



FILM AUTHORIZATION AGREEMENT

This Film Authorization Agreement ("Agreement"), effective as of _____ ("Effective Date"), is made and entered by and between Fred Hutchinson Cancer Center ("Fred Hutch") and _____ ("Licensee").

Background

- A. Fred Hutch is a non-profit organization that owns and operates an inpatient cancer hospital located at the University of Washington Medical Center and outpatient services at Fred Hutch's separately located outpatient clinics at South Lake Union, Evergreen Hospital, Northwest Hospital, Overlake Medical Center, Fred Hutch Peninsula, and Fred Hutch Issaquah. Fred Hutch also operates certain clinical laboratories and research facilities. Fred Hutch's mission is to unite innovative research and compassionate care to prevent and eliminate cancer and infectious disease.
- B. Licensee desires to film at Fred Hutch concerning _____ ("Purpose").
- C. Fred Hutch is willing to permit Licensee to film at Fred Hutch so long as such filming preserves and maintains the reputation, integrity, character, and dignity of Fred Hutch, does not jeopardize the safety of anyone at Fred Hutch, will not damage the buildings or property of Fred Hutch, will not unduly disrupt the operations and activities of Fred Hutch, will not cause expense to Fred Hutch, and will not violate patient privacy or otherwise adversely impact the patients at Fred Hutch.
- D. Accordingly, the parties are entering into this Agreement in order to set forth the terms and conditions under which Licensee will have the temporary and revocable right to enter into and film at Fred Hutch.

Agreement

1. Subject to the terms and conditions of this Agreement, Fred Hutch will permit Licensee to enter, occupy and use the areas of Fred Hutch's facilities mutually agreed upon by the parties in advance for filming for the Purpose. Licensee may bring in to Fred Hutch and utilize equipment and persons necessary for the Purpose. All filming under this Agreement will be subject to coordination and approval by a representative of Fred Hutch's Office of Marketing and Communications, who will be responsible for overseeing and making all arrangements for Licensee's filming at Fred Hutch ("Project Coordinator"), and Licensee's permission to film is subject to and contingent upon Licensee coordinating its filming date ("Filming Date") with the Project Coordinator and receiving specific approval of the dates, times, and location of filming from the Project Coordinator (i.e., Licensee may not show up unannounced to film at Fred Hutch's facilities).
2. Subject to Section 3 below, as between Fred Hutch and Licensee, Licensee shall be the exclusive author, owner, and copyright proprietor of all of the results and proceeds relating to Licensee's filming at Fred Hutch's facilities pursuant to this Agreement. Without limiting the generality of the foregoing, Licensee shall own all right, title, and interest in and to the footage, photographs, audio and visual recordings captured by Licensee at Fred Hutch on the Filming Date and shall be entitled to exploit the same throughout the world in perpetuity, in all media now known or hereafter devised, solely in connection with the Purpose and its related advertising and promotion. Licensee shall not be obligated to make any actual use of any recording made at Fred Hutch in connection with the Purpose.

3. Licensee shall not publish, publicly display, distribute, transfer, or otherwise exploit any film, video, promotion, or other work governed by this Agreement that:
 - a. References or includes an image of Fred Hutch or its employees, patients, or facilities, or
 - b. Uses any name, logo, or other mark of Fred Hutch, unless:
 - i. Licensee has provided the entirety of the film, video, promotion, or other work to Fred Hutch for review, and
 - ii. Fred Hutch has expressly consented in writing to the use of the film, video, promotion, or other work by Licensee. Licensee shall adhere to all Fred Hutch branding guidelines for the use of Fred Hutch names, logos, marks, signage, and the like.

This Section shall survive termination or expiration of this Agreement.

4. This Agreement does not entitle Licensee or the Licensee's servants, employees, agents, subcontractors, or invitees to occupy, enter, or use any area, facility, or equipment not specifically pre-approved by the Project Coordinator (except as may be necessary for purposes of accessing pre-approved areas, location, or facilities).
5. Licensee may utilize the specified and pre-approved Fred Hutch facilities under this Agreement for the sole purpose of filming and undertaking related activities in connection with the Purpose as permitted hereunder and for no other purpose. Moreover, all footage filmed at Fred Hutch under the terms of this Agreement are for the sole use with respect to the Purpose and no part of the footage from this shoot may be used for any other purpose without the written consent of Fred Hutch. Fred Hutch will have the right to specifically enforce the foregoing restrictions on use of the footage.
6. Licensee's authorization to film in Fred Hutch's facilities as provided herein is specifically conditioned upon Licensee's satisfaction of the following requirements:
 - a. As set forth in Section B of the Background of this Agreement, Fred Hutch has approved the Purpose, and Licensee must obtain approval from Fred Hutch before changing the subject matter of the Purpose. If Licensee changes the topic of the Purpose without the approval of Fred Hutch, Fred Hutch will have the right to withdraw its approval of the use of its facilities and the Purpose, in which event, Licensee will immediately cease its use of Fred Hutch's facilities and Licensee may not sell, display, reproduce, distribute, exhibit, or use in any manner or for any purpose any film shot at Fred Hutch under this Agreement. Fred Hutch will have the right to specifically enforce the provisions of this Section 6(a).
 - b. Licensee or its production company must purchase, provide, and keep in effect during the period of Licensee's use of Fred Hutch's facilities an all-risk liability insurance policy, or rider to an existing policy, with a minimum of comprehensive general liability and property damage insurance and naming as additional insured Fred Hutch. officers, employees, and agents. The insurance must provide coverage in the amount of \$1,000,000.00 for property damage and \$2,000,000.00 per person and \$2,000,000.00 per occurrence for personal injury (including death), and the coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that results, directly or indirectly, from the intentional or negligent acts or omissions of Licensee or Licensee's officers, agents, employees, subcontractors, guests, or invitees during the use of Fred Hutch's premises for purposes of this Agreement, or from the use or condition of any property, equipment, machinery, or vehicle used, operated, or controlled by, the Licensee or its officers, employees, agents, or subcontractors while on property owned or controlled by Fred Hutch. In addition, such insurance must be with an insurance company or companies authorized to do business in Washington and under policy or policies acceptable to Fred Hutch. Prior to the Filming Date,

Licensee must provide Fred Hutch with a Certificate of Insurance attesting the existence of a policy or policies providing coverage described hereinabove, or, if requested, with a certified copy of said policy or policies. If a policy contains deductible provisions, Licensee shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against Fred Hutch, its agents, employees, or representatives.

7. In consideration for Licensee's use of Fred Hutch's facilities in filming under this Agreement, Fred Hutch will receive the following:
 - a. Licensee will promptly provide to Fred Hutch a final copy of filming related to the Purpose; and
 - b. Licensee will provide full recognition of Fred Hutch within the content of such filming as well as credits at the beginning and end of filming related to the Purpose (e.g., such film must contain a prominent attribution indicating that the relevant portions of the film were filmed at Fred Hutch).

8. Licensee's use of the Fred Hutch's facilities is subject to the following terms and conditions:
 - a. Licensee must observe, perform, and comply with all the laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency, including Fred Hutch, which are applicable to the facilities under this Agreement, including any applicable permit requirements, zoning ordinances, building codes, and environmental laws. Fred Hutch reserves the right to take all necessary actions to cause the filming to be in compliance with all laws, rules, and regulations, including terminating the filming.
 - b. Licensee will conduct all activities under this Agreement with regard for public safety and will observe and abide by all applicable regulations and requests by Fred Hutch and duly authorized governmental agencies. If at any time Fred Hutch determines that a proposed event poses a potential hazard to public safety, the filming may be cancelled or denied.
 - c. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public facilities of the premises must be kept unobstructed by the Licensee and may not be used for any purpose other than ingress to or egress from the premises by the Licensee.
 - d. Licensee may not bring onto the premises any material, substances, equipment, or object that is likely to endanger the life of or to cause bodily injury to any person on the premises or that is likely to constitute a hazard to property thereon.
 - e. Licensee may not install or operate any equipment, fixture, or device, nor operate or permit to be operated any engine, motor, or other machinery, or use gas or flammable substances in the licensed space. All electrical, steam, water, and wastewater connections must be made by Fred Hutch's employees or agents and all house equipment must be operated by Fred Hutch's employees or agents. No equipment, device, or fixture may be used that in the opinion of Fred Hutch endangers the structural integrity of the facility.
 - f. All materials and equipment brought into Fred Hutch's premises by Licensee must be removed at the end of the Filming Date. Fred Hutch shall be authorized to remove at the expense of Licensee all materials remaining in its facilities at the end of the Filming Date. Licensee shall be responsible for payment of storage costs for such material and Licensee releases Fred Hutch from any claims for loss or damage to material removed or stored under this provision. Fred Hutch will have a first lien on such materials for payment of costs accrued for removal and storage.
 - g. Licensee shall be responsible for payment of all licenses, permits, fees, registrations, taxes, assessments, and charges of every kind and character levied or required by any federal, state, or local law, ordinance, or regulation in connection with or because of any act or activity engaged in by Licensee or Licensee's agents, servants, employees, or invitees within the premises or facilities described herein, and to protect, indemnify, save, and hold harmless Fred Hutch from any and all liability for same.

- h. Licensee is responsible for obtaining all necessary media releases and consents from any person filmed by Licensee, including from Fred Hutch employees and staff and from any patient of Fred Hutch, provided, however, that Licensee may not film any Fred Hutch personnel or patient without Fred Hutch's prior written permission. Fred Hutch hereby acknowledges and agrees that Fred Hutch shall be responsible for obtaining from patients any releases required under HIPAA.
 - i. If Licensee or any of its employees, agents, contractors, guests, or invitees obtains any health or medical information about any patient of Fred Hutch, Licensee will, and will ensure that its employees, agents, contractors, guests, or invitees, pursuant to the requirements of law and unless disclosure has been authorized in writing by the patient, hold in confidence the identity of the patient and the health/medical information about the patient and will comply with applicable laws regarding the confidentiality of such information.
 - j. Licensee is responsible for the acts and activities of its agents, employees, subcontractors, guests, and invitees (including any production company engaged by Licensee to shoot the footage) during the use or occupancy of Fred Hutch's facilities for purposes of this Agreement and Licensee is responsible for ensuring compliance with the terms of this Agreement by all such persons.
- 9. In permitting use of its facilities, Fred Hutch does not relinquish custody or control thereof and does specifically retain the right to enforce any and all laws, rules, and regulations applicable to the facilities. Fred Hutch representatives may enter any of the facilities used by Licensee at any time and on any occasion without any restriction whatsoever. All facilities, including any area that is the subject of this Agreement, will at all times be under the charge and control of Fred Hutch. Moreover, Licensee's use of the facilities is subject to Fred Hutch's reasonable measures for purposes of confidentiality, safety, and security, and will be subject further to compliance with Fred Hutch's premises rules that are generally applicable to all persons at Fred Hutch's facilities.
- 10. Fred Hutch also will not be liable for any lost, stolen, or damaged property kept or left in or around any of its facilities.
- 11. In connection with the filming, Licensee will provide all content, scripting and production management and will bear all of the cost of filming, editing and production. Except for providing access to its facilities as provided in this Agreement, Fred Hutch will not be responsible for providing any services, supplies or materials in connection with the filming.
- 12. Parking for Licensee's employees, representatives, subcontractors, and agents will be on a space available basis in the public parking areas around Fred Hutch's main campus, subject to payment of applicable parking fees.
- 13. Licensee will indemnify and hold harmless Fred Hutch and its directors, officers, agents and employees for all claims, causes, causes of action, and judgements for the injury or death of any person and the loss of or damage to property that arise, directly or indirectly, from the intentional or negligent act or omission of Licensee or the officers, agents, employees, subcontractors, guests, and invitees of Licensee during the use or occupancy of Fred Hutch's facilities for purposes of this Agreement.
- 14. Fred Hutch will have the right to immediately cancel Licensee's right to film at any time if:
 - a. Fred Hutch needs the facilities; or
 - b. In Fred Hutch's sole and absolute judgment Licensee's filming is
 - i. Adversely affecting or will adversely affect the reputation, integrity, character, and dignity of Fred Hutch
 - ii. Jeopardizing or will jeopardize the safety of any person or animal at Fred Hutch,

- iii. Disruptive to patient recovery/care, of that a patient's medical condition prohibits him/her from making a coherent decision regarding consenting to be filmed/recorded/photographed;
 - iv. Damaging or will damage the buildings or property of Fred Hutch,
 - v. Unduly disrupting or will unduly disrupt the operations and activities of Fred Hutch,
 - vi. Causing or will cause expense to Fred Hutch, unless Licensee agrees in writing to cover such expense,
 - vii. Violating or will violate patient privacy, or
 - viii. Otherwise adversely impacting or will adversely impact the patients or research animals at Fred Hutch; provided, however, that:
 1. in the event that Fred Hutch terminates Licensee's right to film pursuant to subsection (a) of this Section, then Fred Hutch will permit Licensee to re-enter the facilities to complete filming on a mutually agreeable date in the future and
 2. Prior to cancelling Licensee's right to film pursuant to subsection (b) of this Section, Fred Hutch will provide Licensee with information regarding the basis of its judgment and with an opportunity to cure.
15. Licensee may not assign or in any matter transfer its interests in this Agreement and any attempt to assign this Agreement by Licensee will be null and void; provided, however, that Licensee's rights under Section 2 above will be freely assignable.
16. Nothing contained in this Agreement will be deemed or construed as creating the relationship of principal and agent, employer, and employee, borrowed servant, or of partnership or of joint venture between the parties. Neither party will represent itself to be an agent or representative of the other party hereto.
17. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations or representations, whether oral or written, between the parties. No amendment of this Agreement will be effective unless it is in writing that is signed by the party against whom enforcement of agreement is sought.
18. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Washington (exclusive of its choice of law provisions). Any legal proceedings arising out of this Agreement must be brought in a state or federal court in King County, Washington.
19. IN NO EVENT WILL FRED HUTCH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR ENHANCED DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LOSSES, EXPENSES, OR DAMAGES INCURRED BY REASON OF LOST REVENUES OR PROFITS. THE FOREGOING LIMITATION WILL APPLY FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF REPRESENTATION), AND EVEN IF FRED HUTCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT FRED HUTCH WILL BE RESPONSIBLE FOR ITS OWN COMPLIANCE WITH HIPAA.
20. The term of this Agreement will commence upon the Effective Date and subject to early termination, will expire on 20 _____. Upon any breach of the terms of this Agreement by Licensee, Fred Hutch will have the right to immediately terminate this Agreement and cancel Licensee's right to film in Fred Hutch's facilities and terminate Licensee's right to use any footage shot at Fred Hutch.

Signatures on next page

Accepted and Agreed to by:

Fred Hutchinson Cancer Center	_____ (“Licensee”)
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date: