

e. **Insurance.** During the term of the Master Group Agreement, the Awarded Distributor must maintain in full force and effect and at its sole cost and expense all necessary insurance, including but not limited to, the following:

1. Worker's Compensation insurance, meeting the requirements of state law, for all employees of the Awarded Distributor performing any work attributable to its operations;
2. Commercial general liability insurance, including blanket contractual and completed operations coverage, with minimum limits of Five Million Dollars (\$5,000,000.00) as the combined single limit for each occurrence for bodily injury, personal injury and property damage; and
3. Vehicle liability insurance covering all owned, hired and non-owned vehicles in use by Awarded Distributor, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage.

Such insurance policies, except worker's compensation insurance, must name HPS and the HPS Institutions as additional insureds. The Awarded Distributor will provide HPS with a copy of its liability insurance certificate, certified to HPS. The Awarded Distributor and the insurance carrier must give HPS sixty (60) days advance notice of any insurance policy cancellation, non-renewal or material modification. **Agreed, See Tab 5 Certificate of Liability Insurance**

f. **Governmental Requirements.** The HPS Institutions include many SFAs that will use funds from their Nonprofit School Food Service Accounts, including federal grant funding, to purchase the Products. SFAs are subject to the federal rules governing the management of grant funds from the USDA, including without limitation 2 CFR 200.318-.326; Appendix II to 2 CFR Part 200; 7 CFR Part 210, including 7 CFR 210.21; and 7 CFR Parts 215, 220, 225, 226, and 250. Accordingly, the Awarded Distributor and those SFAs that enter into Individual Member/Participant Agreements acknowledge that sales and purchases made pursuant to the HPS School Food Purchasing Program are subject to the following terms and conditions:

1. **Termination.** Any HPS Institution may terminate its Individual Member/Participant Agreement with the Awarded Distributor, in whole or in part, at any time by written notice to the Awarded Distributor stating the extent and effective date of termination. Upon the effective date of termination, the HPS Institution will pay to the Awarded Distributor, without duplication, the contract price for conforming Products that were completed and delivered or performed (as applicable) in accordance with the provisions of the contract before the effective date, less any payments that the HPS Institution has made previously for such Products. If the HPS Institution made payments of the purchase price to Awarded Distributor that in the aggregate exceed the total amounts payable by the HPS Institution to Awarded Distributor under the preceding provisions, then Awarded Distributor must promptly refund the excess to the HPS Institution. **Understood**