

## AGREEMENT FOR THE ASSUMPTION OF RESPONSIBILITY OF DRONE

This agreement is entered into by and between **Eastern Kentucky University** (hereinafter referred to as "EKU") and \_\_\_\_\_ (hereinafter referred to as "SCHOOL DISTRICT").

WHEREAS, EKU has been awarded a grant from the Kentucky Department of Education (KDE) entitled "Curriculum Development on the use of Drones in Agriculture" with an award number of PON2 540 2100000544 and a CFDA number of 84.048 (hereinafter referred to as "Grant").

WHEREAS, a SCHOOL DISTRICT teacher has participated in a workshop on providing instruction in the use of drone technology for agricultural purposes.

WHEREAS, EKU desires to transfer ownership of a new drone purchased with grant funds to SCHOOL DISTRICT for instructional use.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, EKU and SCHOOL DISTRICT agree as follows:

1. EKU shall purchase and grant to SCHOOL DISTRICT a drone, which shall be released to SCHOOL DISTRICT only following execution of this Agreement.
2. SCHOOL DISTRICT shall be responsible for registering the drone with the Federal Aviation Administration and for making any other required state or federal registration.
3. SCHOOL DISTRICT shall be responsible for compliance with all Federal Aviation Administration policies and regulations and requirements applicable to the use of the drone, including remote pilot training and certification.
4. SCHOOL DISTRICT shall purchase and maintain sufficient liability insurance coverage for all activities involving the use of the drone.
5. Beyond the five-day training offered in June 2021, EKU shall have no obligation to provide additional training or technical assistance to SCHOOL DISTRICT.
6. EKU shall have no financial or legal responsibility for costs related to SCHOOL DISTRICT registration, compliance, insurance, or liability.
7. SCHOOL DISTRICT agrees to indemnify and hold harmless EKU, its governing board, agents, and employees from any liability, loss, or damage suffered as a result of claims, demands, costs, or judgments against SCHOOL DISTRICT arising out of the activities to be carried out in connection with the use of the drone, to the extent permitted by law.
8. In the execution of this agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent entity and not an employee, agent, or joint venture of the other party.
9. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
10. This Agreement constitutes the full and complete agreement and understanding between the parties hereto with respect to its subject matter. No agreements altering or supplementing the terms hereof may be made except by means of a written amendment executed by the duly authorized representatives of the parties.
11. This agreement shall be effective as of the date executed by both parties and shall survive in perpetuity.
12. The authorized representative of each party accepts the terms and conditions of this agreement as certified by the signatures below.

### For Eastern Kentucky University

Authorized Official: Dr. Thomas M. Martin  
Title: Associate Provost

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### For School District

Authorized Official: \_\_\_\_\_  
Title: Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_