



Museum of Comparative Zoology (MCZ)
Harvard University
26 Oxford Street, Cambridge, MA 02138

Attn: Office of the MCZ Director
Phone: (617) 495-2460
Email: maja@oeb.harvard.edu

AGREEMENT REGARDING FILMING/PHOTOGRAPHY ON SITE

This AGREEMENT (the “Agreement”) is made as of _____, 20____, by President and Fellows of Harvard College (“Harvard”), acting by and through the Museum of Comparative Zoology (MCZ), and _____ (“Licensee”), located at _____ [ADDRESS].

1. LICENSE

Harvard grants to Licensee permission to access and film or photograph at the location (the “Property”) and on the date specified in Section 2 for the purpose of making audio and video recordings of the objects or views specified above (the “Recordings”) for use in the presentation or program specified below (the “Program”). Licensee may bring such amount of personnel and equipment onto the Property as reasonably necessary for the foregoing purpose; provided, however, that Harvard reserves the right (a) to escort any such personnel at any time while on the Property, and (b) to prohibit the use of any piece of equipment at any time if, in Harvard’s sole discretion, Harvard deems such piece of equipment to pose an unreasonable disruption to Harvard’s activities or risk of damage to the Property. While on the premises, Licensee shall comply with Harvard’s safety and security rules. Licensee shall promptly reimburse Harvard for any damage to the Property or other expenses incurred by Harvard relating to Licensee’s use of the Property.

2. DETAILS OF SHOOT

Date(s) and time(s) of shoot *(include length of time, with setup and cleanup factored in)*

Specific location(s) of shoot *(include specific departments or laboratories within the Museum of Comparative Zoology, 26 Oxford Street, Cambridge, MA)*

Description of purpose and use of images from shoot *(include name of exhibition/program, means of broadcast, channel(s) and date(s) to be aired, if known)*

Specimens or views to be photographed

Description of equipment

Note: list all equipment, including lights and types of bulbs, tripods, stands, tracks, etc. that will be used. Refer to Schedule A of the agreement for guidelines on bringing equipment into the museum

Names of all licensee personnel to be on location *(include roles and contact info for project leader)*

3. ADDITIONAL REQUESTS

- a. No recordings of the exterior campus (building exteriors and yards) of Harvard University will be made except with prior permission of the Harvard Public Affairs and Communications (HPAC) office. Should Licensee wish to make recordings of building interiors other than the exact location(s) stated above, Licensee will obtain the express permission on a case-by-case basis of the applicable Harvard director of any such facility and HPAC prior to filming or photographing.
- b. Licensee may only use the video, photographs, and any other footage resulting from the shoot for the purpose specified above. Any other usage must be approved separately.
- c. Licensee should include a thank you or credit in the Program to “Museum of Comparative Zoology, Harvard University.”
- d. Licensee will pull object caption information from the specimen list attached as Schedule B or will be provided by a museum curatorial representative at a later date.

4. USE OF LOCATION

- a. Licensee shall not attach, affix, or install any structures, sets, signs, or other materials to any portion of the location or any Museum of Comparative Zoology property without first obtaining Museum of Comparative Zoology approval.
- b. Licensee shall leave the location neat, clean, and free of personal property and debris and in as good condition as when received by it. Licensee shall remove all of its sets, and other material and equipment from the location and shall repair any damage to the location. Licensee agrees to bear all costs of cleaning, repairing, and restoring the location to its previous condition. If Licensee leaves any personal property at the location beyond the designated time of use under this Agreement, Harvard may remove this property and discard it. Harvard shall not be liable for any loss or damage to this property.
- c. Licensee agrees to comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this Agreement and Licensee's use of the location. When on Harvard's campus, Licensee will comply with all applicable Harvard policies and procedures, including without limitation, building security and facilities access policies and will not attempt to enter buildings or campus areas that require keycard access or for which Licensee does not have express permission to enter from Harvard administrators in accordance with the terms of this Agreement.
- d. Without limiting the generality of any of the provisions of this Section 4, Licensee will comply with the additional terms and conditions set forth on Schedule A, and any other specific terms and conditions provided by Museum of Comparative Zoology to Licensee prior to the shoot.

5. INTELLECTUAL PROPERTY RIGHTS

- a. Licensee shall own the Recordings and, subject to the terms and conditions of this Agreement, may use the Recordings as part of the Program, and authorize others to do the same. Licensee may not use the Recordings themselves, apart from the Program, for any promotional or other purpose except with Harvard's prior written approval.
- b. Licensee acknowledges that objects in the Museum of Comparative Zoology collections or otherwise at the location may be protected by copyrights and other rights not owned by Museum of Comparative Zoology or Harvard. Harvard does not represent or warrant that it owns all applicable copyright or other rights in the objects and Harvard does not purport to grant any right or license with respect to third party rights. As a condition of the permission granted in this Agreement, if the Licensee has not done so already, the Licensee shall ascertain whether any license or permission from any third party is necessary to use images of location objects as contemplated in this Agreement, and shall obtain all such licenses and permissions prior to use of these images.
- c. Licensee shall secure appropriate permissions and releases from every person who is filmed or photographed by Licensee while at the location in a form approved by Harvard. If appropriate, Licensee shall make an announcement prior to filming, informing those in the galleries of the filming. Licensee will protect the privacy of those persons who do not wish to be recorded, and shall edit out of the film or photograph any persons who may have been inadvertently filmed. Without limiting the foregoing, persons who appear in the background of footage who have not consented to their inclusion in the film or photograph shall be blurred or cropped out. Licensee acknowledges that Harvard shall have no responsibility or liability with respect to the rights of privacy and publicity or other rights of individuals who may appear in Licensee's photographs, films or images.

6. INDEMNIFICATION AND INSURANCE

- a. Licensee agrees to indemnify and hold Harvard and its officers, employees, faculty members, students, members of its governing boards and agents harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses of any kind (including but not limited to reasonable attorneys' fees) arising out of or relating to (i) the filming, the use of the Recordings, the Program, the breach of this Agreement or any other negligence or willful misconduct of Licensee and its employees or agents, and (ii) any employee or contractor of Licensee contracting COVID-19 while on the Property or elsewhere on Harvard's campus, and resulting from any cause.
- b. Licensee agrees to be fully responsible and liable for any and all property damage, loss or theft and personal injury, including invasion of privacy, suffered by persons arising out of Licensee's use of the location.

- c. Licensee shall maintain, throughout the term of this Agreement, a fully-paid Commercial General Liability insurance policy, alone or in combination with umbrella liability insurance, with deductibles acceptable to Harvard, with a combined single limit of at least \$1,000,000 and an annual aggregate limit of at least \$1,000,000 with respect to bodily injury, personal injury, and property damage. All such insurance shall name Harvard as an additional named insured. Licensee shall deliver to Harvard certificates reflecting such insurance coverage prior to the shoot.
- d. Harvard shall have no liability for any loss, cost, expense, or damage to Licensee, its members, officers, directors, agents, employees, or anyone else by reason of fire, theft, vandalism, or otherwise. Licensee agrees not to assert any claims against Harvard or any of its officers, agents, employees, members or its governing boards, successors, or assigns for any such loss, cost, expense, or damage.

7. USE OF HARVARD NAME

No rights are granted to Licensee to use any name, emblem, or logo of Harvard or Museum of Comparative Zoology in any materials produced pursuant to this Agreement, unless Licensee first obtains Harvard’s prior written approval. Licensee will not use or register the name "Harvard" (alone or as part of another name)) “Museum of Comparative Zoology,” or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard or any Harvard school, unit, division or affiliate (“Harvard Names”) for any purpose except (a) that Licensee may use the name in the Program to refer accurately to the location of the recordings and the Harvard affiliation of the people appearing in the Recordings, and to appropriately acknowledge Harvard in the Program’s credits if requested by, and in a manner approved by, Harvard, or (b) with the prior written approval of, and in accordance with any restrictions required by, Harvard. Notwithstanding the foregoing clause (a), Licensee will not use any Harvard Name in connection with any advertising, promotional or publicity purpose or to otherwise state or imply an endorsement by Harvard of the Licensee, the Program, the Recordings or the views expressed in the Recordings.

8. WAIVER; VALIDITY; ENTIRE AGREEMENT; AMENDMENT

Any waiver by either party of a breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Agreement or by law by either party shall be construed as a waiver of such right or remedy. In the event that any provision or section of this Agreement shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the Agreement. This Agreement contains and constitutes the entire agreement between the parties hereto with respect to the transactions which are the subject of this Agreement and supersedes and cancels all previous negotiations, agreements, commitments, and writings relating to said transactions. It may be amended only by an agreement in writing that refers explicitly to this Agreement.

9. REMEDIES

The parties acknowledge that any remedy at law for any violation of this Agreement will be inadequate and that they may suffer irreparable damage through any violation of the Agreement. The parties therefore agree that the obligations hereof may be specifically enforced in a court of competent jurisdiction. Such remedy shall be in addition to all other remedies available at law or in equity.

10. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other.

11. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding the conflict of laws rules thereof). All disputes hereunder shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

LICENSEE:

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By:

By:

Title:

Title:

Signature:

Signature:

SCHEDULE A
MUSEUM OF COMPARATIVE ZOOLOGY, HARVARD UNIVERSITY
AGREEMENT REGARDING PHOTOGRAPHY/FILMING ON SITE
ADDITIONAL REQUIREMENTS

These requirements have been developed to ensure the protection of the collections within the Museum of Comparative Zoology during photography and filming sessions. All members of your crew must be familiar with and understand these requirements before arriving at the Museum of Comparative Zoology. Failure to follow these requirements may result in Harvard's termination of your session.

1. GENERAL REQUIREMENTS

- 1.1 A list of crew members must be provided and approved in advance.
- 1.2 All photo sessions will be attended by a Museum of Comparative Zoology staff member.
- 1.3 No changes to the schedule will be permitted without prior approval.
- 1.4 All bags and equipment cases are subject to inspection upon departure.
- 1.5 No smoking, food, and/or liquids (even in sealed containers) of any kind are permitted in the MCZ collection spaces or laboratories.

2. LIGHTING REQUIREMENTS

- 2.1 The Museum of Comparative Zoology prefers that any photography/video sessions use only ambient light. If additional lighting is required, LED lighting is preferred over incandescent light to minimize the light and heat exposure to the items to be filmed. Lighting proposed for use will be evaluated by Museum of Comparative Zoology staff and may include measuring the incidental light levels of illuminated specimens, proximity of light source to specimens, stability of stands and tripods, and other factors.
- 2.2 Use the least possible number of light sources. To avoid overload by having multiple lights on one circuit, remote outlets may need to be used with long extension cords.
- 2.3 All light stands or other fixtures must be stabilized with sandbags or weights on the base of the stand.
- 2.4 Lights should only be turned on when setting up shots and shooting/filming.
- 2.5 Building lights may not be turned off during filming unless approved beforehand.

3 EQUIPMENT REQUIREMENTS, MOVEMENT, AND POSITIONING

- 3.1 Place equipment only within areas designated by museums staff. Do not lean any equipment, case, etc. against walls, furniture, columns, or any other objects in the museums.
- 3.2 Electrical and extension cords must be secured to the floor with non-marring, non-residue "gaffer" tape. When possible, arrange cords around the periphery of the walls. Do not allow cords to rest against objects or pedestals.
- 3.3 Sandbags or weights must be used to stabilize tripods. Place tripods in areas free of objects and furniture. Close tripods and light stands when moving from one room to another, or when moving within a crowded gallery.
- 3.4 All equipment is subject to inspection with regard to any potential risk it may pose to the collection. Unacceptable equipment will be held by Harvard security personnel until the conclusion of the shoot.
- 3.5 Ensure that equipment legs, feet, wheels, and carts do not mark, scratch, or damage floors, walls, doorways, etc.
- 3.6 Keep equipment low when moving around. Be aware of pedestals, cases, and 3-dimensional art.
- 3.7 Keep bags, packs, backpacks, slings, stands, tripods and cases in front of you and in sight when moving around.

SCHEDULE B

Specimen List, including specific catalog numbers (e.g., MCZ:Mamm:1234) and identifications (*Genus species*) where applicable.