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11. INSURANCE:

- A. College will maintain third party professional liability coverage as well as commercial general liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. College will provide Agency with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement.
- B. Agency will maintain third party professional liability coverage and commercial general liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Agency will provide a certificate of insurance which will be attached to this agreement. Agency covenants to keep the required insurance in force and effect through the term of this agreement.

12. INDEMNIFICATION:

- A. College will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all third party claims, damage or loss, excluding attorney fees, resulting from College's execution of this Agreement provided that any such claim damage or loss is solely attributable to the wrongful conduct of College and is one for which College is insured under its then current program of insurance. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Agency arising solely out of Agency's own negligence or intentional conduct.
- B. Agency will save, defend, indemnify and hold harmless College, its officers, employees, agents, affiliates and representatives of and from any and all third party claims, damage or loss, excluding attorney fees, resulting from Agency's execution of this Agreement provided that any such claim damage or loss is attributable to the wrongful conduct of Agency and is one for which Agency is insured under its then current program of insurance. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against College arising solely out of College's own negligence or intentional conduct.

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## APPENDIX A (Clinical Contract)