

**The Chesney Archives of Johns Hopkins  
Medicine, Nursing, and Public Health**  
5801 Smith Avenue, Suite 235, Baltimore, MD 21209, USA  
Tel. 410.735.6800, Fax. 410.735.6770

**Application for Permission to use Film Footage**

Permission requests must be submitted on this application form. No other permission or licensing forms will be accepted nor may the wording of this form be altered in any way. No licenses will be granted without signed Agreement with Respect to Rights, Regulations, and Procedures.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

If you are acting on behalf of your employer or another third party, please indicate his or her name and title:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Specify the materials for which you seek license to use (Attach a separate list if necessary):**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Description of work in which materials will be used:**

Author/creator: \_\_\_\_\_

Title or description of project: \_\_\_\_\_

Editor, producer, or sponsor: \_\_\_\_\_

Place and date of production or project: \_\_\_\_\_

**Economic Classification of Project:**

For-profit (the materials will, in some way, be used as part of a commercial enterprise)\*

Not-for-profit (the materials **will not**, in any way, be used as part of a commercial enterprise)

**Check the format(s) in which you intend to use the materials:**

Television  Film  Exhibition

Book  Journal  Newspaper

World Wide Web  Electronic Media  Other (Specify): \_\_\_\_\_

**Summarize plan for use and/or distribution:** \_\_\_\_\_

**Specify the usage rights you seek for these materials (see Schedule of Fees):** \_\_\_\_\_

**State any additional conditions that you would like to have considered in this application:** \_\_\_\_\_

\* E.g. paid subscriptions, entry fees, etc.

## Terms of Agreement for use of Film Footage

This is a legal and binding agreement between you and The Alan Mason Chesney Medical Archives ("Archives"). If your actions are on behalf of your employer or another third party, then all the terms and conditions of this Agreement apply to you and your employer or other third party.

The term *Content* is defined as any sound recordings, moving images, or still images from the video, included in the video licensed to you. By using this Content, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, Content will not be made available.

The Johns Hopkins University and The Johns Hopkins Health System hold intellectual property rights to some, but not all, materials in the Archives. Some material licensed to you by the Archives may be owned by another entity. **You are solely responsible for obtaining permission to use the Content from the copyright holder. The Johns Hopkins University and Johns Hopkins Health System make no representations or warranties with respect to ownership of the Content or third party rights to the Content. You are licensing the Content "as is."** After release to you of the Content, The Johns Hopkins University and The Johns Hopkins Health System assume no responsibility for your infraction of copyright laws, invasion of privacy, unauthorized release of protected health information, or any other improper or illegal use that may arise from the reproduction and dissemination of the Content.

Permission for use is granted only for the expressed purpose(s) specified in the Statement of Permissions that you will receive. Some Content supplied by the Archives are "orphan works", defined as presumed copyrighted works whose owner is impossible to identify or contact. You may use orphan works Content only for non-profit educational or critical purposes (i.e., you may use the Content in a non-profit scholarly critique of the Content.)

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Credits should appear in close proximity to the Content, or in a special section devoted to credits. When permission is granted to disseminate Content electronically, the Archives reserves the right to require an electronic watermark or other identifying code within the scanned file.

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Unless approved in advance and in writing by the Archives, each reproduction must be reproduced unaltered and in its entirety.

Permission to use Content from the Archives does not imply that the Archives, The Johns Hopkins University, The Johns Hopkins Health System, or any person or institution represented in the materials endorses any product, enterprise, service, or opinion; nor does the Archives confirm the accuracy of any content.

You, as the applicant, agree to send one copy of the work containing the Content to the Archives at no charge.

Permission will not be granted nor Content released until full payment and signed Agreement with Respect to Rights, Regulations, and Procedures have been received. Fees are determined in good faith according to the information you provide.

Failure to comply with any of the provisions of this agreement and of the Statement of Permissions that you will receive will result in immediate revocation of permission.

All content is owned by the Archives. All rights not specifically granted to you by this Agreement are reserved.

This Agreement constitutes the final written expression of the terms of agreement between you and the Archives relating to the subject matter contained herein and is the complete and exclusive statement of those terms. This Agreement supersedes all prior agreements with respect to such subject matter. No provision in any purchase order or purchase order confirmation, whether entered into prior to, concurrently with or after the execution and delivery of this Agreement, shall be effective to the extent that such provision is inconsistent with any provision of this Agreement. All claims and controversies arising under this agreement shall be resolved pursuant to existing Maryland laws and the policies and procedures of The Johns Hopkins University, The Johns Hopkins Health System, Johns Hopkins Medicine, and The Alan Mason Chesney Medical Archives. I have provided complete and accurate information on this form and accept full responsibility for upholding the terms of agreement as stated, both personally and on behalf of the organization or third party that I represent. In all instances, I agree to defend, indemnify, save, and hold harmless The Johns Hopkins University, The Johns Hopkins Health System, The Alan Mason Chesney Medical Archives and their employees and designates from any and all costs, expense, damage, and liability arising from any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of the Content listed on this form and their use in any manner, including their inspection, publication, reproduction, duplication, or printing by anyone for any purpose whatsoever.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

## Schedule of Fees for use of film footage

### Primary Market \*

<b>Theatrical</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America (unlimited)	\$700.00	\$30.00	\$20.00
Worldwide (unlimited)	\$1,000.00	\$40.00	\$30.00
Limited run (less than 100 showings total)	\$300.00	\$25.00	\$20.00
Festival Run (less than 30 showings total)	\$150.00	\$15.00	\$10.00

<b>Television Broadcast</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
Network (USA)	\$700.00	\$30.00	\$15.00
Worldwide (unlimited)	\$1,000.00	\$40.00	\$15.00
Foreign (one country)	\$300.00	\$20.00	\$15.00
PBS, cable, or syndicated (US only)	\$300.00	\$20.00	\$15.00
Local (small market)	\$100.00	\$8.00	\$5.00
Local (medium to large market)	\$200.00	\$12.00	\$10.00

<b>Home Video (VHS/DVD)</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America (unlimited)	\$300.00	\$20.00	\$15.00
Worldwide (unlimited)	\$300.00	\$25.00	\$15.00
Limited distribution (less than 3,000 copies total)	\$100.00	\$15.00	\$10.00

<b>Interactive Media (CD-Rom, non- internet electronic resources)</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America (unlimited)	\$100.00	\$15.00	\$10.00
Worldwide (unlimited)	\$100.00	\$20.00	\$15.00
Limited distribution (less than 3,000 copies total)	\$100.00	\$10.00	\$5.00

<b>Internet: Streaming Flash, Quicktime, etc. (low resolution)</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
Commercial/Promotional	\$500.00	\$20.00	\$15.00
Educational	\$100.00	\$10.00	\$5.00

<b>Exhibits/Lectures/Presentations</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
One Time	\$20.00	\$2.00	\$1.00
Temporary (less than 6 months)	\$50.00	\$5.00	\$2.00
Permanent (longer than 6 months)	\$100.00	\$10.00	\$10.00
Traveling (temporary only)	\$50.00	\$5.00	\$5.00

<b>Unlimited Rights **</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America	\$1,200.00	\$60.00	\$55.00
Worldwide	\$1,500.00	\$70.00	\$65.00

## Additional Distribution(s) \*

<b>Home Video (DVD/Blu-ray)</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America (unlimited)	n/a	\$12.00	\$8.00
Worldwide (unlimited)	n/a	\$15.00	\$5.00
Limited distribution (less than 3,000 copies total)	n/a	\$10.00	\$5.00
<b>Television Broadcast</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
Network (USA)	n/a	\$12.00	\$8.00
Worldwide (unlimited)	n/a	\$15.00	\$5.00
Foreign (one country)	n/a	\$10.00	\$5.00
PBS, cable, or syndicated	n/a	\$15.00	\$10.00
Local (small market)	n/a	\$3.00	\$3.00
Local (large market)	n/a	\$10.00	\$5.00
<b>Commercial Streaming Services</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
North America (unlimited)	n/a	\$10.00	\$5.00
Worldwide (unlimited), or web	n/a	\$12.00	\$8.00
Limited distribution (less than 3,000 copies total)	n/a	\$8.00	\$5.00
<b>Website use (low resolution)</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
Commercial	n/a	\$5.00	\$3.00
Educational/non-profit ***	n/a	\$3.00	\$3.00
<b>Exhibits/Lectures/Presentations</b>	<b>Minimum</b>	<b>First 30 seconds: Fee per second</b>	<b>Additional: Fee per second</b>
One Time	n/a	\$2.00	\$1.00
Temporary	n/a	\$5.00	\$2.00
Permanent	n/a	\$10.00	\$10.00
Traveling (temporary only)	n/a	\$5.00	\$5.00

**Note:** Fees do not include costs for film digitization, or any preservation work that may be required prior to preservation. All rates are for the lifetime of a single work. Rates DO NOT include use of footage in subsequent or derivative works. Rates imply projects of a commercial nature; a 50% discount may be applicable to not-for-profit projects. Rates are not applicable to projects protected by "fair use" (Section 108 of US Copyright law), such as student projects. We request that patrons clear permissions for such projects through the Archives by conducting a fair use assessment and signing a statement of non-infringement.

\* *Primary Market* is defined as the distribution market with the highest licensing fee for the project. All other distributions for the project are defined as *Additional Distributions*. For example, in a project requesting footage for North American theatrical distribution, a DVD release, and in a promotional internet clip, only the theatrical distribution would be defined as the primary market; the DVD and internet rights would be defined as additional distributions.

\*\* Unlimited Rights covers all distributions listed in this rate card. Request a quote for any distributions not listed here.

\*\*\* Additional not-for-profit discount may apply

## Statement of Permissions

*The following is to be completed by the staff of the Alan Mason Chesney Medical Archives.*

**Date completed and signed form received:** \_\_\_\_\_

- D Permission is granted** to use only those materials from the Alan Mason Chesney Medical Archives that are listed in this application in accordance to the terms of the above agreement and the following conditions or exceptions.

Permission granted for the following uses and durations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Payment \_\_\_\_\_ Date of Payment \_\_\_\_\_

Mode of Payment \_\_\_\_\_

\_\_\_\_\_  
**Signature of Approval**

\_\_\_\_\_  
**Date**

- D Permission is denied** for the request stated in this application.

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date