



**Insurance Requirements  
Unmanned Aerial Systems (UAS)/Unmanned Aerial Vehicles (UAV)**

Vendors and individuals wishing to operate a UAS on TAMU property or on behalf of TAMU shall obtain and maintain the minimum insurance coverage set forth below. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU. By requiring such minimum insurance, TAMU shall not be deemed or construed to have assessed the risk that may be applicable to the vendor or individual under this Agreement. Vendors and individuals shall assess their own risks and, if deemed appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendors and individuals are not relieved of any liability or other obligations assumed by reason of a failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU at least ten days before the effective date of the cancellation.

<b>Vendor UAS Operator Insurance Requirements</b>
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<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker’s Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

<b>B. <u>Automobile Liability</u></b>	
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.	
<b>C. <u>Commercial General Liability</u></b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Vendor’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

<b>D. <u>Aviation Liability</u></b>	
Aviation Liability Insurance covering all owned, non-owned or hired aircraft, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.	

### **Additional Endorsements**

The Auto, Aviation, and Commercial General Liability Policies shall name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Vendor.

Commercial General Liability, Aviation Liability, and Business Auto Liability policies will be endorsed to provide primary and non-contributory coverage.

The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University.

No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

- E. Vendor will deliver to Texas A&M University evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by Vendor under this Agreement. Vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

<b>Individual UAS Operator Insurance Requirements</b>
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### **Aviation Liability**

Aviation Liability Insurance covering all owned, non-owned or hired aircraft, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

The Aviation Policy shall name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M University as Additional Insureds up to the actual policy limits.