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**LOCATION FILMING AGREEMENT**

**SCHEDULE**

This **SCHEDULE**, the **TERMS AND CONDITIONS** overleaf, content-specific **INVOICE** and attached specification or document together constitute the agreement (the “Agreement”) between the Chancellor, Masters and Scholars of the University of Cambridge acting by and through the *[Faculty or Department or other University unit and full postal address]*

(the “University”) and the Licensee.

**Licensee:**

**Licensee’s Address:**

**Licensee Company Number** (if applicable):

**VAT Registration Number** (if applicable)**:**

**Licensee Filming Contact Person, phone, e-mail:**

**University Location** (Location(s) or area(s) at the University and any specific rooms and/or collections and/or specific object(s) the filming is to be restricted to)**:**

**University Appointed Designated Officer, phone, e-mail:**

**Production** (working title of film or programme)**:**

**Filming/Recording Period** (Date/s and Time/s)**:**

**Location Fee (excluding VAT):**

**Run on or equipment, crew or material remaining at the University Location after the Filming/Recording Period will incur additional Location Fee costs at:**

£250 per hour

**Notification Date (the date by which details of the Licensee’s Public Liability Insurance need to be with the University)** (*See* **TERMS AND CONDITIONS2. Prior Information Required**:

7 working days prior to Filming/Recording Period

**UNIVERSITY OF CAMBRIDGE LOCATION FILMING AGREEMENT**

**TERMS AND CONDITIONS**

**1. Permission to Film**

* 1. Subject to the terms of this Agreement and in consideration of the Location Fee and/or other valuable consideration The Chancellor, Masters and Scholars of the University of Cambridge acting by and through the *[Faculty or Department or other University unit and full postal address]* (the ”University”) grants permission to the Licensee and persons authorised by the Licensee to enter upon the University premises and the University Location and to video/film and/or make sound recordings at the University Location (“Filming/Recording”) for the duration of the Filming/Recording Period for the purpose of inclusion of the Filming/Recording in the Production but not otherwise (“Recordings for the Production”).
	2. Any further filming/recording or use of the University Location on any dates or times other than the Filming/Recording Period shall also be subject to the terms of this Agreement.

**2. Prior Information Required**

2.1 No later than the Notification Date before the start of the Filming/Recording Period the Licensee shall provide to the University:

* + 1. evidence of insurance cover to comply with Clause 7 of this Agreement; and
		2. a full breakdown of –
1. names of all crew authorised by the Licensee who will be assisting in the Filming/Recording at the University Location or adjacent to it;
2. equipment that will be brought into the University Location;
3. registration numbers of vehicles that may be brought to the University; and
4. power or other facility requirements.

**3. Fitness for Purpose and Conduct at the University Location**

* 1. The Licensee acknowledges that the University Location is used as a public building for the advancement of education and has not been designed or adapted for the purposes of filming or recording. No warranty is therefore provided by the University that the University or University Location where filming or recording may take place is safe, appropriate or fit for the purposes of filming or recording. The Licensee agrees to make its own investigations and satisfy itself that it can carry out the Filming/Recording and comply with its responsibilities under this Agreement without jeopardy or danger either to itself and its crew or the University.
	2. The Licensee shall ensure that persons authorised by the Licensee shall at all times:

3.2.1 follow promptly and courteously any directions given by the University Appointed Designated Officer and other officers of the University, including but not limited to directions as to access, parking, movement of vehicles, routing of power leads and security, so as to prevent injury to University of Cambridge employees, researchers, students, agents or contractors or members of the visiting public or damage to the University Location or any part of the University, its collections or objects;

 3.2.2 wear on their person valid security identification issued by the University at all times while on the premises of the University and the University Location; and

* + 1. comply with the **FILMING REGULATIONS** in this Agreement.

**4. Location Fee**

* 1. The Location Fee is exclusive of VAT, which the Licensee shall be liable to pay as an additional amount at the rate and manner as prescribed by law. EU licensees registered for VAT are required to quote their VAT registration number.
	2. Unless otherwise agreed in writing the University shall be paid the Location Fee by the Licensee within 30 days of receipt of a payable invoice.
	3. All amounts due shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against the University in order to justify withholding payment of any such amount in whole or in part.
	4. If the Licensee fails to make any payment due to the University under this Agreement by the due date for payment, the Licensee shall pay interest on the overdue amount at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank plc, compounded monthly.
	5. If the Licensee terminates this Agreement in accordance with Clause 9.1 more than 48 hours before the hour at which the agreed Filming/Recording Period is to commence, the Licensee shall pay to the University a cancellation fee of 15 per cent of the Location Fee (net of VAT) no later than 14 days from the date of such termination. In the event that the Licensee terminates this Agreement in accordance with Clause 9.1 less than 48 hours before the hour at which the Filming/Recording Period is to commence, the Licensee shall pay the University a cancellation fee amounting to the lesser of £300 or 50 per cent of the total Location Fee payable had the Filming/Recording Period proceeded as permitted. Upon such termination and payment of the cancellation fee the Licensee shall have no further obligation to the University in respect of the Location Fee.

**5. Production Intellectual Property and University Credit Notice**

5.1 Subject to this Clause 5, the University acknowledges that the Licensee shall own all copyright and other intellectual property rights in the Recordings for the Production and the Licensee shall be entitled to assign, license and/or exploit the Recordings for the Production in the Production by any and all means and in all media as the Licensee may elect throughout the world for the full period of copyright including any renewals, reversions and extensions.

* 1. The Licensee agrees that use of the Recordings for the Production shall be restricted to the Production titled in the **SCHEDULE** to this Agreement (including publicity and promotion for that Production) and not used for any other purpose.

5.3 The Licensee acknowledges that in some instances, particularly when depicting or reproducing modern or contemporary works of art or other subject matter, there may be relevant third party copyrights or other rights belonging to an artist, an estate, an individual or a collective rights agency which need to be cleared. The Licensee undertakes to secure all necessary permissions from the owner of such rights in any University item or object to be filmed or recorded for the Recordings for the Production, and the University provides no warranty or undertaking that any such rights, releases or consents are or will be obtained.

5.4 The Licensee undertakes to secure any model releases, copyright licences or other permissions that may be necessary to permit any individuals to be filmed or recorded for the Recordings for the Production, including but not limited to University of Cambridge employees, researchers, students, agents or contractors or members of the visiting public.

5.5 The Licensee undertakes that the Production shall not contain anything which is an infringement of copyright, or which will compromise the University’s logo, marks or brand, or which is calculated to bring the University into disrepute or which is defamatory.

5.6 The Licensee shall credit the ‘University of Cambridge’ in the Production or by any other credit or title or caption agreed with the University and other rights holder/s (if applicable). Credit shall be accorded, where technically practicable, in equal prominence and comparable placement to credits accorded to licensors of other similar licensed material in similar Licensee productions.

* 1. The Licensee agrees to provide one digital copy of the finished Production to the University upon request.

**6. Licensee Making Good and Indemnity**

6.1 In exercising the rights granted to it under this Agreement the Licensee will make good, or pay the reasonable cost of making good any damage to any property of the University or University Location caused directly by the Licensee’s negligence, error or omission, provided the University notifies the Licensee promptly upon discovery of any such loss or damage. In the event that a work of art or other object or item within University museum or archival collections is damaged, lost or destroyed directly by the Licensee’s negligence, error or omission the Licensee shall pay to the University its value or, in the case of damage, an amount equivalent to its diminution in value or the cost of restoration, whichever shall be the greater.

6.2 The Licensee shall indemnify and keep the University indemnified against any liability or loss the University may suffer or incur by reason of any injury or death of any person, or damage to any property resulting directly from a negligent act, error or omission by the Licensee or by any person for whom the Licensee is responsible in connection with the use of the University or University Location under this Agreement, which shall include Licensee employees, agents, contractors, suppliers or any other person brought onto the premises of the University or the University Location by the Licensee.

6.3 The Licensee agrees to remove from any part of the University and the University Location at the end of the Filming/Recording Period all equipment used for the filming, including without limitation, generators, temporary structures and mobile facilities not supplied by the University, and all litter and waste resulting from the Filming/Recording. The Licensee accepts that if these responsibilities are not carried out to the University’s satisfaction, the equipment, litter and waste may be removed by the University and the Licensee charged all costs and expenses incurred in doing so, such costs and expenses payable on demand.

6.4 Without prejudice to any right which the Licensee may have to claim against the University, the Licensee undertakes to make no claim in connection with this Agreement or its use of the premises of the University or the University Location against any employee, officer, student, agent or appointee of the University of Cambridge other than a claim relating to fraud or wilful misconduct on the part of such employee, officer, student, agent or appointee of the University of Cambridge.

**7. Insurance**

The Licensee undertakes to maintain in force appropriate and adequate insurance effected with a reputable insurance company in the name of the Licensee to cover the liabilities of the Licensee arising or which may arise pursuant to this Agreement. Public liability insurance cover shall be to the value of not less than £5,000,000. A copy of the full statement of insurance cover must be delivered to the University on or prior to the Notification Date.

**8. University Undertaking and Limitation of Liability**

8.1 The University warrants and undertakes that it is fully entitled to enter into this Agreement on behalf of all persons having any interest in the University Location.

8.2 To the extent permitted by law, the University’s aggregate liability to the Licensee for direct loss in contract, tort or otherwise arising out of in connection with this Agreement is limited for one incident or a series of incidents to the total amount of the fees actually received by the University from the Licensee under this Agreement.

8.3 Unless expressly provided for in this Agreement, neither the Licensee nor the University shall be liable for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage arising out of or in connection with this Agreement.

**9. Termination**

9.1 The Licensee may terminate this Agreement for any reason by giving notice in writing to the University at least 14 days prior to the Filming/Recording Period whereupon the provisions of Clause 4.5 shall apply.

* 1. Either party may terminate this Agreement if the other party is in breach of its terms by giving notice in writing to the other of the breach and intention to terminate, such termination to take effect, immediately in case of a breach incapable of cure or in the case of Licensee damage to the University or University Location or any other property of the University, or, in case of a breach capable of remedy if the party given notice of the breach fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.

**10. Effect of Termination**

* 1. On termination of this Agreement, the permission and rights granted in Clause 1 cease with immediate effect.
	2. Termination of this Agreement howsoever caused shall not affect:

 10.2.1 the rights and obligations of both parties under this Agreement in the period up to termination;

* + 1. the rights and obligations of both parties under this Agreement which by their nature are due to continue beyond such termination; and/or

 10.2.3 the rights of the University to recover any monies payable pursuant to Clause 5 or otherwise.

10.3 On termination of this Agreement, the University shall be under no obligation to refund or return any payments made to the University by the Licensee.

**11. Assignment**

 The Licensee shall not be entitled to assign its rights and obligations under this Agreement without the prior written consent of the University, except in connection with the exploitation of the finished Production incorporating the Filming/Recording for the Production in accordance with the terms of this Agreement.

**12. Entire Agreement**

 Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, this Agreement (which expression includes the **SCHEDULE**, content- specific **INVOICE** and attached specification or document) shall supersede all other arrangements or agreements whether oral or in writing between the parties as to the subject matter of this Agreement. The words entered and stated alongside headings in the SCHEDULE are incorporated into this Agreement.

**13. Force Majeure**

 Neither party shall be liable for delay in performing or failure to perform obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control, including, by way of example and without limitation, fires, floods, acts of terrorism, power failures or acts of any government or authority. Such delay or failure shall not constitute a breach of this Agreement and, if it continues for more than the originally scheduled Filming/Recording Period, either party may terminate the arrangements for filming/recording at the University Location by notice in writing to the other in which event neither party shall be liable to the other by reason of such event or circumstance. Each party agrees to give the other immediate notice upon becoming aware of any such event or circumstance, such notice to contain full details of the event or circumstance.

**14. Variations**

 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**15. Severability**

If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of the Agreement which will remain in full force and effect.

**16. Waiver**

The University’s failure to exercise or enforce any rights it may have under this Agreement will not be deemed to preclude any right, relief or remedy available to it should it choose to exercise or enforce those rights.

**17. No Partnership or Agency**

 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or any of them, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

**18. Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement.

**19. Notices**

19.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post or sent by email to the email address of the other party (or such other address or email address as may have been notified) provided that in the case of notice served by facsimile or by email, such notice is confirmed by letter posted within 12 hours. Any such notice or other document shall be deemed to have been served: if delivered by hand – at the time of delivery; if sent by post – upon the expiration of 2 business days after posting (in the UK) if the Licensee address is in the UK or 5 business days if outside the UK; and if sent by email – at 9.00am on the next business day after the email was dispatched.

**20. Counterparts**

This Agreement may be executed in any number of counterparts (original or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF)) by the parties hereto, each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.

**21. Governing Law and Jurisdiction**

This Agreement including without limitation non-contractual disputes or claims relating to this Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

**FILMING REGULATIONS**

**1. Security Arrangements**

Entrance to the University Location is by the *[ ]* Entrance where security passes may be issued. Confirmation of prior notification of names of crew/personnel and registration numbers of vehicles should be passed to the attendant on duty or the University Designated Officer.

No filming can take place before 8.30am or after 4.45pm unless agreed otherwise.

A ‘no smoking’ rule is enforced throughout the University Location.

1. **Contact names**

If the University Designated Officer is unavailable, please ask for *[ ]*, tel. *[ ].*

**3. Light levels permissible**

See separate sheet **GUIDELINES FOR LIGHTING FOR FILMING.**

1. **Methods of attaching cables/tracking**

If any appliances are to be connected to the University Location’s supply through a certificated RCD they must have evidence of a valid (less than one year) certificate of portable appliance testing.

Nails, tacks and drawing pins must not be used, except on purpose built props. The use of gaffer or other tape is forbidden. Leads must be weighted with sandbags or a similar method approved by the University of Cambridge.

The Licensee must ensure that no object is threatened by proximity of equipment, particularly lighting units, cables and microphone booms. Equipment must not be placed on furniture or original floor surfaces - carpets, floorboards and tiles. Original floor surfaces are to be covered with sheets to prevent damage by cameras and lighting stands.

All objects, furniture, archival documents or library books to be filmed will be handled by a member of the University, unless express permission is given to a member of the film crew by the University Designated Person or other University officer.

**GUIDELINES FOR LIGHTING FOR FILMING**

Professional Companies and film crews may be permitted to illuminate objects or items at higher than normal light levels on the understanding that the following general rules are obeyed:

**Tungsten incandescent or tungsten halogen (quartz iodine) lamps**

Illuminance should not exceed 1000lux on either the object being photographed/filmed or on any other object in the field of lighting: this illuminance is equivalent to 1/60th second at *f*4 using film rated at 100 ASA. For particularly sensitive objects, such as watercolour paintings and works on paper, the limit is reduced to 250lux. Photographic lamps generate considerable heat, some of which is emitted from the back of the fitting. For this reason the lamps must be kept well away from all paintings. For safety reasons the lamps must be so placed that were they to fall, they would not make contact with any painting or frame.

**HMI Lamps**

Because HMI lamps emit less heat than incandescent lamps they may be used at illuminances up to 2500lux. For particularly sensitive objects, as described above, the limit is reduced to 500lux. The placement of lamps must again be such that no damage could be caused by their falling.

**Time of exposure**

The damage caused by light is proportional not only to the level of illumination but also to the length of time for which the object is exposed. For this reason the lighting should only be at the above intensities whilst photography or filming are in progress or whilst the lights are being aimed. At all other times the photographic lights must be switched off or reduced significantly.

**Ultra-violet radiation**

Ultra-violet (UV) radiation is particularly damaging and is not required for photography or filming. Because tungsten halogen and HMI lamps emit a significant amount of UV radiation, they must be fitted with an appropriate filter. If the heat of the light sources precludes the use of UV absorbing plastic film a suitable glass filter must be used. Plain glass filters are not acceptable since they do not absorb UV radiation in the 320-400nm region. A heat-stable coated glass filter, such as Bausch and Lomb ‘Optivex’™ or UV-absorbing glass such as Pilkington ‘UV-stop’™ must be used.

**Flash photography**

For authorized photography, electronic flash is permitted and is preferred to the photographic lamps, since the overall exposure of the paintings to light is greatly reduced. The maximum exposure for any painting in the field of flash is 1250lux seconds per frame, equivalent to *f*22 at 100 ASA. If the flash tube is not coated so as to absorb UV radiation, a supplementary filter must be fitted.

**AGREED BY THE PARTIES**

**For and on behalf of the LICENSEE**

……………………………………………………………………………………..

**NAME:**

**TITLE:**

**DATE:**

**For and on behalf of**

**THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**

……………………………………………………………………………………..

**NAME:**

**TITLE:**

**DATE:**