

Appendix E: Insurance

1. The Consultant undertakes to arrange and maintain suitable insurances related to the services performed by him for the State of Israel – The Israel Ministry of Communications (hereinafter: "the Client"), to the extent that is acceptable in the field of his activity (according to the matter: workers compensation, Employers' Liability Insurance, Third-Party Liability Insurance, Umbrella Liability Insurance, Professional Liability Insurance with a limit of indemnity of not less than USD 2,000,000 for each occurrence and annual aggregate and subject to cross liability Claus, etc.) with reasonable limits of liability and conditions in accordance with the nature and scope of the services/ performed by him.

2. The Consultant shall ensure that all his insurances relating to the services performed by him for the State of Israel – The Israel Ministry of Communications shall Include:
 - (1) The Client as additional insured subject to an indemnity extension as accepted in each insurance type.
 - (2) A waiver of subrogation clause in favor of the Client and Its employees. This waiver of subrogation shall not apply for the benefit of a person that has caused willful damage.
 - (3) Exclusion of intention and / or gross negligence shall be canceled if exists.
 - (4) Law, jurisdiction and territorial limits are including the state of Israel.

3. As long as subcontractors are employed by the Consultant they must ensure that his insurances include coverage for his liability in regards to their activities as well as demand them to arrange insurances covering their direct liability as required under this section or, alternatively, shall include coverage for their direct liability and activities in his insurances.

4. For avoidance of any doubt, the Consultant alone is liable to the Insurer for payment of the Premiums in respect of the policies and for fulfillment of all the obligations imposed on the Insured under the terms and Conditions of the policies.

5. Copies of the insurance policies, duly certified by the Insurer, or a Certificate signed by the Insurer as to the aforesaid policies having been put into effect, shall be furnished to The Ministry of Communications by the date of commencement of this Agreement;

6. The Consultant undertakes that throughout the period of the contractual engagement with The State of Israel – the Ministry of Communications and as long as its liability is valid, it will keep the insurance policies in force and effect. The Consultant undertakes that the insurance policies will be renewed by it annually for as long as the Agreement with The State of Israel – the Ministry of Communications is in force, and as long as it is liable by law;
7. The Consultant undertakes to produce copies of the renewed policies to The Ministry of Communications duly certified and signed by the Insurer, or a certificate duly signed by the Insurer as to their renewal, no later than two weeks prior to expiration of the period of insurance;
8. For avoidance of doubt, it is hereby declared and agreed that the Insurances' coverage required, as well as the Limits of Liabilities and coverage terms & conditions are considered a minimal requirement imposed on The Consultant and in no way constitute a proof of The State of Israel– the Ministry of Communications and anyone working on their behalf to the extent of the Insurance risks nor their size.
9. The Consultant must examine its exposure for Liability risks and determine accordingly the necessary Insurance's coverage including their extent and limits of liabilities and the insurance cover
10. Nothing in all the contents of the insurance sections shall be construed as exempting The Consultant from the liability imposed on it by any law or under this Agreement, and the foregoing shall not be construed as a waiver by The State of Israel– the Ministry of Communications of any right remedy conferred on it by any law and under this Agreement.