

## 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  
Aerospace Building Rm. 261  
[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:**

**Contact Name and Title:**

**Email Address:**

**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: \_\_\_\_\_

