



Re: Unmanned Aircraft Systems (UAS) a.k.a. Drones

Minimum Requirements to operate a private UAS (drones) on University Property

I. Insurance Requirements

- A. Workers' Compensation**
Statutory (Ohio) Limits and Coverage's

- B. Employers' Liability (Ohio Stop Gap) Limits**
\$1,000,000 Each Occurrence

- C. General Liability Limits**

\$1,000,000 General Aggregate per Project
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Liquor Liability (If applicable)
\$ 100,000 Fire Damage Liability
\$ 5,000 Medical Payments per Person

- D. Umbrella or Excess Liability**
\$2,000,000 General Aggregate

- E. Professional Liability**
\$1,000,000 Each Claim
\$2,000,000 Annual Aggregate

- F. Automobile Liability**
\$1,000,000 Each Accident
For owned, leased, hired and non-owned autos

- G. Aviation Liability**
\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate

H. Insurance Companies

All Required insurance policies shall be written through insurance companies licensed to do business in the State of Ohio and have a minimum rating of “A” (A. M. Best or equivalent). Insurers with lower than an “A” rating or unlicensed in the state of Ohio shall be subject to the approval of UD’s Risk Manager.

I. Additional Insured

The Commercial General Liability shall include the following as Additional Insured:

University of Dayton, its affiliates and subsidiaries, members, officers, employees, volunteers, Coverage provided shall be primary to the Additional Insured’s and not contributing with any other insurance or similar protection available to the Additional Insured’s whether other available coverage be primary, contributing or excess.

J. Certificate of Insurance/Policy Copy

A *Certificate of Insurance* evidencing the insurance requirements and additional insured status on the General and Aviation Liability policies **is required**. Said Certificates shall provide a thirty (30) day written notice of cancellation or change in any of the insurance requirements. Also required, upon request, is a full and complete copy of the policies of insurance. All such certificates/notices and policy copies are to be sent to:

Attn: Robin Oldfield
Environmental Health & Safety/Risk Management
300 College Park, Dayton, Ohio 45469-2905
Fax (937) 229-4395

K. Property

Operator’s Property- Responsibility for loss and insurance coverage for this property is the sole responsibility of the Operator/Owner.

II. Permission by the University has been granted

University representative has hired or granted permission for the desired UAS usage on campus.

III. Register drone activity with Environmental Health & Safety/Risk Management (EHS/RM) and Public Safety

Contact EHS/RM at 937-229-4503 to register your UAS activity. This will include providing documentation that your UAS meets FAA requirements (http://www.faa.gov/uas/regulations_policies/) and to provide a certificate of insurance.

Contact the Director of Administration and Security in the Department of Public Safety at 937-229-2129 with your flight plan which will include the locations, dates and time.

University of Dayton
Facilities Management and Campus Operations
Environmental Health & Safety/Risk Management
300 College Park Avenue Dayton, Ohio 45469-2905
Phone (937) 229-4503 Fax (937) 229-4395
e-mail: roldfield1@udayton.edu

IV. UAS Operator/Owner Agreement

CONTROL OF PERFORMANCE AND DAMAGES

The UAS Operator will control the details and manner of service. Notwithstanding this control by Operator, the University of Dayton may stop work deemed to be in violation of state or federal law or applicable ordinances. Damages to the premises, equipment or properties of the University of Dayton caused by the Operator or its equipment, either intentionally or through negligence, will be paid for by the Operator and may be deducted by the University from the contracted fee.

SUBJECT TO UNIVERSITY POLICIES

UAS Operator is subject to University policies and procedures. Operator agrees to familiarize themselves with applicable policies, such as policies and protocols on photography, use of logo, etc., as well as those policies that may pertain to the scope of Operator's work. Such University policies and procedures, as they may exist from time to time, including the compliance requirements set forth in them, are incorporated herein by reference.

INDEMNIFICATION

UAS Operator shall defend, indemnify, protect, and hold harmless and reimburse the University, its members, trustees, officers, agents, representatives, employees and students from and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorney's fees and disbursements arising out of or in connection with any injury to, damage to, death to or loss of any persons or property, or breach of any of Operator's representations, warranties or obligations or any violation of any applicable laws or regulations resulting from or in connection with the use of UAS.

UNIVERSITY NAME AND LOGO

UAS Operator shall not use or register the name "University of Dayton" alone or as part of another name or any logos, seals, insignia or other words, names, symbols or devices that identify University of Dayton or any University of Dayton school, division or affiliate for any purpose except with the prior written approval of, and in accordance with any restrictions required by the University of Dayton. Any approved use must be consistent with the University's brand guidelines available at <https://www.udayton.edu/brand/>.

STANDARD OF BEHAVIOR

UAS Operator agrees to recognize and act in accordance with the Catholic and Marianist standards of honesty, dignity, and respect. Vendor agrees not to engage in any conduct in violation of any state or federal statute, regulation or ordinance,

conduct involving moral turpitude; conduct in violation of the University's Policy Prohibiting Illegal, Fraudulent, Dishonest, and Unethical Conduct; or any other conduct that is inconsistent with, embarrassing to or destructive to the University's identity as a Catholic and Marianist institution.

The undersigned has carefully read and understand the terms and conditions of this Terms and Conditions and has the authority to bind the Vendor.

University of Dayton:
Signature: _____
Print name: _____
Title: _____
Date: _____

Vendor:
Signature: _____
Print name: _____
Title: _____
Date: _____