**LOCATION AGREEMENT - University of Exeter of Northcote House, Queen’s Drive, Exeter EX4 4QJ (“Licensor”) and [insert name of filming/photographer company] of [insert address of filming company/photographer ](“Producer”)**

**Location: University of Exeter, [complete as applicable] (“the Property”)**

**Programme: [Insert description of film or photography project]**

**Filming Dates: [Provide details of dates and times]**

The term “Producer” shall include the Producer, its employees, agents, freelancers retained by it, and its camera crew.

The term “Licensor” shall include its successors in title, employees and agents.

The term “Licence” shall mean this Agreement

The term “Confidential Information” shall mean any and all research (including clinical research), personal and other data, and all other personal, technical, financial and/or other information which is proprietary to the Licensor including without limitation, information relating to trade secrets, analyses, compilations, forecasts, studies, inventions, designs, drawings, and other material related to the same, non-public financial information and intellectual property rights of all kinds

1. In consideration of the terms and conditions herein contained the Licensor hereby grants to the Producer a licence to :-

1. enter upon and film the exterior, interior, and contents of the premises and building(s) located at the Property, and
2. film the Licensor's products, related names, trademarks, service marks, trade names, and logos, (hereinafter the "Products and Marks") as well as any signs, murals and identifying insignias of the Property.

In the exercise of this licence, the Producer shall be permitted to enter upon the Property onthe Filming Dateswith such equipment as may be necessary. The Producer acknowledges and agrees that an authorised representative of Licensor may accompany and escort the Producer throughout the filming and that the Producer's access to the Property shall at all times be subject to Licensor's right to control, restrict, and limit Producer's access to any part of the Property in Licensor's sole and absolute discretion (and for the avoidance of doubt, the Licensor shall be entitled to require the Producer to stop filming and/or to leave the Property at any time.)

2. The Licensor confirms that:-

1. it is the owner or authorised agent of the Property,
2. that it has the right to enter into this Agreement and to grant this Licence and
3. the consent of no other person or entity is required to enable Producer to use the Products and Marks as described herein.

The Licensor gives no warranty or representation that the Property is fit for the purposes required by the Producer.

3. All physical embodiments of filming made on the Property in accordance with this Licence shall hereinafter be known as the "Materials”. The Licensor acknowledges that the Producer shall to the fullest extent permitted by law own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials, which shall be and remain vested in Producer. Notwithstanding the Producer's ownership of all rights in and to the Materials, for the avoidance of doubt, the Licensor shall retain absolute ownership of all of Licensor's Products and Marks as may be incorporated in the Materials and Producer shall have no license or right to use or exploit Licensor's Products and Marks for any purpose other than usage in the Materials.The Licensor may request use of the Materials from time to time for the purposes of publicity, promotions or marketing but such use shall be subject to a separate agreement between the Licensor and the Producer and the parties agree that they will act reasonably in connection with such agreement.

4. By entering into this Agreement the Producer agrees and confirms that it has the minimum level of insurance required by the Licensor, including, but not limited to public liability insurance policy on an occurrence basis with limits of liability of at least [£2,000,000] per individual claim for bodily injury and property damage and shall produce to the Licensor a copy of such insurance on demand

5. While on the Property, the Producer shall comply with all applicable operating procedures and all health, safety and security policies and regulations of which it is made aware (including, if so required, carrying out a Risk Assessment) and will only film individuals (whether employed by the University or not), members of the public and any other users of the Property who have given their express consent.

Where the Licensor has a standard Risk Assessment for the Property it shall provide this to the Producer. Otherwise the Producer shall, if required, carry out its own Risk Assessment and provide a copy of this to the Licensor. In either event the Producer shall fully comply with the Risk Assessment.

The Producer will comply with all general estate management Regulations relating to the Property (which can be found on the Licensor’s website and signage) and will not damage or litter the Property and will immediately make good any damage caused to the Property.

The Producer will not do anything to bring the Licensor into disrepute.

6. The Producer agrees to indemnify the Licensor against all losses, claims, liabilities, causes of action, claims, damages, or costs including legal fees, for any and all damage to property and injury or death of any person, resulting from or related to:

1. this Licence and/or
2. any negligent act or omission of the Producer, the Producer's agents, employees, freelancers retained by it or camera crew arising out of or in connection with their use of the Property and/or
3. the Producer's breach of its obligations under this Agreement, and/or
4. the Producer's creation and/or production of the Materials for which Producer did not or is alleged to have not secured or obtained the necessary rights, clearances, and releases and/or
5. the Producer’s use of the Materials and any intellectual property rights subsisting in such Materials.

## 7. The Licensor shall not be liable for:

### the death of, or injury to the Producer or

### damage to any property of the Producer or

### any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Producer or the Producer’s employees in the exercise or purported exercise of the rights herein granted.

## PROVIDED THAT nothing contained in this clause 7 shall limit or exclude the Licensor's liability for:

### death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

### any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. The Licensor and Producer agree that this agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall governed by and construed in accordance with the law of England and Wales.

9. Termination of this Agreement, for any reason, shall not affect the Producer's right in the Materials. This paragraph and the indemnities contained in paragraphs 6 and 12 herein shall survive the termination or expiration of this Agreement.

10. In the event that strikes, non-availability of materials, weather, injury or illness or other causes outside the reasonable control of either party mean that the filming cannot take place pursuant to this Licence then this Licence may be terminated by either party and neither party shall be regarded as in breach of their respective obligations.

11. The Producer shall comply with all statutory and other legal requirements relating to the Producer’s activities on the Property.

12. In the event that the Producer becomes aware of or has access to Confidential Information, the Producer shall not disclose any such Confidential Information to any third party, nor keep a record of the location of nor hard or electronic copies of the Confidential Information, nor make copies of the Confidential Information and shall not use, reproduce or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system. The Producer will also comply as expeditiously as possible with any request from the Licensor to return Confidential Information or destroy the Confidential Information and all copies, adaptations or variations thereof without retaining any copies. The Producer will indemnify the University or individual academic(s) for any loss arising out of a breach of this clause 12.