

UNMANNED AIRCRAFT OPERATIONS AGREEMENT

This Unmanned Aircraft Operations Agreement (the "Agreement") is made and entered into on the date fully executed below by and between The Florida International University Board of Trustees (together with its affiliates, "FIU") and _____ (the "Operator") with regard to the use of an unmanned aircraft system ("UAS") as described herein.

In consideration of the mutual promises and benefits herein, FIU and Operator hereby agree to the following terms and conditions:

1. **Purpose and Term.** FIU has approved Operator's use of the UAS on the following date: _____, between the hours of _____ and _____, at the following location: _____, for the sole purpose of _____. The mobile number of the remote pilot in command that will be operating the UAS is: _____.

2. **Responsibility of Operator.** Operator, its employees, contractors, agents, representatives, and invitees shall comply with each of the following terms and conditions related to utilizing a UAS on FIU property: (a) the UAS must be registered with the Federal Aviation Administration ("FAA"); (b) **all operations of UAS must comply at all times with all local, state and federal laws and regulations, including, without limitation, the FAA's Small UAS Rule (Part 107), and Operator is solely responsible to ensure compliance with all relevant laws and regulations;** (c) prior to the flight(s), Operator shall provide evidence that minimum FAA pilot certification requirements have been met; (d) Operator shall operate the UAS only on public areas of FIU property in the location(s) set forth above and in no other areas without the prior written consent of FIU, which consent may be withheld in FIU's sole discretion; (e) Operator is responsible for, and shall obtain at its sole expense prior to the flight(s), all authorizations, permits and licenses which are required by local, state and federal laws and regulations for the operation of the UAS, including, without limitation, any prior authorizations that may be required from the FAA; (f) Operator is hereby notified that (i) FIU's Modesto Maidique Campus and Engineering School Campus are located less than 5 miles from the Miami International Airport and are entirely within the Class B Surface Area requiring FAA authorization to fly, and (ii) Miami-Dade County ordinances may prohibit ground operations within Miami-Dade County parks; and Operator shall be solely responsible for obtaining all applicable authorizations, permits and approvals; (g) Operator is responsible for the proper use and care of any FIU property, and Operator will be liable for the repair and/or replacement cost of any FIU property which is damaged, destroyed or lost, resulting from Operator's operation of the UAS; (h) Operator, its employees, contractors, agents, representatives, and invitees shall abide by all FIU policies, procedures, rules and regulations, including, without limitation, those related to parking, smoking and firearms and dangerous weapons (which can be viewed at <http://regulations.fiu.edu/>); (i) Operator is solely responsible for the security of all property, equipment, materials, and any other items that it brings onto any FIU location; (j) in no event shall Operator use or bring any hazardous materials, as defined by applicable laws, onto any FIU location; (k) Operator shall provide to FIU a photo of the UAS prior to any

flight, and the registration number must appear on the UAS; (l) Operator shall perform the activities contemplated under this Agreement in the least intrusive manner so as not to disturb the atmosphere of the FIU location and the educational activities therein (and if any such activities prove intrusive or disruptive, Operator shall immediately cease operations until such time that Operator can demonstrate to FIU's satisfaction that it can proceed in a manner that is not intrusive or disruptive to FIU); (m) Operator shall not conduct sales of any type on any FIU location, including, but not limited to, food, merchandise or services, unless permitted in writing by FIU; and (n) Operator agrees that there will be no pyrotechnics, stunt shots, or other dangerous or hazardous activities undertaken in or about any FIU location.

3. Intellectual Property Rights.

a. Operator shall provide FIU copies of all photographic/recorded images taken by Operator for final review by FIU.

b. Operator agrees that no filming or photography of students, faculty, or staff will be done without specific written releases from such persons. Operator agrees to use a form of release in substantially the form attached hereto and made a part hereof as Exhibit "A" to this Agreement. To the extent applicable, Operator represents and warrants that it has or will obtain all required releases and agrees to indemnify FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees (which indemnification shall survive the termination of this Agreement). Without limiting the foregoing, Operator further acknowledges, warrants and represents that no FIU student, faculty or staff filmed or photographed, as contemplated herein, shall be filmed or photographed wearing FIU gear or any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU unless otherwise authorized in writing by FIU.

c. FIU agrees to provide Operator with a limited, non-exclusive license to use the photographic images taken by Operator (the "FIU Intellectual Property") solely for the limited purpose of the filming expressly identified under this Agreement, subject to the subsection below and provided that the product of any such filming does not include FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU (including, but not limited to, any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU on any clothing or other gear worn by individuals, if any, or on any other objects filmed as part of the filming contemplated herein). Operator agrees that all right, title, and interest in and to the FIU Intellectual Property is and shall remain the sole and exclusive property of FIU and that Operator shall acquire no rights therein by reason of this Agreement other than this limited non-exclusive license. Operator further agrees that it shall not portray or use the FIU Intellectual Property in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate the FIU Intellectual Property with content related to tobacco, alcohol, illegal drugs or sexually explicit material. Operator will not sell, display or otherwise use the FIU Intellectual Property in any manner except for the limited purpose stated herein. Additionally, Operator acknowledges, agrees and understands that this Agreement does not confer upon Operator any rights to use the name, logos, marks and/or likeness of FIU unless otherwise authorized in writing by FIU.

d. Operator acknowledges that many of the sculptures or other works of art located throughout FIU locations are on loan to FIU and understands that FIU does not hold or own any

copyrights related thereto. Operator agrees to obtain the advance written consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited on any FIU location. Operator agrees to release, indemnify, and hold harmless FIU from and against any third-party claim relating to the unauthorized use, filming, taping, recording or photographing of any work of art located on any FIU location (which release, indemnification and hold harmless shall survive the termination of this Agreement).

4. **Indemnification.** Operator shall indemnify, defend and hold harmless the State of Florida, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, employees, contractors, and other representatives (collectively “Indemnitees”) from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses (including death), liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs at all tribunal levels) arising directly or indirectly from: (a) the presence of Operator or any person claiming under Operator in the FIU location; (b) any activity, work, or thing done or permitted by Operator in the FIU location; (c) any acts, omissions, or negligence of Operator or any person claiming under Operator; (d) any breach, violation, or nonperformance by Operator or any person claiming under Operator of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; (e) any injury or damage to the person, property, or business of Operator or any person claiming under Operator present in the FIU location under the express or implied invitation of Operator; and/or (f) Operator’s operation of the UAS pursuant to this Agreement or any of the results therefrom.

Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Indemnitees as are provided for by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

This Section shall survive the termination of this Agreement.

5. **Termination.** FIU has the express right to immediately terminate this Agreement with no notice if Operator is found to be in breach of this Agreement or is otherwise out of compliance with applicable law, rules, regulations, or any FIU policy.

6. **Insurance.** Throughout the term of this Agreement, Operator shall maintain, at its sole expense, the following minimum insurance coverage: (i) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence (including “advertising & personal injury” with a minimum limit of \$1,000,000), (ii) aviation liability insurance on a UAS policy form (“drone liability insurance”) with minimum limits of \$1,000,000 per occurrence, and (iii) workers compensation insurance as required by all applicable workers compensation laws and employer’s liability insurance with minimum limits of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of FIU. **The certificate of insurance shall indicate that all liability policies carry endorsements naming Florida International University, The State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, and employees as additional insureds.** Operator’s policy shall be primary and shall be issued in a form acceptable to FIU. Any insurance carried by FIU shall be non-contributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without

notification to FIU at least thirty (30) days prior to the effective date of cancellation. Operator shall furnish to FIU proof of coverage no less than seven (7) days prior to the first flight.

Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of Operator to pay such deductible or self-insured retention. FIU, upon request, reserves the right to obtain a copy of the policies required above at any time prior to, during and after the term of this Agreement. The absence of a demand for any type of insurance certificates or policy shall not be construed as a waiver of Operator’s obligations to carry and maintain the appropriate insurances at limits that are appropriate to the liability exposure associated with the Agreement, and to ensure that its agents/subcontractors maintain appropriate insurance at all times. Operator shall assume all risk and responsibility for the actions of its contractors/subcontractors/agents/representatives on the FIU location. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover Operator liability. FIU, upon request, reserves the right to obtain a copy of the policies requested above.

7. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

8. **Amendment.** This Agreement constitutes the entire understanding between Operator and FIU with respect to the subject matter hereof and may not be amended except by a written amendment duly executed by the parties.

9. **Miscellaneous.** If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable. This Agreement is governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement. This Agreement does not and is not intended to confer any rights or remedies upon any person other than FIU and Operator. Each of the parties represents and warrants that (1) the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement; and (2) this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms. Operator represents that it has no employee who has, or whose relative has, a relationship with FIU, in a manner that will violate the Code of Ethics for Public Officers and Employees, including, but not limited to, Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6), thereof, by reason of Operator entering into this Agreement.

10. **Notices.** Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent (i) to the following address if such notice is

operational in nature: _____,
or (ii) to Office of General Counsel, 11200 S.W. 8th Street, PC 511, Miami, Florida 33199 if such notice is legal in nature, as applicable, by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) hand delivery, or (d) via email transmission with confirmed receipt (to the following email address if the notice is operational in nature: _____ or to generalc@fiu.edu if the notice is legal in nature). Notices shall be deemed received upon delivery by commercial overnight or courier service or hand delivery, refusal of delivery, 5 business days after being deposited in the United States mail, return receipt requested, or confirmation of receipt of an email transmission, as applicable.

[SIGNATURE PAGE FOLLOWS]

The parties execute this Agreement as of the date written below each signature block.

OPERATOR:

By: _____

Name: _____

Title: _____

Date: _____

FIU:

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

Photographic/Film Consent & Release Form

I hereby give my consent to _____ and The Florida International University Board of Trustees ("FIU"):

(a) to record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my name in connection with these recordings; and

(b) to use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe (including, but not limited to, print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that FIU, and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use.

I hereby release _____ and FIU from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may hereafter have from liability for any violation of any personal or proprietary right I may have in connection with such use of my likeness, voice, or name in any medium, and expressly waive any rights to privacy I may have under the Family Educational Rights and Privacy Act ("FERPA") and/or §1002.22, Fla. Stat. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU and those acting pursuant to its authority.

I have read and fully understand the terms of this release.

Signed _____

Date _____

Name _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Youth under 18 must have parental signature.