

EXHIBIT A

INSURANCE REQUIREMENTS

A. Minimum Insurance - Prior to commencement of work, the Contractor or Project Participant will procure and maintain the following insurance:

- i. Commercial general liability insurance with limits of liability not less than \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations and, if not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal and advertising injury. These limits of liability may be achieved through a combination of commercial general liability insurance and a follow-form excess or umbrella policy.
- ii. In the case of leased or owned automobiles, business automobile liability insurance with limits not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than \$3,000,000.00 per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same. Professional liability coverage shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participants.
- iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of \$1,000,000.00 per accident, \$1,000,000.00 each employee by disease, and a policy limit of \$1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Three ("Intermediate Risk")

- i. Commercial General Liability and Automobile Liability Coverages:
 - a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverages, or its equivalent.
 - b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; University Research Association, LLC, and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto or allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant; products and completed operations of any Contractor or Project Participants; premises owned, leased, or used by any Contractor or Project Participant; and automobiles owned, leased, hired, or borrowed by Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to SDSTA, its officers, directors, or employees. All additional insured coverage must include ongoing and completed operations.
 - c. Contractor's or Project Participant's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents and employees shall not contribute with Contractors or Project Participant's insurance.

- d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, agents, and employees.
- e. Coverage shall state the Contractor's or Project Participant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall contain a waiver of subrogation in favor of SDSTA and its officers, directors, agents, and employees, the State of South Dakota and its officers, agents and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of each of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Worker's Compensation and Employers' Liability

- a. Coverage shall contain a waiver of subrogation in favor of the SDSTA, its officers, agents and employees; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF.

iii. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.
- c. Evidence of Insurance – Prior to commencement of work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other proof evidence compliance with the insurance requirements above. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the SDSTA.
- d. Acceptability of Insurers – Insurance shall be placed with reputable insurers acceptable to the SDSTA with an A.M. Best rating of A, VII or higher.

C. Subcontractors and Consultants

- i. The categories of risk and insurance requirements for each shall apply not only to the general contractor, but also to all subcontractors, consultants, and others doing work in connection with a contract or Project under the direction or auspices of a Contractor or Project Participant. A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, taking into account the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor or Project Participant. When SDSTA is the contracting party (as "owner" or equivalent), SDSTA will determine the categories of risk and applicable insurance requirements for subcontractors and consultants, and require proof of the existence of such insurance as provided in these Protocols. When FRA or a Project Participant is the contracting party (as a subcontractor to DOE or "owner" or equivalent), SDSTA must approve the categories of risk and applicable insurance for the general contractor (as between FRA of the Project Participant and the contractor). The categories of risk and applicable insurance requirements for all subcontractors shall be determined by the general contractor, taking into account the work to be done by the general contractor and the interrelationship of that of that work with other work to be undertaken by the subcontractor; provided, however, that in no event may the limits required of a subcontractor doing work on the Surface Property only be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, nor may the limits

required of a subcontractor doing any work in the Underground Property be less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. The general contractor (as between FRA or Project Participant and the contractor) shall certify to SDSTA that it has required appropriate limits of liability of its subcontractors utilizing the criteria set out in this subparagraph and that the subcontractors have such insurance in place.