

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COMMUNITY COLLEGE &**

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This Memorandum of Understanding is between \_\_\_\_\_ Community College (hereinafter the “College”), located at \_\_\_\_\_, and \_\_\_\_\_, (hereinafter the “Contractor”), located at \_\_\_\_\_.

The College shall permit the Contractor to conduct a small unmanned aircraft systems program (hereinafter “drone program”) through the College’s \_\_\_\_\_ Department. The program shall be conducted on the College’s \_\_\_\_\_ campus during the \_\_\_\_\_ semester. The Contractor agrees to conduct the program in accordance with the following terms and conditions:

- Enrollment in the drone program shall be limited to \_\_\_\_\_ program participants;
- The College reserves the right to make all enrollment decisions;
- The College reserves the right to designate where and when on its property the drone program will be conducted;
- The College reserves the right to suspend or discontinue the drone program at its discretion;
- The Contractor shall confirm that all program participants possess and maintain all required state and/or federal certificates and/or licenses necessary to participate in the drone program, if any;
- The Contractor shall possess and maintain all required state and/or federal certificates and/or licenses necessary to conduct the drone program, if any;
- The Contractor and all program participants shall maintain full compliance with all applicable state and federal laws and regulations regarding the use and operation of a drone, including but not limited to 14 CFR part 107;
- Absent a waiver from the FAA, the Contractor shall not operate a drone or permit any program participant to operate a drone over any persons not directly participating in the operation, not under a covered structure, or not inside a covered stationary vehicle;
- The Contractor shall maintain liability insurance for personal injury, death, property damage and invasion of privacy in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. The College shall be identified as an additional insured on all such policies, which shall not be modified or terminated without at least fifteen (15) days prior, written notice to the College;
- The Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and the College, including its officers, employees and agents, for and against any and all claims, liabilities, damages and/or costs resulting from any and all personal injury, death, property damage and/or invasion of privacy caused or suffered in connection with the Contractor’s administration of the drone program, including but not limited to the negligent, reckless or intentional conduct of the Contractor, its agents, officers, employees, subcontractors or program participants;
- This MOU contains the entire agreement between the parties and shall be governed by the laws of the Commonwealth of Massachusetts and may be modified or amended only upon mutual, written agreement by the parties;
- If any term or provision of this document shall be held illegal or unenforceable, the remaining terms and provisions shall remain in full force and effect; and

- It is understood by the parties that the Contractor is an independent contractor with respect to the College and not an employee, agent or representative thereof.

**For \_\_\_\_\_ Community College**

**For the Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date