

Policy Name: **Unmanned Aerial Systems (UAS) Policy**
Policy Owner: Risk Management
Responsible College Office(s): Department of Public Safety and the Office of Marketing and Communications
Origination Date: November 1, 2022

Purpose:

This policy establishes guidelines to govern the operation by any person of an Unmanned Aerial System (UAS) on or above any Washington College (the “College”) campus or properties. These guidelines are established for the safety and protection of all members of the College community, including the privacy of all community members, and promote compliance with all applicable federal, state, and local laws.

Responsible Office(s):

The Office of Risk Management is responsible for establishing and updating the policy and the Department of Public Safety and the Office of Marketing and Communications is responsible for monitoring and enforcing the policy.

Scope:

All faculty, students, staff, contractors, volunteers, visitors and any other person present on Washington College-owned property are governed by this policy.

Washington College supports the use of UAS, on/over its property, in College sponsored research, educational and other activities described in this policy. This policy establishes compliance with all applicable laws, reduces safety risks and preserves the security and privacy of members of the Washington College campus community. This policy responds to Federal Aviation Administration (FAA) guidelines and requirements that promote the safe and responsible use of unmanned aircraft. Federal Aviation Administration guidelines for unmanned aircraft can be found here:
<https://www.faa.gov/uas/>

Policy:

The College, consistent with the regulations and guidance from the FAA, allows the operation of UAS on or above the College property for educational and research purposes or any other related College-sponsored program/activity. This includes events/programs arranged through Conference Services.

Any drone weighing between .55 and 55 pounds must be registered via the FAA online system before being used on College property (https://www.faa.gov/licenses_certificates/aircraft_certification/aircraft_registry/). All UAS operators must have appropriate experience in operating the UAS and must be certified to operate a UAS (https://www.faa.gov/uas/commercial_operators/). The UAS operator must either provide a copy of the license or include their authentication token number/certificate number in the certificate of insurance.

Anyone operating a UAS (College or contract) must comply with all federal, state and local rules/laws. One must obtain prior approval from the Department of Public Safety and the Office of Marketing and Communications and register with the Department of Public Safety at least 48 hours prior to the use of the UAS. The UAS operator must provide the date/time, purpose, location and length of UAS operations.

A contracted operator must be accompanied by a College representative at all times. College-sponsored activities/programs should register annually with the Department of Public Safety and then notify the department when UAS is used on college property.

Any violation of the law or violations of College policy may subject the individual(s) to both criminal and/or disciplinary action. Washington College students who violate this policy will be subject to the student conduct policies and procedures as written in the Student Handbook. Damages occurring to College property or individuals will be the responsibility of the UAS operator.

A third-party UAS operator must provide a certificate of insurance naming Washington College as an additional insured with a minimum of \$1 million in general liability insurance prior to operation on or above College property. The UAS operator must either provide a copy of the license or include their authentication token number/certificate number in the certificate of insurance. Please see Appendix A for detailed insurance requirements for a third party operator on College property. The UAS operator must submit the certificate of insurance to the Department of Public Safety.

Below is a list of additional requirements to be followed:

- UAS must weigh less than 55 pounds
- Fly at or below 400 feet and clear of surrounding obstacles
- Do not exceed 100 mph
- Keep the UAS within operator sight at all times
- Do not fly in restricted airspace
- Do not fly near other aircraft or airport(s)
- Do not fly over gatherings of people
- Do not photograph, video, or monitor areas where other members of the College community or members of the general public would have a reasonable expectation of privacy
- Do not fly over sporting events or stadiums while in use or occupied
- Do not fly near emergency response efforts such as the medivac landing area
- Do not fly recklessly under the influence of drugs or alcohol
- Safely ground and suspend operations of any UAS when ordered by a College police officer or public safety official
- UAS must comply with all federal, state, and local laws and guidelines

The College reserves the right to deny, or discontinue, permission to operate a UAS on College property at any time within its discretion.

**APPENDIX A
Insurance Requirements**

Use: Operation of UAS On or Above College Property

Washington College: Lessor

UAS Operator: Lessee

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Lessee must comply, and cause all sub-contractors of any level to comply, with the following insurance requirements:

Minimum limits required:

General Liability:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$5,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per location

Coverage must be on Occurrence form. "Claims Made" is not acceptable.

Additional Insured Entities:

Lessor and related entities and their respective officers, directors and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 11 01 96 Additional Insured-
Managers or Lessors of Premises

No other form is acceptable.

Auto Liability:

Combined Single Limit
Includes Owned, Non-Owned & Hired Autos

ISO form CA 00 01 or equivalent

\$1,000,000

Workers Compensation:

Employers Liability Limits

Statutory Benefits for All Employees

Each Accident

\$1,000,000

By Disease - Policy Limit

\$1,000,000

By Disease - Each Employee

\$1,000,000

Waiver of Subrogation endorsement in favor of Lessor and related entities and their respective officers, directors and employees.

Umbrella: Coverage to be as broad as primary including
Additional Insured's as required hereunder
Each Occurrence and in the Aggregate \$1,000,000
Providing Coverage in Excess of:
General Liability
Auto Liability
Employers Liability
Liquor Law Liability (if applicable)

Lessee's Property Insurance Under no circumstances will Lessor be liable for any loss or damage to any property.

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted to do business in the State where the contract is to be performed.
2. All coverage required in this contract must be primary and non-contributory to any insurance maintained by Lessor. "Primary and non-contributory" in this clause means that Lessee's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Lessor without seeking contribution from other insurance carried by Lessor and related entities and their respective officers, directors and employees.
3. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Lessor. Should Lessor agree to a deductible or self-insured retention, Lessee agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance.
4. Each policy must be endorsed to require at least 30 days notice of cancellation (10 days for non-payment of premium) to Lessor. If, after reasonable effort, Lessee is unable to secure such endorsement, Lessee must provide Lessor written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
5. Lessee waives all rights against Lessor to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
6. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
7. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed to be sufficient cause for termination of this contract for default.
8. Lessee's liability shall not be limited to the limits of any required insurance.
9. Lessor shall not be liable for payment of any premiums under any required policies of insurance.
10. Lessor reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.

11. All subcontractors will be required to comply with the above requirements as well. However, limits required may be lower at the discretion of the Lessee.
12. Lessee shall give prompt notice to Lessor in the event of any accident or occurrence on the premises or related in any way to this contract
13. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.
14. DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE OPERATION OF THE UAS ON OR ABOVE COLLEGE PROPERTY AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED
 - a. Certificates of Insurance evidencing requirements above
 - b. Copy of Additional Insured endorsement
 - c. Copy of Waiver of Subrogation endorsement on Workers Compensation policy