

### UAS FLIGHT AUTHORIZATION APPLICATION PROCESS

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# OVERVIEW

- SYSTEM REGULATION REQUIREMENTS
- AGENCY APPROVAL PROCESS
- TAMUS UAS FLIGHT AUTHORIZATION APPLICATION

### SYSTEM REGULATION REQUIREMENTS

- REGISTER UAS WITH FAA
- REQUIRE ALL OPERATORS TO HAVE A CONTINGENCY MANAGEMENT AND MISHAP RESPONSE PLAN THAT INCLUDES
  - LOSS OF CONTROL OR CONNECTION TO UNMANNED AIRCRAFT, INCLUDING LOSS OF CONTROL LINK, LOSS OF GPS AND LOSS OF POWER
  - ACTIONS ON SIGHTING OF A PILOTED AIRCRAFT
  - ACTIONS UPON A CRASH OF UNMANNED AIRCRAFT
- PLACE UAS ON INVENTORY REGARDLESS OF DOLLAR AMOUNT
- PROVIDE MAINTENACE RECORDS
- RECEIVE APPROVAL FROM CEO OR DESIGNEE BEFORE FILLING FOR PUBLIC COA OR PART 107 COW
- REQUIRE OPERATORS WHO FLY OVER MEMBER PROPERTY TO NOTIFY THE MEMBER'S RESPECTIVE POLICE DEPARTMENT







# UAS Approval Process Texas A&M AgriLife-Off Campus Research, Extension & TVMDL

Texas A&M AgriLife has established a Supervising Authority to review and approve UAS flights that occur by employees outside of Brazos County excluding the Brazos Bottom Farm. This approval process applies to agency employees, vendors, visitors and students operating UAS on any property owned or leased by the agency, or employees operating UAS on property not owned or leased by the agency as part of their employment.

There are three ways to fly UAS at Texas A&M AgriLife Research, Extension or TVMDL facilities:

- In accordance with an FAA-issued Public COA.
- In accordance with FAA Part 107 rules.
- 3. For educational purposes







Hobbyists are not allowed to fly UAS on Texas A&M AgriLife Research, Extension or TVMDL property.

(Exemptions for educational or demonstration purposes upon request may be granted)

#### To fly UAS in accordance with an FAA-issued Public COA or in accordance with FAA Part 107 rules:

- 1. Submit your application to the Texas A&M AgriLife Supervising Authority through the following link: <a href="https://www.tamus.edu/business/risk-management/uas/uas-application/">https://www.tamus.edu/business/risk-management/uas/uas-application/</a>. Applications should be submitted a minimum of 15 business days before desired flight.
- 2. Attach all requested documentation to ensure delays are avoided.
- 3. Completed on-line applications will be reviewed by the Supervising Authority; any questions will be directed to the individual who completed the application.



4. The Supervising Authority reserves the right to cancel or re-schedule any approved UAS usage, if doing so is in the best interest of the agency. Note: If an accident occurs during flight, the remote pilot in command (RPIC) is responsible for submitting an accident report to the Texas A&M AgriLife Supervising Authority within 48 hours. This report will be retained with the original application and associated documents.



To fly a UAS for educational/demonstration purposes:

- 1. Submit the following information to Risk and Compliance through email at <u>uas@ag.tamu.edu</u>:
  - a. Name of Center or Department
  - b. Name and contact information of AgriLife employee responsible for the demonstration or educational lesson
  - c. Description of UAS to be flown
  - d. Registration number of UAS to be flown
  - e. Area requested for flight
  - Description of activities related to UAS flight. Note that educational/demonstration use of UAS only allows the visitors to fly the UAS; employee's role must be incidental and secondary to the visitor's (e.g., regain control in the event the visitor begins to lose control, terminate the flight, etc.)



#### Summary of Responsibilities.

- 1. The Remote Pilot in Command (RPIC) is responsible for all components associated with safe flight of the UAS and compliance with applicable FAA rules and regulations.
- 2. <u>Damage.</u> The applicant granted approval for use is responsible for any damage resulting from the use of UAS on AgriLife property. If the applicant is an AgriLife employee/department, using a third-party contractor to operate UAS, liability for damage must be otherwise assigned contractually to this third party. See insurance requirements below.
- 3. <u>Accident.</u> The RPIC must submit an Accident Report to the Supervising Authority within 48 hours of any accident that occurs during an approved flight.



#### Summary of Requirements:

 Insurance. The insurance requirements associated with use of UAS on AgriLife property will be determined by University Risk Management, in consultation with A&M System Risk Management.

#### For insurance requirements refer to System Regulation 24.01.07.3.6

2. <u>Registration.</u> All AgriLife-owned or acquired UAS must be properly registered in accordance with FAA requirements. Use the FAA's Web site to register UAS: <a href="https://registermyuas.faa.gov/">https://registermyuas.faa.gov/</a>. Additionally, all UAS must be placed on inventory and have an asset number assigned.

For definitions related to the UAS Program, refer to System Regulation 24.01.07.



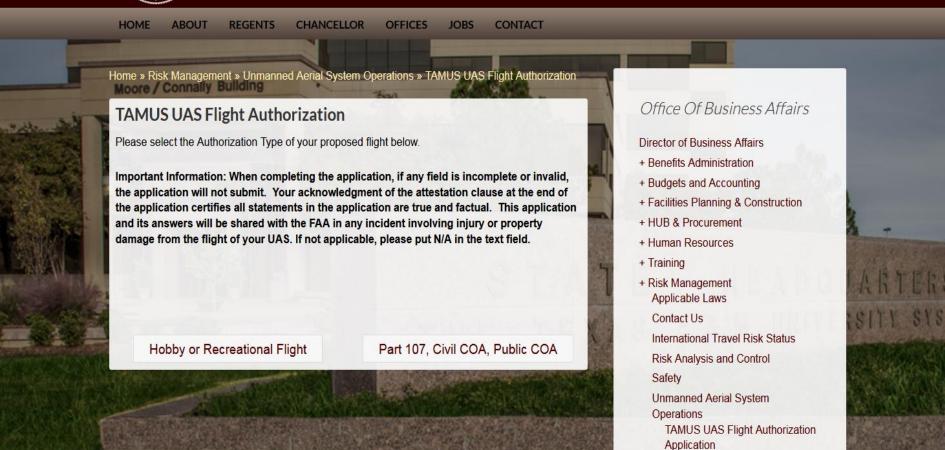


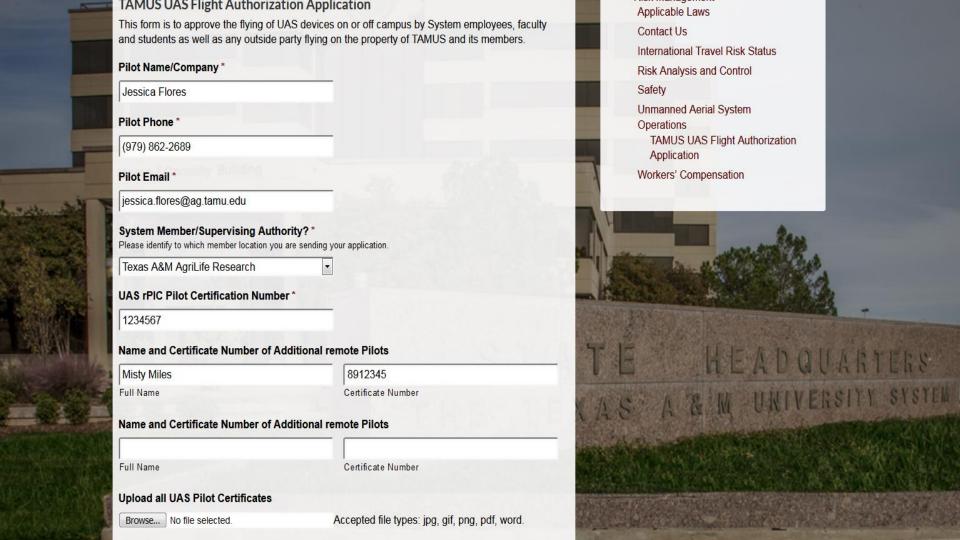


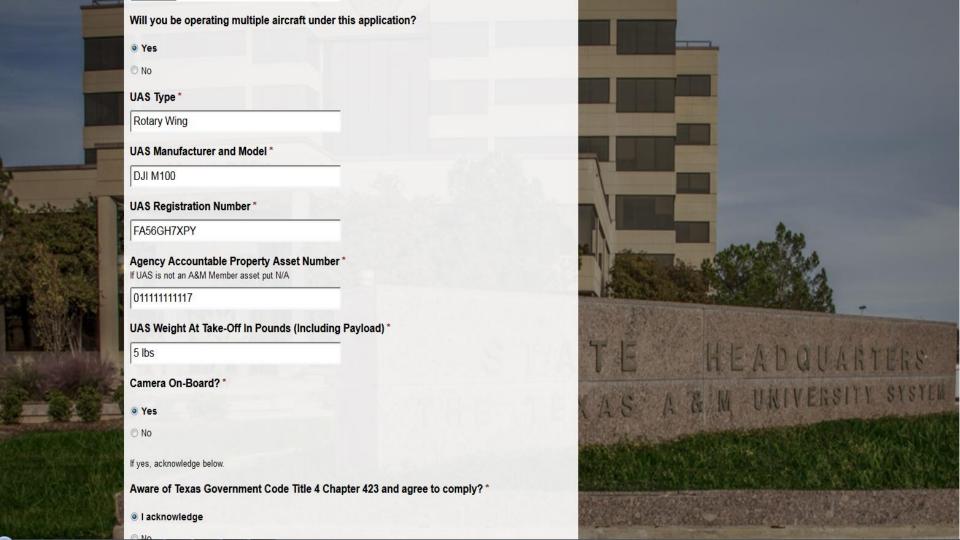


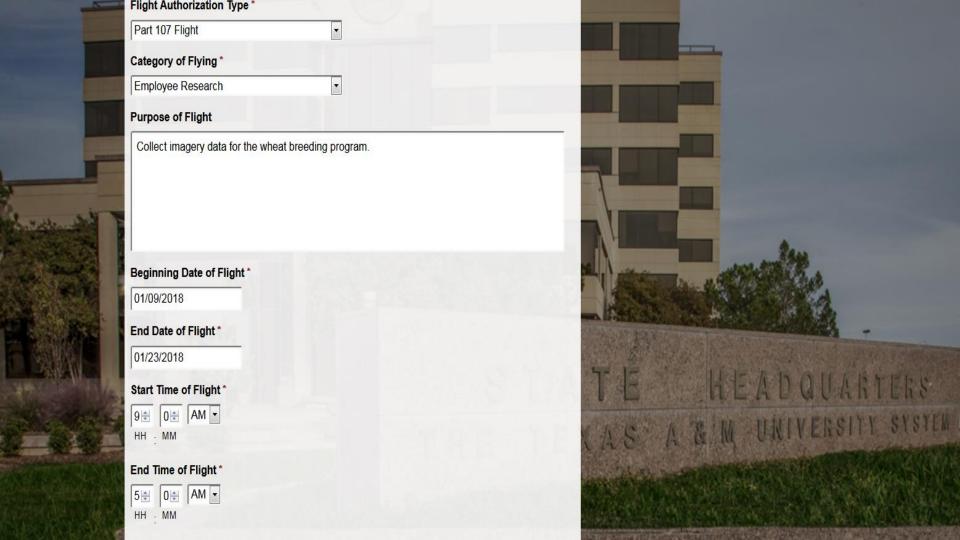


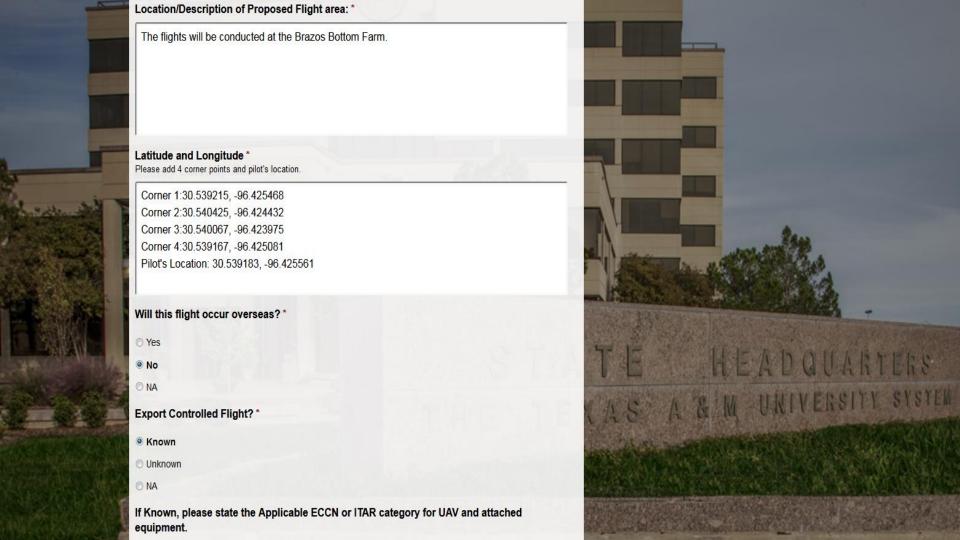


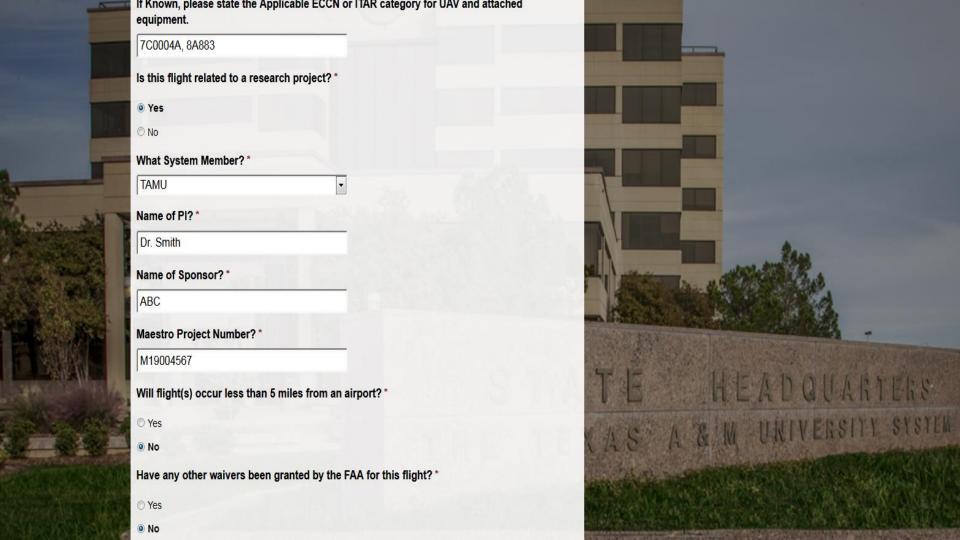


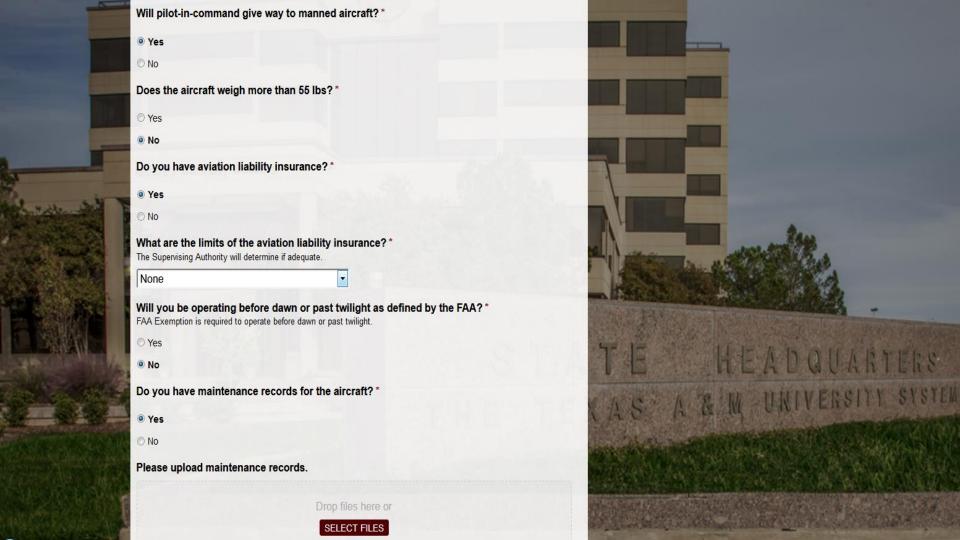


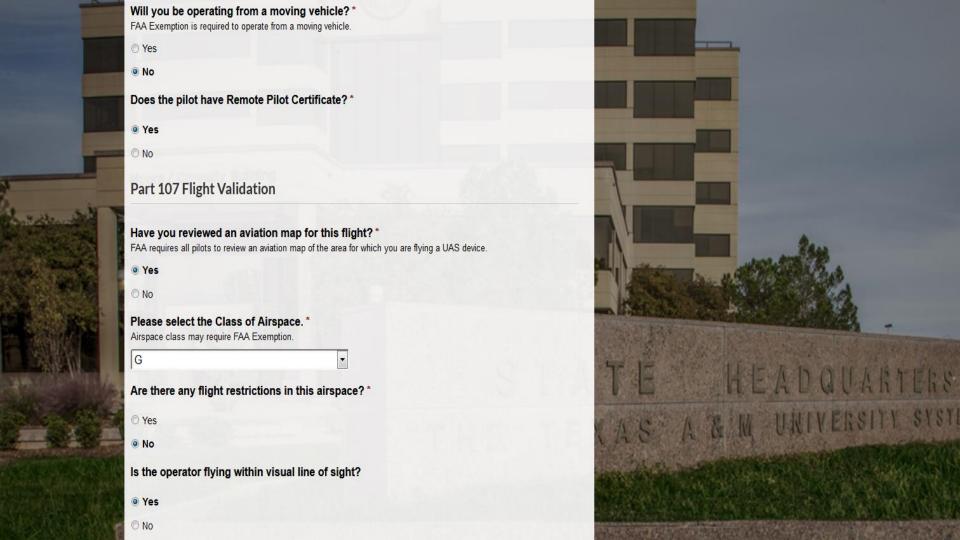


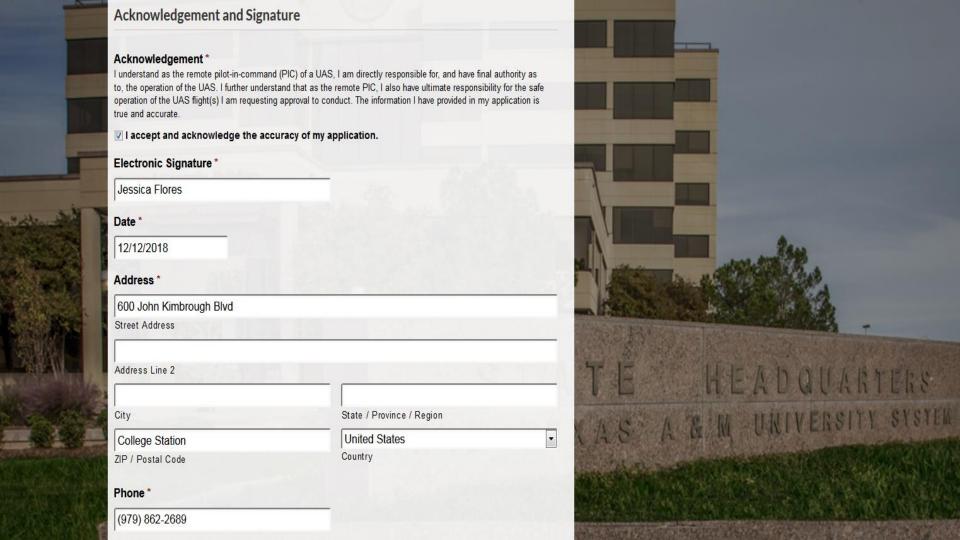


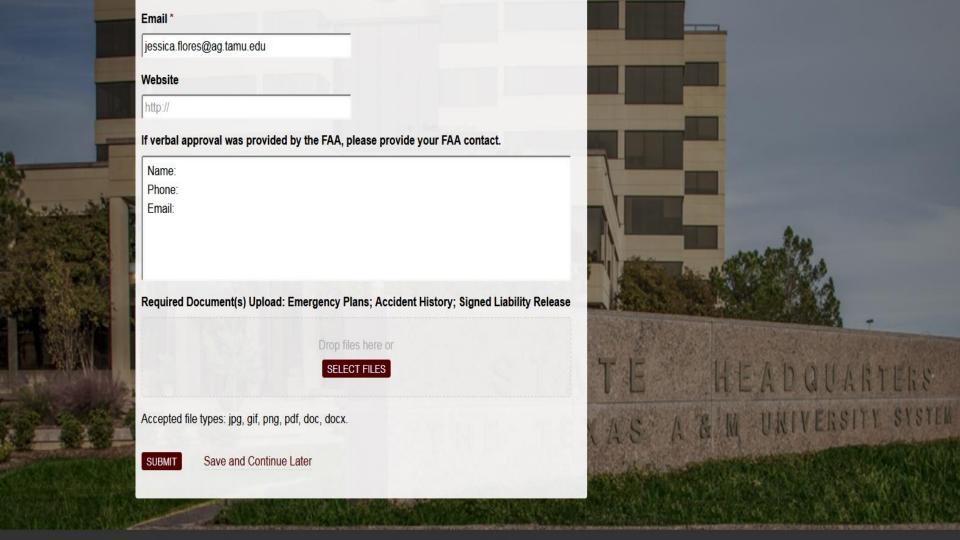












# SUPPORTING DOCUMENTS

- FAA PART 107 PILOT LICENSE
- FAA UAV REGISTRATION
- CONTINGENCY MANGEMENT & MISHAP REPONSE PLAN
- REPORTABLE ACCIDENT
- SYSTEM RISK MATRIX
- MAINTENANCE RECORDS

#### UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION . FEDERAL AVIATION ADMINISTRATION

IV NAME

XXXXXXXXXXX

V ADDRESS XXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXX



VI NATIONALITY USA IVa D.O.B. XXXXXXXXX

SEX HEIGHT WEIGHT HAIR **EYES** XX XXX XXXXX XXXXX IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

**II REMOTE PILOT** 

III CERTIFICATE NUMBER

X DATE OF ISSUE

XXXXXXX XXXXXXX



XIV

VIII

**ADMINISTRATOR** 





Small UAS Certificate of Registration

CERTIFICATE HOLDER:

UAS CERTIFICATE NUMBER:

ISSUED: 12/21/2015 EXPIRES: 12/21/2018 For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.

For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.

#### Safety guidelines for flying your unmanned aircraft:

- . Fly below 400 feet
- · Never fly near other alroraft
- sight
- Keep away from emergency responders
- · Never fly over stadiums, sports events or groups of people
- Keep your UAS within visual line of
   Never fly under the influence of drugs or alcohol
  - · Never fly within 5 miles of an airport without first contacting air traffic control and airport authorities

# CONTINGENCY MANAGEMENT & MISHAP RESPONSE PLAN

- LOSS OF CONTROL OR CONNCECTION TO THE UNMANNED AIRCRAFT, INCLUDING LOSS OF CONTROL LINK, LOSS OF GPS AND LOSS OF POWER
  - CONTACT AIR TRAFFIC CONTROL AND NOTIFY AREA PILOTS THAT MAY ENCOUNTER THE UAS. FOLLOW UAS AT SAFE DISTANCE TO RETRIEVE IT.
- ACTIONS ON SIGHTING OF A PILOTED AIRCRAFT
  - ABORT THE MISSION, IMMEDITAELY TAKE MANUAL CONTROL OVER THE UAS AND BRING IT TO THE GROUND IN A CONTROLLED MANNER.
- ACTIONS UPON A CRASH OF THE UNMANNED AIRCRAFT
  - DETERMINE ANY DAMAGE TO UAS, PERSONNEL AND PROPERTY. IF ABOVE \$500 CONTACT FAA AND AGRILIFE SUPERVISING AUTHORITY.

## REPORTABLE ACCIDENT REPORT

12/11/18

I certify that as of 11 December 2018 we have not had any FAA-reportable accidents with our DJI M100 rotary wing (FAA # FA56GH7XPY) under Part 107 small UAS regulations.

Jessica Flores 979-862-2689 Jessica.flores@ag.tamu.edu

#### The Texas A&M University System Risk Management and Insurance Matrix

Exposure To Be Reviewed: weekly RGB and multispectral imagey of wheat breeding nurseries

Instructions: Step 1-List all event activities and be as inclusive as possible. Step 2-Completey identify risks associated with each activity. Step 3- Use the matrix below to assess your activities. Tally the seriousness and probability scores for evaluation. Step 4- Brainstorm methods to manage risks. Reduce the probability of something going wrong. Step 5- Submit Risk Management and Insurance Matrix Form with a Risk Assessment Form to System Risk Management for further review by email to RMS-Insurance@ttamu.edu or by faxing to 979-458-6247.

\*Please feel free to contact System Risk Management 979-458-6330 for assistance in the risk assessment process and completion of this tool

List of Activities To Occur	Associated Risks*	Seriousness	Probability	Method to Manage Risks**
UAV flight	Injury	3	D	Stay away from UAV
UAV flight	Aircraft incursion	2	D	Notify Hereford Municipal Airport; s
UAV flight	Cut	3	D	Stay away from UAV
UAV flight	Scrape or bruise	4	D	Stay away from UAV
Driving to site	Collision	3	D	Drive safely, check blind spots

Possible risks include: medical emergencies, food poisoning/allergic reactions, damage to member reputation, accidents, injuries, and/or death

#### Seriousness

- 1- May Result in Death
- 2- May cause severe injury, major property damage, significant financial loss, and/or result in negative publicity for the member institution or group.
- 3- May cause minor injury, illness, property damage, financial loss and/or result in negative publicity for the member institution or group
- 4- Hazard presents a minimal threat to safety, health and well-being of participants

	Probability				
Seriousness	A	В	C	D	
I					
II					
III					
IV					

If any activity score is within the red or yellow, System Risk Management highly recommends you forward the Matrix to their attention for further discussion. Although insurance procurement may not be the answer, discussions should occur regarding self-retention so all parties are aware of the risks associated with the activity.

#### Probability

- A- Likely to occur immediately or in a short period of time; expected to occur frequently
- B- Probably will come in time. With enough time and activity; it is likely to occur over the life of the event
- C- May occur in time. Probability of occurrence is lower and there is an equal chance of it occurring vs. not.
- D- Unlikely to occur at any point during the event

Form Updated 01/14/2016

<sup>\*\*</sup>Methods to manage risk may include: arranging for security, traveling with an advisor, rotating drivers, proper facility inspections, waiver forms etc

# THIRD PARTY VENDOR, CONTRACTOR OR HOBBYIST REQUIREMENTS

- PROOF OF INSURANCE
- LIABILTY WAIVER
- CONTRACT

## AVIATION LABILITY INSURANCE



### APPLICATION FOR HULL AND LIABILITY INSURANCE UNMANNED AIRCRAFT SYSTEMS OPERATING LINE OF SIGHT AND BELOW 400 FEET ALTITUDE

CHECK WHICH IS DESIRED: NEW INSURANCE POLICY RENEWAL POLICY

NAME OF APPLICANT (Including D/B/A's And Holding Companies):

BUSINESS OR OCCUPATION OF APPLICANT:

ADDRESS:

COMPANY WEBSITE:

APPLICANT IS:   INDIVIDUAL(S)	□ CORPO	DRATION	LLC 🗆	PARTNER	SHIP DUBLICEN	TITY 🗆 OT	HER	
INSURANCE IS REQUESTED FROM 12:01 A.M . TO 12:01 A.M. (local time at address of applicant)								
ishility Coverage								
Liability Coverage LIMITS OF INSURANCE					EACH OCCURRENCE LIMIT			
Single Limit Bodily Injury and Property Damage Liability:					s			
Other Liability – Please state:					\$			
Physical Damage Coverage								
UAS Year, Make and Model	New / Used	UAS Registration/ Serial Number		Insured alue	Location usually stored	Estimated annual flight hours	Is War Risk Coverage required?	
	new used		\$				Yes No	
	new used		\$				Yes No	
	L used							
Operations								
Geographic area(s) of operation (please list):				Maximum altitude you intend to operate:				
Will the UAS operate under an FAA Section 333 exemption? Tes No				Will the UAS operate under an FAA approved COA? ☐ Yes ☐ No				
Operating Environment (Please list the percentage next to each. Should total 100%):								
Urban Semi-Urb	Urban Seml-Urban Industrial Rural Over Water Over Desert						rt	
Operating Entity: CNI Government Military (non-combat) Flight Conditions: Night IFR Low Level								
Describe all intended uses of the UAS	?							
Any operations over public or private e	vents? 🗌 Ye	s 🗌 No If"Y	'es," pleas	e describe.				
Do you utilize a Standard Operating Pr	rocedure manu	ıal? □ Yes □ !	No					
1-4-11-11-44								
List all pilots who operate the applicant's UAS, both employed and contract:  Name  Hours Flown and Type UAS Flown  Please describe any Formal UAS training or relevant experience.								
Name	mours Flown 8	nd Type UAS FI	own	Flease des	scribe any Formai OAS t	raining or reies	ant experience.	
Please list pilot certificate and ratings currently held if any:			Cla	Class of medical certificate held if any:				



#### Hold Harmless Agreement

In consideration of [Member] permitting [Vendor] to come onto [Member]'s property to provide certain services, [Vendor] agrees to hold [Member] and The Texas A&M University System, its Board of Regents, officers, employees, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from that work on [Member]'s property and which may result in any injury to a worker employed by [Vendor].

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates.

Signature:

Vendor Name:
Printed Name of Person Signing:
Title:
Date:
Alternate 2:
WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM
1. EXCULTATORY CLAUSE. In consideration for receiving permission to participate in the activity of
2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this Activity, including but not limited to:
3. INSURANCE. My employer shall carry appropriate General Liability and Workers' Compensation Insurance.
4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to release, waive, discharge, and covenant not to sue, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES, except as may arise from an independent duty. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS. CONSIDER CONSULTING YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.
SIGNED this day of
Participant Signature:

# CONTRACT

# OPERATION OF A UAS BY A THIRD PARTY OR HOBBYIST OVER MEMBER PROPERTY MUST BE UNDER CONTRACT WHICH

- A) HOLDS THE MEMBER HARMLESS FROM ANY RESULTING CLAIMS OR HARM TO INDIVIDUALS
- B) PROVIDES THAT THE UAS OPERATOR IS RESPONSIBLE FOR DAMAGE TO MEMBER PROPERTY
- C) PROVIDES THAT THE UAS OPERATOR WILL OBTAIN INSURACE AS REQUIRED BY SYSTEM RISK MANAGEMENT

# OUESTIONS



# TEXAS A&M AGRLIFE SUPERVISING AUTHORITY CONTACT INFORMATION



TEXAS A&M
AGRILIFE
EXTENSION

JESSICA FLORES

979-862-2689

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