



1. DEFINITIONS.

- 1.1 "Aircraft" means a device that is used or intended to be used for flight in the air.
- 1.2 "FAA" means the Federal Aviation Administration.
- 1.3 "Operator" means the individual or entity operating a UAS on University Premises.
- 1.4 "Terms" means these WSU Terms and Conditions for Operation of Unmanned Aircraft Systems.
- 1.5 "University Premises" means WSU owned land, buildings and vehicles; buildings and land leased by WSI from an affiliated corporation or a third party; and any other property controlled by the WSU. University Premises may change from time to time, but they are designated annually in WSU's [Annual Security Report](#) and on the [Clergy web page](#).
- 1.6 "University UAS Policy" means Policy 11.03 / Unmanned Aircraft Systems, available at https://www.wichita.edu/about/policy/ch_11/c_h11_03.php.
- 1.7 "Unmanned Aircraft System" or "UAS" means any Aircraft and accompanying systems (including communication links and the components that control the UAS) that are operated without the possibility of human intervention from within or on the Aircraft.
- 1.8 "Website" means the WSU website, available at <https://www.wichita.edu/administration/generalcounsel/contracts.php#standard-terms-conditions>.
- 1.9 "WSU" means Wichita State University and any affiliates, subsidiaries, successors or assigns thereof.

2. APPLICABILITY OF TERMS.

These Terms apply to the operation of UAS on University Premises. These Terms are available for download on the Website. WSU may change these Terms at any time in its sole discretion. Such changes shall be effective upon posting of such updates on the Website. Operator is responsible for periodically visiting the Website to review changes to these Terms.

3. PERMITTED USE.

Operator agrees that all flight operations from the beginning of setup through clean up, shall take place only in the location(s), date(s), time(s), and for the sole purposes set forth on the Unmanned Aircraft Operator Questionnaire (the "Activity").

4. RESPONSIBILITIES OF OPERATOR.

Operator shall review and agrees to abide by the University UAS Policy, including, but not limited to, the requirement to operate any UAS in compliance with local, state, or federal laws, including FAA regulations and guidelines.

5. PROHIBITION OF MONITORING, RECORDING, OR PHOTOGRAPHING.

No monitoring, recording, or photographing of spaces where an individual has a reasonable expectation of privacy. These areas include, but are not limited to, restrooms, residential rooms, changing or dressing rooms, and health treatment rooms.

6. INSURANCE.

- 6.1 Operator will provide a certificate of insurance evidencing insurance which meets the following requirements: (a) Occurrence-based UAS Liability insurance with a minimum of \$1,000,000 in coverage per occurrence; and (b) General Liability insurance with a minimum of \$1,000,000 in coverage per occurrence and \$3,000,000 in coverage in the aggregate.
- 6.2 Such policies shall: (i) name WSU as an additional insured, (ii) include coverage for personal injury; and (iii) be primary, non-contributory, and contain waiver of subrogation language.
- 6.3 Operator will provide WSU with a minimum of 30 days' notice prior to cancellation of such policies.
- 6.4 WSU makes no representation or warranty that the insurance set forth in this section will be sufficient to protect Operator's interest; these insurance requirements are minimum requirements only.
- 6.5 Operator shall assess its own risk, and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.
- 6.6 The insurance coverage and amounts to be maintained in this section are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Seller.

7. INDEMNIFICATION AND HOLD HARMLESS.

Operator shall defend, indemnify and hold harmless WSU, its officers, agents, employees and/or assigns, from any and all claims, demands, actions and causes of action against WSU, whether groundless or not, in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of Operator's presence on University Premises and/or Operator's operation of the UAS pursuant to these Terms or any of the results therefrom. This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred in connection with the defense of any and all such claims, demands, actions, or causes of action and shall survive the expiration or earlier termination these Terms.

8. ABANDONED PROPERTY.

Any of Operator's property left on University Premises, after a period of ten (10) days from end of the Activity, be deemed abandoned and shall become the property of WSU to be disposed of or utilized at WSU's sole



discretion. Operator shall be responsible for any disposal costs incurred by WSU.

9. NOTICES.

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either Party to the other shall be **IN WRITING** and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one Party to the other:

If to Operator: at the address identified on the Unmanned Aircraft Operator Questionnaire

If to Wichita State University:
Attn: General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260-0205
gc.contracts@wichita.edu

10. CAPTIONS.

The captions and headings in these Terms are for reference only and do not define, describe, extend or limit the scope or intent of these Terms.

11. SEVERABILITY.

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of these Terms shall not be affected, and each provision of these Terms shall be enforced to the fullest extent permitted by law.

12. TERMINATION.

WSU has the express right to immediately terminate this Agreement with no notice if Operator is found to be in breach of these Terms or is otherwise out of compliance with applicable law, rules, regulations, or any University policy, including but not limited to the University UAS Policy. Either party may terminate upon written notice to the other.

13. ASSIGNMENT.

These Terms are non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void; provided, however that these Terms and all rights, privileges, and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and WSU supporting organizations.

14. GOVERNING LAW AND FORUM.

These Terms shall be governed by the laws of the State of Kansas and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Sedgwick County, Kansas.

15. ENTIRE AGREEMENT.

These Terms (including all documents attached or referenced) constitute the entire understanding between Operator and WSU with respect to the subject matter hereof and may not be amended except by an agreement signed by Operator and an authorized representative of WSU.