VILLANOVA EMERGENCY RESPONSE ADDENDUM

This Villanova Emergency Response Addendum (this “Addendum”) describes the terms and conditions applicable to companies providing emergency response services to Villanova University (“Villanova”). This Addendum amends the terms and conditions of the Agreement described below. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum will control with respect to the subject matter of this Addendum.

| Company: | Full Legal Name |
| Agreement: | Environmental Health and Safety Services Agreement dated 20_20__ |

1. In addition to the insurance requirements in the Agreement, Company, and any subcontractor thereof, shall, at its own expense, secure and maintain the following during the term of the Agreement. Any policy written on a per claim basis must include tail coverage for a period of at least three (3) years. The Contractors Pollution Liability and Professional Liability coverage can be satisfied by stand-alone policies, or a General Liability that has an affirmative grant of coverage for Pollution Liability and Professional Liability and includes the requirements listed herein. The Contractors Pollution Liability and Professional Liability coverages and their corresponding limits must be specifically evidenced on the Insurance Certificate. If the limits for the Contractors Pollution Liability and Professional Liability are being met via an umbrella/ excess liability policy, the Certificate of Insurance must state that the umbrella/ excess liability policy provides coverage for these coverages. The below must be evidenced on the Certificate of Insurance.

(a) Company or any of its agents, servants, employees, officers, owners, affiliates, associates, subsidiaries, parents, or subcontractors (collectively “Contractors”) must carry Contractors Pollution Liability with a limit of not less than $5,000,000 each occurrence. This policy shall include coverage for pollution conditions resulting from Contractor’s work at Villanova, including The Inn at Villanova University. Coverage must apply to clean-up and third-party bodily injury and property damage claims and related legal defense expense due to a pollution condition. This policy for Contractors other than the Disposal Facility must include coverage for Non-Owned Disposal Sites and this coverage must be specifically evidenced on the Insurance Certificate. The Contractors Pollution Liability coverage can be satisfied by a stand-alone policy, or under the General Liability or Professional Liability policy that has an affirmative grant of coverage for Pollution Liability including the requirements listed herein. The Contractors Pollution Liability coverage and its corresponding limits must be specifically evidenced on the Insurance Certificate.

(b) Contractors who transport waste must evidence the Pollution Liability-Broadened Coverage for Covered Autos Endorsement (Form CA 99 48 03 06) or the equivalent under the Automobile Liability policy. Contractors who are subject to the Motor Carrier Act, must include Motor Carrier Endorsement (MCS-90). The Pollution Liability- Broadened Coverage for Covered Autos Endorsement and the Motor Carrier Endorsement (if applicable) must be specifically evidenced on the Insurance Certificate.

(c) Contractors must carry Professional Liability with a limit of not less than $3,000,000 each claim.

For good and valuable consideration and intending to be legally bound, Company and Villanova have caused their duly authorized representatives to execute this Addendum below.

______________________________
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

VILLANOVA UNIVERSITY

______________________________
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________