



## Authorization and release for film recording at CERN

Subject to the terms and conditions set out below, the European Organization for Nuclear Research, an Intergovernmental Organization with its seat at Geneva, Switzerland ("CERN"), grants you a royalty-free, worldwide and perpetual right to:

- (a) create a recording of **< description of the recording >** (the "Recording"), for inclusion in a film entitled **< name of the film >** (the "Film"), provided that CERN has previously approved the locations and subject matter of the Recording and Film, that access to CERN site is at the discretion of the Director-General and that all applicable CERN regulations and instructions, including safety rules, are complied with;
- (b) use, copy, reproduce, publish, distribute or publicly display (collectively "Use") the Recording, including the modified Recording as defined in (c), always as an integral part of the Film, in any medium or format, provided that such Use is not in a misleading, inappropriate or offensive manner, in a military context, in advertising or promotion other than of the Film itself, or in a manner that suggests any kind of endorsement by CERN or its personnel; and
- (c) modify or alter the Recording, always as an integral part of the Film, provided that the integrity of the Recording is not substantially altered.

You may assign the rights set out in paragraphs (b) and (c) subject to terms and conditions no less stringent than those contained herein. The exercise by the assignee of such rights shall constitute the assignee's implied consent to these terms and conditions.

The execution of the Recording shall be subject to the availability of locations, it being understood however that CERN shall make all reasonable efforts to ensure the Recording takes place as planned.

Without prejudice to any other terms and conditions set out in this release, the creation of the Recording on CERN site shall be subject to the following rules:

- Sufficient advance notice of the Recording shall be given to CERN in order to permit the Organization to notify individuals whose professional duties mandate their presence in the planned locations, as well as their hierarchy;
- The opportunity to work in defined "blind spots" on a temporary or longer-term basis during the Recording shall be made available;
- The Recording shall be signaled clearly and the privacy of those in the planned location shall be respected to the maximum extent possible;
- Individuals who choose to stay on the planned locations for the Recording shall be deemed to consent to incidental, routine capture of their likeness and voice;
- Any individuals giving an interview or performance to be included in the Recording shall consent to the use of their voice, likeness and/or performance in accordance with the attached model release;
- Every effort shall be made to avoid recordings that could be considered intrusive. No close-up images shall be captured of individuals or their activities unless these contribute directly to the scope of the Recording;
- The deliberate recording of monitors displaying personal email or internet use is prohibited and every effort shall be made to avoid their incidental capture.



CERN asserts no right, title or interest in the Recording, including copyright, it being understood that you acquire no ownership right in the name, acronym and logo of CERN.

You shall not use CERN's name, acronym or logo, under any condition, except as an integral factual part of the Recording. You shall agree with CERN on the manner in which CERN shall be acknowledged in connection with the use, advertising and promotion of the Recording and the Film.

You shall grant to CERN and its experiments a royalty-free, worldwide, non-exclusive and perpetual license to Use the Recording for education and outreach activities, in any medium or format, as well as to modify the Recording, provided that its integrity is not substantially altered, to render it suitable for such education and outreach activities. CERN shall endeavor, on a best efforts basis, to credit you each time the Recording is Used.

You, and/or as the case may be your assignees, shall Use the Recording at your own risk and release CERN from, and shall hold it free and harmless from, any claims or liability for loss or damage in connection with the creation and Use of the Recording and your visit to the CERN site.

Producer	_____	CERN	
Signature	_____	Signature	_____
Name	_____	Name	_____
Date	_____	Date	_____
Email	_____	Email	_____



In accordance with Staff Regulation I 3.04, you must obtain the written authorization of the Press Office (acting on delegated authority of the Director-General) prior to making any public communication of the sort envisaged by this release.

### **Approved personal release for use by CERN personnel**

I hereby consent to photographic, audio and video recordings of me (the "Recordings") by *<name of the Company>* (hereinafter referred to as "the Company"), for the following purpose: *<description of purpose>*.

I hereby grant to the Company a royalty-free license to use my image and name, as well as the Recordings, in whole or in part, and to broadcast or distribute the Recordings in any format, always in accordance with the aforementioned purpose. I agree to the modification of the Recordings provided that their substance is preserved.

I hereby confirm that the content of my performance does not infringe the copyright, intellectual property or privacy rights of any third party.

This release is ongoing and not subject to renewal. It is not conditioned upon compensation or geographic limitation. I waive the right to inspect or approve the Recordings.

No endorsement of the Company or its products by the European Organization for Nuclear Research (CERN) or permission to use the name, logo and/or images of CERN may be construed from my statement or release.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_