

# TEXAS STATE UNIVERSITY

*The rising STAR of Texas*

## Environmental Health Safety & Risk Management

### Unmanned Aircraft Systems (UAS) Request Form

This UAS Request Form must be completed and submitted to [ehs@txstate.edu](mailto:ehs@txstate.edu) and [dw44@txstate.edu](mailto:dw44@txstate.edu) for review by the office of Environmental Health Safety & Risk Management prior to any UAS operations on university property or at any university sponsored event. University faculty, staff, students, or others conducting operations on behalf of the university must submit this document not less than two (2) weeks in advance of flight operations. Individuals who are not affiliated with the university or who are not conducting university sponsored operations must submit this form not less than three (3) weeks in advance of flight operations. The Requestor will receive a response within 10 working days of request receipt.

#### SECTION 1: REQUESTOR INFORMATION

Applicant Full Name: First \_\_\_\_\_ M.I. \_\_\_\_\_ Last \_\_\_\_\_

Affiliation: University  \*Non-University/Third Party Contractors

Department/Sponsor or Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

#### SECTION 2: PURPOSE OF UAS REQUEST/PROPOSED ACTIVITY

Provide full details of flight purpose (education, research, promotional, etc.), including identity of UAS operator(s) and/or flight team. Depending on your intended use and activities associated with the use of your UAS, there may be other university approvals required before you can operate your UAS on university property or at university events. For example, any videography, photography or recording must first be approved through the Office of University Marketing.

Location of Request: \_\_\_\_\_

Date(s) of UAS Activity: \_\_\_\_\_ Starting Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

**SECTION 3: UAS DESCRIPTION**

Type/Model of UAS: \_\_\_\_\_

Weight/Dimensions: \_\_\_\_\_ Power Source/Serial #: \_\_\_\_\_

Previous Request Approved Yes  No  If Yes, Date of Previous Approval: \_\_\_\_\_

UAS Registered with FAA Yes  No  If Yes, Registration Number: \_\_\_\_\_

Photographs taken during flight Yes  No  Video recorded during flight Yes  No

Equipped with Geo-fencing Yes  No  Operating under a COA Yes  No

Liability Insurance Yes  No

\*Third party contractors or Non-university users are required to show proof of insurance, in the form of a Certificate of Insurance (COI). I have attached a Certificate of Waiver or Authorization (COA), and/or other relevant documentation for this request.  
\*I have attached a Certification of Insurance (COI) with Texas State University as an additional insured and certificate holder.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By signing above, the individual/entity submitting this request agrees to and will abide by all university policies governing the use of Unmanned Aircraft Systems on or over university property or sponsored event. A copy of the approved UAS Request Form must be in possession of the operator at all times during the activity, and must be presented to any university official or representative with control or jurisdiction over the activity, upon request. The university reserves the right to request additional documentation as a condition of approval and operation. In addition, any operator violating any portion of the University Unmanned Aircraft Systems (UAS) Policy, will be held accountable for their actions.

**SECTION 4: ENVIRONMENTAL HEALTH SAFETY & RISK MANAGEMENT RESPONSE**

Request Approved by EHSRM Yes  No

Request Approved by UPD Yes  No

Environmental Health Safety & Risk Management comments or requirements for operation are listed and must be observed below. If not approved, a summary of the decision is outlined.

EHSRM Signature: \_\_\_\_\_ Date: \_\_\_\_\_

UPD Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Badge Number#: \_\_\_\_\_

**Required Data Elements**

**UNL Project Leader**

Name \_\_\_\_\_

Email \_\_\_\_\_

Campus Phone Number \_\_\_\_\_

Emergency Contact Number (Cell) \_\_\_\_\_

**UNL Department**

Department Name \_\_\_\_\_

Campus Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

**Project Summary**

**A. Justification or Purpose**

1 Purpose of Use (Check all applicable uses)

- |   |   |
|---|---|
| <input type="checkbox"/> Advertising/Marketing                    | <input type="checkbox"/> Public Safety - Police, Fire, Emergency Management   |
| <input type="checkbox"/> Aerial Testing/Demonstration             | <input type="checkbox"/> Homeland Security/Military (Non-combat)              |
| <input type="checkbox"/> Atmospheric/Weather Research             | <input type="checkbox"/> Mapping  |
| <input type="checkbox"/> Building Maintenance/Real Estate Sales   | <input type="checkbox"/> Photography/Video/Film Prod./Marketing/Communication |
| <input type="checkbox"/> Cargo/Freight Carrying                   | <input type="checkbox"/> Pipeline/Powerline Patrol                            |
| <input type="checkbox"/> Construction/Engineering/Industrial      | <input type="checkbox"/> Surveillance   |
| <input type="checkbox"/> Crop Management/Extension                | <input type="checkbox"/> Thermal Imagery/Ground Sensing                       |
| <input type="checkbox"/> Education/Training                       | <input type="checkbox"/> Wildlife Observation                                 |
| <input type="checkbox"/> Other uses not indicated above (explain) |   |

2 Describe specific objectives of UAS use, including the type of data, photos or video to be collected

3 Describe how the UAS achieves these objectives

4 Identify the authority under which UAS operations will be conducted (COA, 333 Exemption, SAC, Authorization from requisite foreign civil aviation authority, or Part 107)

**B. Proposed Aircraft Type and Weight**

1 Aircraft platform (aircraft type [fixed wing, etc.] \_\_\_\_\_

2 Make and Model \_\_\_\_\_

3 Registration Number (if applicable) \_\_\_\_\_

4 Manufacturer Serial Number \_\_\_\_\_

If aircraft has no registration number or manufacturer's serial number, please describe how aircraft can be positively identified in the event of an incident, accident, or claim

5 Date Purchased \_\_\_\_\_

6 New or Used \_\_\_\_\_

7 Price Paid \_\_\_\_\_

8 Present Estimated Value with all attached equipment/and any modifications made since purchase \_\_\_\_\_

9 Aircraft Type (check all that apply)

Fixed-wing

Rotor-wing

Balloon

Glider

Single-engine

Multi-engine

10 Does this aircraft burn combustible fuel?

Yes, type \_\_\_\_\_

No

11 Normal Control

Manually flown

Semi-autonomous

Fully autonomous

12 Type of launch

Traditional takeoff

Hand

Rail

Other (please describe) \_\_\_\_\_

13 Type of recovery

Traditional landing

Net/Line capture

Parachute

Other (please describe) \_\_\_\_\_

14.1 Weight of UAS (Specify lb) \_\_\_\_\_

14.2 Maximum Gross Take-off Weight (including installed/carried equipment & payload [Specify lb/Kg]) \_\_\_\_\_

15 Wingspan/Rotor Diameter (Specify cm, in, feet, or meters) \_\_\_\_\_

16 Maximum Endurance (in hours) \_\_\_\_\_

17 Maximum Operating Altitude (in feet) \_\_\_\_\_

18 Maximum Range (Specify feet, yards, meters, miles, or kilometers) \_\_\_\_\_

19 Maximum Speed (in nautical mile per hour) \_\_\_\_\_

20 Does UAS have the ability to independently detect/avoid other aerial traffic?

Yes

No

21 In the event of a lost link between the ground control station and the aircraft, does the UAS contain an automated recovery program that allows for it to safely return to a predetermined point?

Yes Please describe: \_\_\_\_\_

No

22 Are there redundancies built in for the aircraft's propulsion system?

Yes

No

23 Are there redundancies built in for the aircraft's flight control surfaces?

Yes

No

24 Are there redundancies built in for the aircraft's navigation/communication systems?

Yes

No

25 Aircraft Manufacturer's website \_\_\_\_\_

26 Website (e.g., YouTube) where video of UAS can be viewed \_\_\_\_\_

27 Associated payload (example: number and types of cameras, etc.) \_\_\_\_\_

28 Describe manufacturer's aircraft and payload specifications \_\_\_\_\_

29 Describe your preventive maintenance plan, general repair practices, and sourcing for replacement parts \_\_\_\_\_

30 Identify the owner of the aircraft \_\_\_\_\_

### C. UAS Operator Information

UAS Operator information is required for EACH Operator. (Duplicate this section as necessary for multiple operators.)

1 UAS Operator Name \_\_\_\_\_

2 UAS Operator Emergency Contact Phone Number at Time of Flight \_\_\_\_\_

3 Indicate the qualifications of each operator.

a Is the operator a certificated pilot?

Yes

No

b If a certificated pilot:

Airman Certificate Number \_\_\_\_\_

Limitations \_\_\_\_\_

c CURRENT PILOT CERTIFICATES AND RATINGS

<input type="checkbox"/>	Student: Since (date)	_____					
<input type="checkbox"/>	Private		<input type="checkbox"/>	Commercial			
<input type="checkbox"/>	Airline (ATP)		<input type="checkbox"/>	Rotocraft			
<input type="checkbox"/>	Instrument						
<input type="checkbox"/>	Single Engine – Land		<input type="checkbox"/>	Single Engine – Sea	<input type="checkbox"/>	Center Line Thrust	
<input type="checkbox"/>	Multi-Engine-Land		<input type="checkbox"/>	Multi-Engine – Sea			
<input type="checkbox"/>	Instructor			Type Rated in (type of aircraft)	_____		
<input type="checkbox"/>	Glider		<input type="checkbox"/>	Light Sport Aircraft		<input type="checkbox"/>	A&P Mechanic
<input type="checkbox"/>	Other	_____					

d If not a certificated pilot, does the operator hold a Part 107 Remote Pilot Certificate?

Yes (date passed) \_\_\_\_\_

No

4 If not a certificated pilot or remote pilot:

a Have you successfully completed an FAA (or equivalent) Private Pilot ground instruction course?

Yes

No

b If you answered "yes" to the question above, have you passed the FAA (or equivalent) Private Pilot written examination?

Yes (date passed) \_\_\_\_\_

No

5 Does the individual hold a current and valid medical certificate

Yes

No

a If yes: Class \_\_\_\_\_ Expiration Date \_\_\_\_\_ Limitations \_\_\_\_\_

6 Date manufacturer's training for specific UAS to be insured was completed \_\_\_\_\_

7 ADDITIONAL TRAINING APPLICABLE TO UNMANNED AIRCRAFT

Name and Location of school/training/other provider \_\_\_\_\_

UAS Model(s) \_\_\_\_\_

Date Completed \_\_\_\_\_

Check all the apply:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Initial Manufacturers Training

Recurrency Training

Crew Resource Management (CRM)

Simulator Proficiency/Recurrent

UNMANNED AIRCRAFT PILOT/OPERATOR EXPERIENCE AND CURRENCY					
Itemized Pilot-In-Command / Primary Operator Experience with Unmanned Aircraft					
UAS Group	Make(s) & Model(s)	Number of Missions Flown/Landed/Recoveries			
		Total	Last 90 Days	Last 30 Days	Last 12 Months
Insured Make and Model			/ /	/ /	/ /
GROUP 1 (MGTOW 0-20 lbs.)			/ /	/ /	/ /
GROUP 2 (MGTOW 21-55 lbs.)			/ /	/ /	/ /

- 8 Have you ever had an aircraft claim, incident or accident?  Yes  No
- 9 Have you ever been cited or fined for violation of an aviation regulation?  Yes  No
- 10 Has your pilot certificate ever been suspended or revoked?  Yes  No  N/A

**D. Proposed Date(s) and Time(s) of UAS use**

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**E. Location and Area of Use Information**

- 1 Proposed location(s). Attach map of flight area(s). (Exhibit A)

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- 2 Property owner(s) of proposed locations(s)

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- 3 Proximity of proposed location(s) to inhabited areas such as campus structures, residential or business districts, etc.

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- 4 Describe protocols for notifying adjacent property owners

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**F. Funding Source(s) for the Purchase and Use of UAS**

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G.  I have attached my FAA 333 Exemption, FAA Certificates of Waiver or Authorization (COA), Special Air Worthiness Certificate (SAC), or Authorization from requisite foreign civil aviation authority, if applicable. (Exhibit B)

I have read and am in compliance with the University of Nebraska Executive Memorandum. I understand that any violation of university policies or student code of conduct by an individual will be administered in accordance with applicable university policies and procedures. Additionally, individuals who violate this policy may be subject to civil or criminal penalties and the seizure of UAS by campus police or security. Fines, damages, and claims against individuals who violate this policy may be the responsibility of that individual.

***Preliminary Approval***

**Final Approval**

Project Leader \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

Project Leader \_\_\_\_\_ Date \_\_\_\_\_  
 (certifying all necessary approvals have been  
 obtained)

UNL Department Chair \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

UNL Department Chair \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UNL Dean/Director \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

UNL Dean/Director \_\_\_\_\_ Date \_\_\_\_\_  
 \* \_\_\_\_\_  
 \* \_\_\_\_\_

UNL Office of Research & \_\_\_\_\_ Date \_\_\_\_\_  
 Economic Development  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

UNL Office of Research & \_\_\_\_\_ Date \_\_\_\_\_  
 Economic Development  
 \* \_\_\_\_\_  
 \* \_\_\_\_\_

UNL Police Department \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

UNL Police Department \_\_\_\_\_ Date \_\_\_\_\_  
 \* \_\_\_\_\_  
 \* \_\_\_\_\_

UNL Risk Management \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title \_\_\_\_\_

UNL Risk Management \_\_\_\_\_ Date \_\_\_\_\_  
 \* \_\_\_\_\_  
 \* \_\_\_\_\_

UNL Vice Chancellor, \_\_\_\_\_ Date \_\_\_\_\_  
 Business and Finance

UNL Vice Chancellor, \_\_\_\_\_ Date \_\_\_\_\_  
 Business and Finance  
 \* Print and Title Only if Different from Preliminary

*Exhibit A - Map of Flight Area (Application Section E.1)*

*Exhibit B - FAA 333 Exemption, FAA Certificates of Waiver or Authorization (COA),  
Special Air Worthiness Certificate (SAC), or Authorization from requisite foreign civil aviation authority,  
if applicable. (Application Section G)*





**Required Data Elements**

**UAS User**

**A. Applicant Information**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number (during flight) \_\_\_\_\_

Alt. Phone Number \_\_\_\_\_

Email \_\_\_\_\_

**Project Summary**

**B. Proposed Aircraft Information**

- 1 Aircraft platform (aircraft type [fixed wing, etc.] \_\_\_\_\_
- 2 Make and Model \_\_\_\_\_
- 3 Weight of UAS (Specify lb) \_\_\_\_\_
- 4 FAA Registration Number \_\_\_\_\_
- 5 Manufacturer Serial Number \_\_\_\_\_

If aircraft has no registration number or manufacturer's serial number, please describe how aircraft can be positively identified in the event of an incident, accident, or claim

\_\_\_\_\_

*Attach an image of UAS in JPEG format to submit with this application. (Exhibit B)*

**C. Briefly describe the overall flight objective(s)**

\_\_\_\_\_

**D. Operation details [include altitudes, description of the team (operator and spotter at minimum), equipment/payload on board, data to be collected, where will data be evaluated and kept?]**

\_\_\_\_\_

**E. Proposed date(s) and time(s) of UAS use**

\_\_\_\_\_

**F. Location and Area of Use Information**

- 1 Proposed location(s), indoor/outdoor, known hazards and how you will mitigate them.

*Attach map of flight area(s). (Exhibit A)*

- 2 Proximity of proposed location(s) to inhabited areas such as campus structures, residential or business districts, etc.

\_\_\_\_\_

**G. Camera on board?**  Yes  No

- 1 Intended use/purpose? \_\_\_\_\_
- 2 Who will have access to images? \_\_\_\_\_
- 3 How long will images be kept? \_\_\_\_\_
- 4 How will images be disclosed? \_\_\_\_\_

H. Any other information to include: \_\_\_\_\_

I.  I have attached UAS Liability Insurance Certificate which reflects: (Exhibit C)

- Occurrence based UAS Liability Insurance of \$1 million per occurrence
- Board of Regents named as "Additional Insured"
- Policy includes coverage for personal injury
- Waiver of subrogation language is included in the policy
- Policy is primary and non-contributory
- Insured will provide 30-days notice of cancellation



### Signature Approval for Unmanned Aircraft Systems (UAS) Hobbyists

I have read and am in compliance with the University of Nebraska Executive Memorandum. I understand that any violation of university policies or student code of conduct by an individual will be administered in accordance with applicable university policies and procedures. Additionally, individuals who violate this policy may be subject to civil or criminal penalties and the seizure of UAS by campus police or security. Fines, damages, and claims against individuals who violate this policy may be the responsibility of that individual.

#### *Preliminary Approval*

#### **Final Approval**

Name \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_  
(certifying all necessary approvals have  
been obtained)

UNL Police Department \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_

UNL Police Department \_\_\_\_\_ Date \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_

UNL Risk Management \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_

UNL Risk Management \_\_\_\_\_ Date \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_

UNL Vice Chancellor, \_\_\_\_\_ Date \_\_\_\_\_  
Business and Finance

UNL Vice Chancellor, \_\_\_\_\_ Date \_\_\_\_\_  
Business and Finance

\* Print and Title Only if Different from Preliminary

*Exhibit A - Map of Flight Area (Application Section F.1)*

*Exhibit B - Image of UAS in jpeg format attached to application (Application Section B)*

*Exhibit C - UAS Liability Insurance Certificate must be attached. (Application Section I)*

## Procedures for a commercial drone/UAS company to fly over CU Boulder Property

-The company should contact the CU Boulder Director of Flight Operations (DO) at least two weeks prior to the requested flight date:

CU Boulder Director of Flight Operations  
Dan Hesselius  
Fleming Building 212  
[Daniel.hesselius@colorado.edu](mailto:Daniel.hesselius@colorado.edu)  
(303) 735-8112

-The company needs to provide the DO the following items:

1. Copy of the Pilot's FAA Drone Operators Certificate
2. Copy of the FAA registration for the aircraft(s) that will be used
3. A safety plan detailing where and when they will fly. This plan must detail how they will safely and legally fly IAW all Federal Regulations pertaining to required distance from people etc.
4. Completed "CU Boulder Drone Use Agreement"
5. Proof of insurance meeting the requirements set forth in the "CU Boulder Drone Use Agreement" and the "Standard Insurance Requirements", both of these are included in this document

-When the DO receives these items, he will forward the request to the CU Boulder UAS Committee for approval. The Committee is made up of ten representatives from various campus departments. They are the final authority regarding UAS operations at CU.

-If the Committee grants permission to fly the DO will notify the company and handle coordination with necessary campus entities such as the CUPD.

-We recommend all applications for flights have at least two proposed dates, one primary and one back-up date for difficulties with weather etc.

## STANDARD INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain and cause its sub-contractors to obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Neither the contractor nor its sub-contractors, under this agreement, are relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

### **COVERAGES**

- **Commercial General Liability** – ISO most current form. Coverage to include:  
 Premises and Operations  
 Personal / Advertising Injury  
 Products / Completed Operations  
 Broad Form Property Damage  
 Liability assumed under an Insured Contract (including defense costs assumed under contract)  
 Independent Contractors
  
- **Aircraft Liability**  
 Bodily Injury/Property Damage – Third party liability coverage for property damage and bodily injury caused by a drone, premises liability at locations used in connection with the scheduled aircraft, medical expenses, malicious damage, system hacking and personal injury.
  
- **Automobile Liability including all:**  
 Owned Vehicles  
 Non-owned Vehicles  
 Hired Vehicles
  
- **Workers Compensation**  
 Statutory Benefits (Coverage A)  
 Employers Liability (Coverage B)

### **LIMITS REQUIRED**

The Contractor shall carry the following limits of liability as required below:

#### **Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

#### **Aircraft Liability**

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

#### **Automobile Liability**

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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#### **Workers' Compensation**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000 Each Accident

\$ 100,000 Disease Each Employee  
\$ 500,000 Disease Policy Limit

**ADDITIONAL INSURANCE REQUIREMENTS**

1. All Insurers must be licensed or approved to do business within the State of Colorado and should possess a minimum A.M. Best's Insurance Guide rating of A VII.
2. The Contractor shall provide the University of Colorado a Certificate of Insurance form evidencing all required coverages prior to commencing work or entering University premises.
3. Unless otherwise specified, all policies must be written on an occurrence policy form. If coverage is written on a claims-made form, the retroactive, pending and/or prior litigation date must be shown on the Certificate of Insurance.
4. The Contractor shall name "**The Regents of the University of Colorado, a body corporate, and its officers, employees, agents and volunteers**" as an Additional Insured with respect to liability and defense of suits as respects the general liability, aircraft liability and automobile liability policies. Additional insured coverage to provide all claim, defense and related expenses arising out of the performance of the ongoing or completed work or products or other activities, regardless of whether those claims arise out of the sole or partial negligence or acts or omissions, as allowed by law. These obligations survive the completion or termination of this agreement.
5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A waiver of subrogation in favor of the University must apply as respects the Workers' Compensation policy.
7. The Contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force within 30 days of change.
8. The Contractor will provide the University a minimum 30 day advance written notice for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. **The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.**

***Non-Waiver***

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

***Mutual Cooperation***

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

*Revised 09/01/15*

## CU Boulder Drone Use Agreement

**Name of Organization, Institution or Agency  
("User"):**

**Phone Number:**

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**Contact Name and Title:**

**Email Address:**

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**Use:** User requests permission to launch an Unmanned Aircraft System (UAS) from or over the University on the following date(s): \_\_\_\_\_. Prior to granting permission, the University requires execution of this Use Agreement by the User.

For good and valuable consideration, receipt of which is hereby acknowledged, the User agrees, as follows:

1. Payment to University. None.
2. Compliance/Safety. User agrees to comply with all applicable local, state, and federal law, in addition to all applicable University policies, rules and regulations pursuant to this Agreement. User, on behalf of itself, its employees, representatives, and agents agrees to review and abide by any and all directions from the University's Director of Flight Operations (DO) regarding Use.
3. Damages and Indemnification. User shall be solely responsible for, and shall promptly reimburse the University upon invoice, for damages to any University facilities or equipment. Further, User shall defend, indemnify, and hold harmless The Regents of the University of Colorado, a body corporate, its officers, administrators, agents, employees, and students from and against any and all liability, losses, costs and expenses (including reasonable attorneys fees) resulting from claims or demands arising out of this Agreement. Indemnification is not limited, and includes any liability or payment by reason of any damage to property (or loss of use thereof) or bodily injury (including death) sustained by any person or persons arising out of or in connection to this Agreement.
4. Insurance. User shall maintain, at its own expense and for the duration of any and all use, Commercial General Liability including Broad Form Property Damage in the following minimum insurance coverages: General Aggregate \$2,000,000; Each Occurrence Limit \$1,000,000; Fire Damage (Any One Fire) \$50,000; and Medical Payments (Any One Person) \$5,000. User shall name "The Regents of the University of Colorado, a body corporate" as an Additional Insured. User shall provide the University a Certificate of Insurance Form evidencing all required coverages within 10 days of signing this Agreement.
5. Disclaimer and Liability Limitation. USER KNOWINGLY AND FREELY ASSUMES ALL RISKS AND ASSUMES FULL RESPONSIBILITY FOR USER'S USE. UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY DOES NOT GUARANTEE THE ABILITY TO USE AND MAY REFUSE OR REVOKE PERMISSION AT ANY TIME. IN NO EVENT SHALL UNIVERSITY, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER DIRECT, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Governmental Immunities. Nothing contained in this Agreement shall be construed as an express or implied waiver by the University of its governmental immunity or of the governmental immunity of the State of Colorado or as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq.

7. Governing Law. This Agreement shall be governed by the laws of the state of Colorado.
8. Independent Parties. Nothing herein shall be construed as creating a relationship between the parties of principal and agent, partnership or joint venture, or employee and employer, it being understood and agreed that the parties are independent parties.
9. Entire Agreement. This Agreement reflects the entire understanding of the parties and supersedes any and all other understandings or agreements between the parties.
10. Assignment. Neither party may assign their rights or obligations under this Agreement.
11. Authorized Representative. Person signing for User hereby swears and affirms that he or she is authorized to act on User's behalf and acknowledges that the University is relying on his/her representations to that effect and accepts personal responsibility for any and all damages the University may incur for any errors in such representation.

Accepted and Agreed to by:

**USER:**

By: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



# BYU PERMIT TO OPERATE UAS (PART 107)

This permit is required for the operation of all Unmanned Aircraft Systems (UAS) occurring on BYU property, either indoor or outdoor, by any individual, other than for qualifying educational uses, which requires a BYU Permit to Operate UAS form. Some elements of this permit may not be applicable for indoor UAS operations. Additionally, this permit is required for all UAS operations by BYU employees or students on non-BYU property and locations, other than for qualifying educational uses, which requires the separate permit.

## REMOTE PILOT IN COMMAND:

Name of remote pilot in command: \_\_\_\_\_ Date: \_\_\_\_\_

A person operating a small UAS for non-recreational purposes must either hold a remote pilot airman certificate with a small UAS rating or be under the direct supervision of a person who does hold a remote pilot certificate (remote pilot in command). To qualify for a remote pilot certificate, a person must complete the following:

- Demonstrate aeronautical knowledge by either:
  - Passing an aeronautical knowledge test at an FAA-approved knowledge testing center; or
  - Hold a part 61 pilot certificate other than student pilot, complete a flight review within the previous 24 months, and complete a small UAS online training course provided by the FAA.
- Be vetted by the Transportation Security Administration.
- Be at least 16 years old; and read, speak, write, and understand English.
- Not have a physical or mental condition that would interfere with safe operation of the UAS.
- Report any accident to BYU Risk Management. Additional reporting to the FAA may also be required.

The above pilot and any person manipulating the flight controls must provide evidence of proficiency by: (check when you have completed and attached the following)

- Providing evidence of the UAS operator's previous flight history, experience, and other relevant information.

Attach remote pilot in command certificate and operational proficiency documentation to this permit.

## FLIGHT PLAN:

On the lines provided below, please state a brief summary of the purpose of your flight: \*

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Please attach proposed flight plan including dates, times, locations, etc.

\*If flight is on BYU property, you agree to adhere to campus scheduling and use policies.

\*Recreational or hobby flights on campus are prohibited without obtaining a permit from BYU Risk Management.

### AIRCRAFT REQUIREMENTS:

By initialing on each item, you show that you agree to, understand, and will comply to the following:

- Aircraft Registration Number \_\_\_\_\_ Initials \_\_\_\_\_
- FAA airworthiness certification is not required. However, the remote pilot in command must conduct a preflight check of the small UAS to ensure that it is in a condition for safe operation. Initials \_\_\_\_\_
- The UAV must be a commercially produced item or have been developed under the direction of BYU, in which case the UAV must be approved by Risk Management. Initials \_\_\_\_\_

### OPERATIONAL LIMITATIONS:

By initialing on each item, you show that you agree to, understand, and will comply to the following:

- If flying on BYU campus, notify BYU Dispatch before and after each flight. Their non-emergency number is 801-422-2222. Initials \_\_\_\_\_
- Unmanned aircraft must weigh less than 55 lbs. (25 kg). Initials \_\_\_\_\_
- Visual line-of-sight (VLOS) only; the unmanned aircraft must remain within VLOS of the remote pilot in command and the person manipulating the flight controls of the small UAS. Alternatively, the unmanned aircraft must remain within VLOS of a visual observer (VO). Initials \_\_\_\_\_
- At all times the small, unmanned aircraft must remain close enough to the remote pilot in command and the person manipulating the flight controls of the small UAS, or a VO, for those people to see the aircraft with vision unaided by anything other than corrective lenses. Initials \_\_\_\_\_
- Small, unmanned aircraft may not operate over any persons not directly participating in the operation, not under a covered structure, and not inside a covered stationary vehicle. Caution tape, safety observers, etc. should be used as necessary. Initials \_\_\_\_\_
- No night-time flights; only daylight operations, or operating during civil twilight (30 minutes before official sunrise to 30 minutes after official sunset, local time) with appropriate anti-collision lighting. Initials \_\_\_\_\_
- Must yield right of way to other aircraft. Initials \_\_\_\_\_
- First-person view camera cannot satisfy "see-and-avoid" requirement but can be used as long as requirement is satisfied in other ways. Initials \_\_\_\_\_
- Maximum groundspeed of 100 mph (87 knots). Initials \_\_\_\_\_
- Maximum altitude of 400 feet above ground level (AGL) or, if higher than 400 feet AGL, remain within 400 feet of a structure. Initials \_\_\_\_\_
- Minimum weather visibility of 3 miles from control station. Initials \_\_\_\_\_
- Operations in Class B, C, D and E airspace are allowed only with the required FAA and Air Traffic Control (ATC) waiver. If ATC notification is also required (e.g. for recreational flights within 5 miles of an airport), please contact Risk Management. *The Risk Management Department will make notification to the ATC.* Initials \_\_\_\_\_ Notification made on \_\_\_\_\_ by \_\_\_\_\_
- Operations in Class G airspace are allowed without ATC permission. Initials \_\_\_\_\_
- No person may act as a remote pilot in command or VO for more than one unmanned aircraft operation at one time. Initials \_\_\_\_\_
- No operations from a moving aircraft or another moving vehicle (unless operation is over a sparsely populated area). Initials \_\_\_\_\_
- No careless or reckless operations or carriage of hazardous materials. Initials \_\_\_\_\_
- Requires preflight inspection, as well as assessment of weather conditions, flight restrictions, and the location of any nearby persons, property, or other hazards, by the remote pilot in command. Initials \_\_\_\_\_

- BYU is in close proximity to a heliport at Utah Valley Regional Medical Center. The operator of the drone must agree to diligently hear, see and avoid any other nearby aircraft. Initials \_\_\_\_\_
- A person may not operate a small, unmanned aircraft if he or she knows or has reason to know of any physical or mental condition that would interfere with the safe operation of a small UAS. Initials \_\_\_\_\_
- Foreign-registered small, unmanned aircraft are allowed to operate under part 107 if they satisfy the requirements of part 375. Initials \_\_\_\_\_
- External load operations are allowed if the object being carried by the unmanned aircraft is securely attached and does not adversely affect the flight characteristics or controllability of the aircraft. Initials \_\_\_\_\_
- Transportation of property for compensation or hire is allowed provided that-
  - The aircraft, including its attached systems, payload and cargo weigh less than 55 pounds total; Initials \_\_\_\_\_
  - The flight is conducted within visual line of sight and not from a moving vehicle or aircraft; and Initials \_\_\_\_\_
  - The flight occurs wholly within the bounds of a State and does not involve transport between (1) Hawaii and another place in Hawaii through airspace outside Hawaii; (2) the District of Columbia and another place in the District of Columbia; or (3) a territory or possession of the United States and another place in the same territory or possession. Initials \_\_\_\_\_
- No operation of UAS within three miles of Lavell Edwards Stadium is allowed during the period beginning one hour before and ending one hour after any event in the stadium. Initials \_\_\_\_\_
- For off-campus use on non-BYU owned property, contact local authorities and/or verify applicable regulations allow the flight to occur. Initials \_\_\_\_\_
- If an individual or entity has agreed to operate a UAV for BYU per an established contract, service agreement, for hire in any way, or as a volunteer service or opportunity, then the individual or entity operating the UAV must have general liability insurances that meets or exceeds University standards. Please contact the Risk Management Department to identify insurance requirements. Attach a copy of the certificate to this permit. Initials \_\_\_\_\_

**USE OF MEDIA OR OTHER CONTENT**

- The use of media associated with this drone flight will comply with all requirements of the Filming and Photography on Campus policy. For questions regarding this policy, please contact University Communications. Initials \_\_\_\_\_
- Any and all information collected will be used in accordance with the Intellectual Property Policy. Initials \_\_\_\_\_

I have read and understand the above information, and will comply to it.

\_\_\_\_\_

Remote Pilot in Command Date

I have reviewed the proposed flight and concur that the flight is necessary to further the mission of BYU. Recreational or hobby flights are prohibited.

\_\_\_\_\_

Department Dean, Associate Dean, or Director Date

8/16/2017  
Revision 8

Concurrence by Risk Management

Date

Permit Number

## ATTACHMENTS:

Please attach the following:

- Remote pilot in command certificate
- Operational proficiency documentation
- Proposed flight plan including dates, times, locations, etc.

Return completed permit and attachments to the Risk Management department either by mail or by email. Please call if you have any questions or concerns.

Risk Management, Safety, and Compliance

801-422-4468

risk\_mgt@byu.edu

250 FB, Provo, UT 84602

## BYU PERMIT TO OPERATE UAS FOR QUALIFYING EDUCATION PURPOSES

This permit is required for the operation of Unmanned Aircraft Systems (UAS) for qualifying education purposes occurring on BYU property, either indoor or outdoor, by any individual. Hobby or recreational UAS flights on campus are prohibited except for qualifying educational uses, as defined below. Additionally, this permit is required for all BYU-affiliated educational use of UAS being performed by BYU employees or students on non-BYU property and locations.

Student operation of a UAS qualifies as a "qualifying educational use," and therefore constitutes hobby or recreational use, only under the following conditions:

- Operation in connection with coursework either (a) directly related to UAS design and flight (e.g. science, technology, aviation, aeronautical design) or (b) tangentially related to UAS operations (e.g., photography, film production).
- **The student does not receive compensation for the operations.** Student operation of UAS for the professional research objectives of faculty renders the operation non-hobby and non-recreational.

Faculty operation of a UAS qualifies as a "qualifying educational use," and therefore constitutes hobby or recreational use, only under the following conditions:

- The use of the UAS is limited to participation in the student's UAS activities as part of BYU coursework.

**OPERATION OF THE UAS MUST BE A SECONDARY (NOT A PRIMARY) ASPECT OF THE COURSE CURRICULUM. FLIGHT PLAN:**

On the lines provided below, please state a brief summary of the purpose of your flight: \*

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Please attach proposed flight plan including dates, times, locations, etc.

\*if flight is on BYU property, please adhere to campus scheduling and use policies.

**AIRCRAFT REQUIREMENTS & OPERATIONAL LIMITATIONS:**

- Aircraft Registration Number (if applicable) \_\_\_\_\_
- The UAV must be a commercially produced item or have been developed under the direction of BYU, in which case the UAV must be approved by Risk Management.
- The UAS must be flown for aviation-related education as part of "hobby or recreational purposes" only, as defined above.

Operators must:

- Confirm notice to the airport and control tower before flying within five miles of an airport or heliport. This notice will be completed by the BYU Risk Management, Safety, and Compliance Department.

- BYU is located close to the Provo Airport and the Utah Valley Medical Center heliport. Operators must diligently adhere to hear, see, and avoid any other aircraft.
- If flying on BYU campus, notify BYU Dispatch before and after each flight. Their non-emergency number is 801-422-2222.
- Ensure that the operator or a visual observer maintains a visual line of sight with the UAS to check its location, altitude, and direction; observe other air traffic or hazards; and ensure the UAS does not endanger the life or property;
- Check and follow all local laws and ordinances before flying over private property. Contact local authorities and/or verify that applicable regulations allow the flight to occur.
- Do not fly over unprotected persons or moving vehicles, and remain at least 25 feet away from individuals and vulnerable property.
- Do not fly in adverse weather conditions such as in high winds or reduced visibility.
- Do not fly under the influence of alcohol or drugs.
- Ensure the operating environment is safe and the operator is competent and proficient in the operation of the UAS.
- Do not fly near or over sensitive infrastructure or property such as power stations, water treatment facilities, correctional facilities, heavily traveled roadways, government facilities, etc.
- Do not conduct surveillance or photograph persons in areas where there is an expectation of privacy without the individual's permission (see AMA's privacy policy as well as BYU's policy for use of media content).
- Unmanned aircraft must weigh less than 55 lbs. (25 kg). The only exception to the 55 lb. limit for model UAS is for those "certified through a design, construction, inspection, flight test, and operational safety program administered by a community-based organization." FMRA 336(a)(3).
- Not operated a UAS from a public transit platform or station; or under a height of 50 feet within a public transit fixed guideway right-of-way and direction over a public transit rail vehicle;
- Comply with flight restrictions imposed by any federal notice to airmen, including without limitation not flying within a three-mile radius of Lavell Edwards Stadium during the period beginning one hour before and ending one hour after any public event at the stadium.

**SIGNATURE OF RESPONSIBLE FACULTY MEMBER**

I have read and understand the above information, and will comply to it.

\_\_\_\_\_  
Faculty Name (Printed)

\_\_\_\_\_  
Faculty Signature

\_\_\_\_\_  
Date

I have reviewed the proposed flight and concur that the flight is necessary to further the mission of BYU. Recreational or hobby flights are prohibited except for qualifying educational uses.

\_\_\_\_\_  
Department Dean, Associate Dean, or Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Concurrence by Risk Management

\_\_\_\_\_  
Date Permit Number

**STUDENT UAS OPERATORS:**

I have read and understand the above information and requirements, and will comply with them:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name (Printed)

Signature

**ATTACHMENTS:**

Please attach the following:

- Proposed flight plan including dates, times, locations, etc.

Return completed permit and attachments to the Risk Management department either by mail or by email. Please call if you have any questions or concerns.

Risk Management, Safety, and Compliance  
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250 FB, Provo, UT 84602