UNIVERSITY OF IDAHO

UAS Course-Related Operations Agreement

And Request for Certificate of Insurance

The undersigned small unmanned aircraft system (“sUAS”) operator, [INSERT full legal name of drone / sUAS operator] (“sUAS OPERATOR”), hereby agrees that:

1. COURSE/DEMONSTRATION: The sUAS will be used by sUAS OPERATOR for the course/demonstration identified below:

[COURSE NAME, NUMBER, SEMESTER/YEAR or DEMONSTRATION NAME/DATE]

1. OPERATOR STATUS [CHECK APPROPRIATE CATEGORY]. sUAS OPERATOR is a:

[ ]  STUDENT OPERATOR: sUAS OPERATOR is a student at the University of Idaho (“UNIVERSITY”), operating his or her individually owned sUAS or UNIVERSITY-owned sUAS as a component of his or her science, technology, aviation-related coursework, or other UNIVERSITY coursework (such as television or film production or the arts) and is not receiving any compensation, directly or indirectly, for his or her operation of the sUAS (“STUDENT OPERATOR”). Such STUDENT OPERATOR agrees that he or she will not operate sUAS under University authorization for educational use of sUAS on behalf of UNIVERSITY faculty or staff.

[ ]  FACULTY OPERATOR: sUAS OPERATOR is a faculty member at UNIVERSITY, as defined in Faculty Staff Handbook 1560D, operating a University-owned sUAS to provide limited assistance to students operating sUAS as a component of a UNIVERSITY course, when the primary purpose of the course is not instruction in the operation of UAS (“FACULTY OPERATOR”). Such limited assistance may, however, include sUAS use by FACULTY OPERATOR in order to demonstrate the safe operation of sUAS, provided that instruction in the operation of UAS is not the purpose of the course. FACULTY providing courses in UAS flight instruction are required to satisfy requirements for sUAS operation under Part 107.

[ ]  DEMONSTRATION OPERATOR: sUAS OPERATOR intends to use sUAS at University-sponsored events to promote the safe use of UAS and encourage student interest in aviation as a hobby or for recreational purposes (“DEMONSTRATION OPERATOR”). DEMONSTRATION OPERATOR agrees that he or she will provide any such demonstrations without receiving compensation in any form, including honoraria or reimbursements and that such demonstrations are not in furtherance of DEMONSTRATION OPERATOR’s business.

1. sUAS REGISTRATION STATUS. sUAS OPERATOR affirms that the sUAS to be used for the above-identified course or demonstration:

[ ]  has been registered with the Federal Aviation Administration (“FAA”) (for any sUAS that weighs more than 0.55 lbs and weighs less than 55 lbs), or

 FAA Registration Number: [REGISTRATION NUMBER].

[ ]  is not required to be registered with the FAA (because the sUAS weighs less than 0.55 lbs.)

1. COMPLIANCE WITH LAW AND UNIVERSITY POLICY.

Except as otherwise authorized by the University of Idaho (“UNIVERSITY”), sUAS OPERATOR shall only operate his or her sUAS in connection with University courses, training, or demonstrations or on University property in a manner that complies with: federal and state law, including regulations and requirements of the U.S. Federal Aviation Administration; UNIVERSITY policy, including Administrative Policy Manual (APM) 45.34, University of Idaho Unmanned Aircraft Systems (“UAS”) and APM

1. INDEMNITY. **s**UAS OPERATOR shall indemnify, defend and hold the State of Idaho, the Board of Regents of the University of Idaho and State Board of Education, the University of Idaho and its employees, agents, and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney’s fees, court costs and expenses and liabilities incurred in or from any claim, arising from any breach or default in the performance of any obligation on UAS OPERATOR's part to be performed under the terms of this Agreement, or arising wholly or in part from any act, negligence or the failure to act of UAS OPERATOR, or any of its agents, contractors, employees, invitees or guests. This provision survives the termination of this Agreement.
2. INSURANCE – GENERAL REQUIREMENTS**. s**UAS OPERATOR, if he, she, or the company by which he or she is employed is the owner of the sUAS (“UAS OWNER”), is required to carry the types and limits of insurance shown in Section 7(a) or (b), and to provide UNIVERSITY with proof of insurance. Proof of insurance required by this Agreement shall be provided thirty (30) days prior to UAS OWNER operation of a sUAS for instruction or classes, subject to APM 45.35. sUAS OPERATOR, if he or she is operating a UNIVERSITY-owned UAS, is required to provide confirmation that the sUAS to be used is covered by UNIVERSITY insurance, as described in Section 7(c).
	1. Additionally and at its option, UNIVERSITY may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the UNIVERSITY’S request.
	2. All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho. Prior to use of premises, UAS OWNER shall furnish UNIVERSITY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage UNIVERSITY may choose to maintain.
	3. All certificates shall provide for thirty (30) days’ written notice to UNIVERSITY prior to cancellation or material change of any insurance referred to therein.
	4. CGL or Aviation insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from operations of individually owned UAS.
	5. All policies shall name State of Idaho and the Board of Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: P.O. Box 442285, Moscow, ID 83844-2285, Attn: Risk Management. A copy or copies of Additional Insured endorsements must be supplied to UNIVERSITY.
	6. All policies shall contain waiver of subrogation coverage or endorsements.
	7. Failure of UNIVERSITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of UNIVERSITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of UAS OWNER’s obligations to maintain such insurance.
	8. Failure to maintain the required insurance may result in termination of this Agreement at UNIVERSITY’s option.
	9. No Representation of Coverage Adequacy. By requiring insurance herein, UNIVERSITY does not represent that coverage and limits will necessarily be adequate to protect UAS OWNER, and such coverage and limits shall not be deemed as a limitation on UAS OWNER’s liability under the indemnities granted to UNIVERSITY in this Agreement.
3. INSURANCE - REQUIRED INSURANCE COVERAGE.

UAS OWNER shall obtain insurance of the types and in the amounts described below.

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| **sUAS OWNER:** | **Required insurance** |
| 1. **Individual (Student or UI Employee)**
 | sUAS OWNER shall have and provide proof of insurance, which insurance may be:* Liability insurance under:
	+ Homeowner’s or personal accident and liability insurance, expressly provided that such insurance covers use of and harm by UAS and has a limit of not less than $500,000 per occurrence.
	+ Just-in-time accident and liability coverage for UAS, expressly provided that such insurance is obtained for each operation and has a limit of not of not less than $500,000 per occurrence.
	+ Accident and liability coverage for UAS operations available through an organization that extends coverage to its members (e.g. the Academy of Model Aeronautics), expressly provided that such insurance has a limit of not of not less than $500,000 per occurrence.
	+ .
 |
| 1. **Company**
 | sUAS OWNER shall have and provide proof of aviation or commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Demised Premises and shall not be less than $1,000,000. |
| 1. **University of Idaho**
 | sUAS OPERATOR shall confirm that the UNIVERSITY has the sUAS to be used enrolled under the State of Idaho aviation coverage, through University of Idaho Risk Management. |

1. PERSONAL PROPERTY. In no event shall UNIVERSITY be liable for any damage to or loss of personal

property sustained by UAS OWNER, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.

9. TERM. This Agreement is valid for a period not exceeding one year from the date of the

 UNIVERSITY’S signature.

|  |  |
| --- | --- |
| FOR UAS OPERATOR: | FOR UNIVERSITY OF IDAHO: |
| **Signature:** | **Signature:** |
| **Print name**: | Office of Research and Assurances |
| **Date**: | **Date**: |

***UAS OWNERS: Give this form to your insurance agent / broker***

**Request for Certificate of Insurance from UAS OWNER**

**For Certificate Holder: State of Idaho and the Regents of the University of Idaho**

***Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE*.**

**Certificates without a copy of these instructions will not be accepted.**

The individual (“Insured”) seeking to operate an individually owned UAS in compliance with University of Idaho (“Certificate Holder”) policy and procedures is required to carry the types and limits of insurance shown in this Request, and to provide Certificate Holder with a Certificate of Insurance.

All insurers shall have a Best’s rating (or equivalent) of AV or better and be licensed and admitted in Idaho. Prior to inception of grant or contract, Insured shall furnish Certificate Holder with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

* Certificate Holder and Additional Insured shall read:

 State of Idaho and the Regents of the University of Idaho

 Attn: Risk Management

 875 Perimeter Drive MS 2285

 Moscow, ID 83844-2285

* Description area of certificate shall read: Attn: UAS OWNER, individually owned drone
* All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
* All policies shall name Certificate Holder as an additional insured.
* Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
* Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
* By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.

*Required Insurance Coverage*. Insured shall obtain insurance of the types and in the amounts described below.

* Aviation Liability and/or Commercial General and Umbrella Liability Insurance. UAS OWNER shall maintain aviation or commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Demised Premises and shall not be less than $1,000,000. If DRONE OWNER’S Homeowners or Personal Liability policy provides coverage for UAS OWNER’s UAS, UAS OWNER may provide evidence of insurance from Personal Lines coverage.
* CGL or Aviation insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from operations of individually owned UAS.
* Personal property. In no event shall UNIVERSITY be liable for any damage to or loss of personal property sustained by UAS OWNER, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.

*If you have additional questions about required insurance or evidence of insurance, please contact:* risk@uidaho.edu