* Advance support in terms of planning and preparatory materials for students, and orientation to the locale upon arrival

Provider shall minimally have one individual that is a native speaker or at an expert proficiency level in country with the group available on a 24/7 basis

* Demonstrated means of emergency communications 24/7 regardless of remoteness of location; satellite phone required in remote areas.
* Demonstrated business network to ensure ability to source and subcontract directly with support vendors that provide such services as ground transportation, meals, potable water accommodations and emergency response support.
* Written risk management plan and crisis management procedures to include means of timely transport to clinics with medical doctors at any time, and security assessment, provision and advisory provided to all participants.
* Master billing (making sub-vendor payments, arranging for cash advance as necessary, and compiling together for single bill to UMass Dartmouth); terms to include advance deposit/s from UMass not to exceed 50% and final payment following successful delivery of program
* Business insurance per attached insurance requirements and willingness to indemnify UMass

**INSURANCE SCHEDULE**

1. **Forms Of Coverage.** The Contractor shall purchase and maintain at its sole cost and expense throughout the term of the Contract adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance must include but not be limited to the following types and amounts of coverage, as indicated below:

**Commercial General Liability Insurance** including products and completed operations liability, and contractual liability coverage specifically covering the Contract, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) per aggregate.

**Workers’ Compensation Insurance** in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.

**Automobile Liability Insurance** covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars ($1,000,000) per accident.

**Professional Liability Insurance** on a claims made basis, covering claims made during the policy period and reported within four (4) years of the date of occurrence. Limits of liability must not be less than $1,000,000.

1. **Acceptable Insurance Carriers.** All insurance maintained by the Contractor pursuant to the Contract shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to the University.
2. **University As Beneficiary And Additional Insured.** All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University’s own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled *Notice* in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor’s General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must be evidenced on the certificate of insurance.
3. **Notice** **Of Coverage Changes.** The Contractor agrees that within ten (10) days after Contractor’s receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract’s minimum insurance requirements, said Contractor or its designee will send a copy of such notice to the University in the manner specified by the section entitled *Notice* in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.
4. **Subcontractors.** The Contractor shall cause its subcontractors to meet the same insurance obligations that are required of the Contractor and set forth herein.
5. **Compliance.** The Contractor’s and/or the Contractor’s subcontractor’s failure to provide or to continue in full force and effect the insurance required herein shall be a material breach of the Contract and may, at the sole determination of the University, result in termination of the Contract for cause.