



Documentary [Factual] Location Agreement

Date: **August 9, 2016**

TO: The Journal of Visualized Experiments (JoVE), 1 Alewife Center, Suite 200, Cambridge, MA 02139, United States of America

FROM: University of Bristol, Senate House, Tyndall Avenue, Bristol, BS8 1TH ("Us", "Our", the "University").

This agreement will confirm the arrangements made between us whereby the University has agreed to make available to You its premises at:

(1) Faculty of Biomedical Sciences, School for Cellular and Molecular Medicine, Biomedical Sciences Building, University of Bristol, Tankard's Close, University Walk, Bristol BS8 1TD

(2) Faculty of Science, School of Physics, H.H. Wills Physics Laboratory, University of Bristol, Tyndall Avenue, Bristol, BS8 1TL

(3) Centre for Nanoscience and Quantum Information, University of Bristol, Tyndall Avenue, Bristol, BS8 1FD

("the Premises") for the purposes of filming [interior] shots, interviews and/or dramatic reconstructions in connection with your documentary production entitled "Synthesis of cationized magnetoferritin for ultra-fast magnetization of cells" under the following terms and conditions:

1. The Premises shall be available to You for the period from (the "Period") – Tuesday, August 16 2016
 - 8 am – 10 am Lab C74, Biomedical Sciences building
 - 10 am – 12 pm Lab C55, Biomedical Sciences building
 - 1pm – 3 pm Lab 2.39 a, H.H. Wills Physics Laboratory
 - 3 pm – 4 pm Lab 1.38, H.H. Wills Physics Laboratory
 - 4 pm – 5 pm Room 1.01, Centre for Nanoscience and Quantum Information
2. The University of Bristol agrees that subject to these terms (including without limitation any Special Stipulations set out below), You have the right and licence to
 - a. enter upon the Premises during the Period and make such use thereof as and to the extent the University previously agrees with You in writing including in particular the right to film the Documentary and to take still photographs for use either in the Documentary or in publicity and marketing thereof.
 - b. incorporate film of the Premises in the final version of the Documentary either as a sequence on its own or preceded, interlaced or followed by such other scenes as may be required.
 - c. exploit and exhibit the Documentary with or without the footage filmed at the Premises by all means and in any medium either now known or hereafter devised without any restriction whatsoever.
3. You undertake and agree:
 - a. not to damage the Premises or any contents in it;

- b. prior to the end of the Period to the satisfaction of the University to (i) clear from the Premises all litter and equipment brought on to the Premises by You or on Your behalf; and (ii) return all items belonging to the University in the Premises that You have moved to their original positions;
 - b. to be entirely responsible for all health and safety and occupiers liability matters relating to Your use of the Premises during the Period (which shall include set up before filming, filming and after filming).
 - c. to keep the Premises and all contents in it secure at all times and to replace at Your expense all contents damaged destroyed or removed during the Period that the Premises are available to You;
 - d. to obtain the University's prior written permission before making any changes, additions or alterations to the Premises and in the event that the University agrees to such changes, additions or alterations being made You undertake to properly reinstate the Premises to the University's satisfaction to the condition it was in prior to filming;
 - e. not to cause or create any nuisance or act or thing which is a source of danger to the University, its agents and/or invitees and/or the public;
 - f. to comply at all times with the University's policies (including without limitation as to health and safety and security) in place from time to time;
 - g. not to use the Premises for any other purpose than as authorised by this Agreement;
 - h. not to use the footage filmed during the Period in any way other than for the Documentary.
4. In consideration for the rights and licence hereby granted, You agree to:
- a. Pay the University the fee of £1 plus VAT, receipt of which is hereby acknowledged.
 - b. indemnify and keep indemnified the University, its officers, employees and agents on demand against any and all damage, loss, claims, costs, expenses, demands, charges, liability or proceedings howsoever arising in respect of (i) personal injury and/or death of any person arising from or in connection with Your use of the Premises or presence thereon (ii) loss of or damage to the Premises and/or any property (including third party property) arising from or in connection with Your use of the Premises or presence thereon and/or (iii) for any breach of Your obligations hereunder. You shall provide the University with a copy of Your public liability insurance policy and proof of payment of the premium prior to accessing the Premises, which shall provide for cover of a minimum amount of ten million pounds (£10 million) per claim or series of claims.
5. The University may terminate this agreement:
- a. (without prejudice to any other right or remedy it may have) in writing or orally at any time if You have not complied with Your obligations under it;
 - b. on giving You no less than one (1) week's prior notice in writing if the University decides to use the Premises during the Period in connection with any occasion of national rejoicing or mourning or for a purpose which in the opinion of the University is of importance to the University. In the event that the University terminates this agreement pursuant to this clause the University's liability to you will be limited to repaying to you any part of the fee that you have paid to the University prior to termination.
6. On termination of this agreement pursuant to clause 5 above you will immediately cease to exercise your rights under this agreement and if you have already entered upon the Premises you shall at your expense immediately take all such steps as are necessary to restore the Premises to its former state and condition in accordance with clause 3 and the University may prevent you from entry to the Premises, except for the exercise by you of any obligations of a continuing nature imposed on you by this agreement.

7. Without prejudice to clause 8, the University's maximum aggregate liability for breach of this agreement whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £1,000
8. Nothing in this agreement shall exclude or in any way limit either party's liability for death or personal injury caused by its own negligence or either party's liability for fraud or fraudulent misrepresentation.
9. Without prejudice to clause 8 the University shall not be liable under this agreement for any loss of profit, loss of revenue, loss of business or indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
10. We may serve notices on you at the address above. You must serve notices on us at the following addresses: Press Officer (and a copy to the University Secretary) at Senate House, Tyndall Avenue, Bristol BS8 1TH. Notices shall be served in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address of the relevant party set out above. Notice given under this agreement shall not be validly served if sent by e-mail.
11. You must not without the prior written consent of the University assign, transfer, charge, sub-let or deal in any other manner with this agreement or Your rights or obligations under it nor hold them on trust for another, or purport to do any of the same, nor sub-contract any or all of Your obligations under this agreement.
12. The University shall not be liable to you for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond the University's reasonable control, for example fire, flood, industrial action.
13. The contractual arrangements created by this agreement are not intended to constitute or evidence the existence of a relationship of landlord and tenant between the parties or the existence of a partnership or joint venture between the parties. Neither of the parties is to do or say anything that might lead others to believe that a partnership exists and neither have authority to act in the name or on behalf of or otherwise bind the other in any way.
14. This agreement embodies the entire agreement between the parties about the subject matter of this agreement. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the University except as specifically stated in this agreement.
15. This agreement can only be modified by another written agreement, which must be signed by authorised signatories of each party.
16. If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.
17. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
18. 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 be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Special stipulations (if any):

Please signify your approval of, and agreement to, the above by signing and returning to us the enclosed copy of this letter.

Signed: R. B. Cottle
[On behalf of University]

Print name: Richard Cottle

Signed: A. Kolski-Andreaco
[On behalf of JoVE]

Print name: Aaron Kolski-Andreaco, PhD.