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FILMING AND PHOTOGRAPHY POLICY FOR NELSON MANDELA MUSEUM

The Nelson Mandela Museum houses some of the most significant and important visual material related to Nelson Mandela. This includes exhibitions that have incorporated contextual display of Nelson Mandela's gifts, still photographs, video material, the historical built environment and open air heritage in the form of physical evidence of the life and times of Nelson Mandela referring to the sliding stone. Some of this material is on loan and therefore the museum does not own its copyrights. The photography collection contains key images by some of the most influential photographers. In the museum one can delve into an amazing archive of information about the liberation struggle of South Africa and the life and times of Nelson Mandela.

The demand for Nelson Mandela Museum photographic and print material is increasing at an alarming rate that require caution due to exploitation and commercialization of the Nelson Mandela Name. Whilst on the other hand this could present marketing opportunities for the museum it should be understood that the photographic material of any nature and form forms part of the museum collection.

1. Purpose and objective of the policy

It will be the policy of Nelson Mandela Museum to allow filming and photography in all sites under its control. As the steward of these sites, held in trust for the benefit of the people of South Africa, the Nelson Mandela Museum has formulated the following policy and guidelines to manage all filming and photography activities.

These guidelines apply to all filming and photography activities conducted on property owned or controlled by Nelson Mandela Museum, to:

- 2.1 Encourage the taking and use of photography material of the Nelson Mandela Museum collections and buildings for recreational, educational, research, and museum marketing purposes.
- 2.2 Protect the museums' collections from damage. The museum has items on loan that are on display and if they are still in copyright they cannot be reproduced in any form without permission from the copyright holder. Even if the items are out of copyright, there might be conditions attached to the contract of items loaned to the Museum and if these were not adhered to the Museum would be in breach of contract and could face legal action.
- 2.3 Protect the museums' collections from copyright violations.
- 2.4 Protect the privacy, safety and comfort of visitors to the museums.
- 2.5 Prevent breach of security where potential intruders could pose as innocent visitors whilst taking photographs that might jeopardize the security of the buildings or vulnerable items.
- 2.6 Prevent loss of copyright revenue and loss of commercial loss whereby photographs taken without the museum permission could be used for commercial projects.

3 Acquisition of filming & Photography Permit

Filming and photographing on Museum property will be permitted only by securing permission in writing through the Marketing and Communications Department prior to arrival. A member of the Security and Communications staff must accompany film crews at all times while on Museum property. Permits will

be granted to accredited media only on presentation of press cards. Verification will be done when necessary.

4 Permit Guidelines

The type of filming and photography that require permit will include, but not limited to, documentaries, public service announcements, promotional pieces, student research, commercial use.

No permit will be required for breaking news coverage by print and broadcast news media however permit will be required for other news media including magazines, editorials, features, live broadcast not intended to cover breaking news. Delayed broadcast programs will require permit.

Certain permit conditions may be waived if the project is being completed in conjunction with the Nelson Mandela Museum as a partner, or the Nelson Mandela Museum realizes a direct marketing benefit. Even if the permit requirement is waived, insurance requirements must be met.

The mission of the Nelson Mandela Museum is to collect, preserve, interpret, and share resources associated to Nelson Mandela and to educate the public by providing access to historic resources associated to Nelson Mandela.

Applications

All applications for filming in Nelson Mandela Museum sites must be made at least 14 days prior to the expected beginning date. Major motion pictures may require a longer application period due to the complexity of analyzing the impact of the project. An application request does not ensure that a permit will be granted. If issued, a permit is not assignable or transferable to any other

person or entity. Any changes must be made and approved in writing and agreed upon by the Nelson Mandela Museum authorized person.

Prohibited activities

Only Nelson Mandela museum staff is authorized to move, touch, clean, or in any way alter artifacts, structures, exhibitions and buildings. Some activities are incompatible with the duty of the Nelson Mandela Museum to protect its resources and the safety of its staff and visitors. Prohibited activities are those that

- alter, damage, or remove any resource for any reason.
- involve aerial filming.
- involve any smoking in buildings.
- include any nudity.
- use any type of pyrotechnics.
- Non compliance with the filming and photography policy.
- Non compliance with the museum rules.
- All filming and photography will be conducted without disrupting museum operations or limiting the accessibility to exhibitions, entrances/exits, areas or other locations of interest to museum visitors.

Restricted Activities

Given the potential for damage to resources or harm to visitors, staff, and crew, the following activities and equipment must be approved in advance on a case-by-case basis. Approval will depend upon the specific location, time of year, time of day, and other factors particular to each site and each project. When completing the permit application form, provide as much detailed

information as possible about the use of the following restricted activities and equipment:

- Use of minors
- Use of animals
- Discharge of ammunition and weapons
- Use of vehicles off established parking areas
- Stunts
- Loud or amplified music or sounds
- Large sets and props
- Fire
- Filming inside Nelson Mandela Museum work areas
- Foggers
- Large crowd scenes of more than ten people
- Generators
- Large or heavy vehicles

The permit holder is required to adhere to all South African legislations/Regulations and statutes including safety, fire, and vehicle operation. Nelson Mandela Museum sites and collection is widely valued as irreplaceable resources that contribute to the South African Heritage, economy, and who we are as South Africans. The Nelson Mandela Museum work with citizens, individually or in groups, to collect, preserve, and disseminate South African liberation history so that the current and future generations will possess a greater understanding and appreciation of our shared heritage in all its variations.

5 Principles

5.1 Visitors to the museum

Photography of the interior and exterior of museum buildings is permitted for private, non-commercial use. Photographs cannot be published, sold, reproduced, transferred, distributed, or otherwise commercially exploited in any manner whatsoever. Photography of museum staff or of museum visitors is expressly forbidden unless the permission of those to be photographed has been obtained.

5.2. Student photography

Student photography is carried out to educate those learning photographic methods. A letter certifying that the person or group is filming to satisfy a specific course requirement is required. Depending upon the complexity of the student project, certain permit requirements may be waived. The insurance requirement cannot be waived. Because students may find it difficult to obtain insurance, the permit may be issued to the school providing the insurance.

5.3. Members of the media

Representatives of the media may photograph or film within designated areas of a museum for the purpose of news coverage, provided that their request to do so has been made in writing and approved by an authorized member of the museum in consultation with the CEO prior to their arrival at the museum in line with the guidelines as set out in clause 5.

5.4. External bodies wishing to use images for commercial purposes

Commercial and special photography requests must be made in writing at least two weeks in advance to the SM Marketing. If requests are approved, they will be authorized by SM in consultation with the CEO two weeks prior to the start of photography and the authorization communicated by SM to the Security Manager. Fees for all filming and photography intended for commercial purposes will apply.

Filming and photography that is scheduled to occur outside normal business hours may be considered a special event and, if so, additional fees will apply. Before the material captured goes to the public for commercial purposes it should again be approved by the SMM to see if there are no offences that might have a negative impact to the Museum.

5.5. Research and non-profit organisations

Requests must be made at least two weeks in writing in advance to SM. If requests are approved, they will be authorized by SM in consultation with CEO two weeks prior to the start of photography and the authorization communicated by SM to the Security Manager. The use of authorized photography in publications must be approved in advance by SMM or, in some instances, SMP. A credit line "Courtesy of Nelson Mandela Museum must be inserted whenever an image is used. Permission for publication is given by SMM on one-time basis only. Permission must be sought again if there is an intention to use the same image again in another publication.

6. Insurance, Liability & Indemnity Insurance

6.1. Insurance

Occurrence-type general liability insurance is required for any filming activity requiring a permit. An insurance certificate proving coverage must identify the production company by name and business address. The Nelson Mandela Museum must be named "additional insured" on the certificate. A copy of the certificate of insurance must be attached to the filming permit application when it is submitted for consideration. A request for a filming and photography permit may be denied if there is inadequate proof of insurance. Personal or homeowners liability insurance is not acceptable. The amount of coverable will be determined by market related price and standards applicable at that particular time. As stated in the student photography section, because students may find it difficult to obtain insurance, the permit may be issued to the school providing the insurance.

6.2. Liability

If a permit is granted, the permit holder agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to physical injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of Nelson Mandela Museum) resulting from the negligence or misconduct of permit holder, its employees, agents, contractors, or subcontractors in the performance under the permit.

6.3. Indemnity

The permit holder uses all facilities at its own risk and agrees to indemnify and hold harmless the Nelson Mandela Museum, employees, and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the Nelson Mandela Museum.

6.4. Performance Bond

After evaluation of the permit application, a refundable performance bond may be required for projects that have a high potential for resource damage. The bond amount will be determined by estimating costs of monitoring and potential restoration. The bond or its remainder will be released when on-site historic site or museum staff have determined that the project is complete and any necessary clean-up and restoration is finalized.

7. Supervision

All filming and photography and related activities requiring a permit must be supervised by a Nelson Mandela Museum employee or agent designated to monitor. The degree of monitoring and number of monitors required will be determined by the Nelson Mandela Museum after analyzing the size and complexity of the proposed project. This monitoring may incur overtime and other costs that must be paid by the permit holder. A permit may be denied if the supervisory requirements for the proposed project will place unreasonable burdens on staff, regardless of the applicant's willingness or ability to pay.

8. Script

A copy of the script and detailed treatment of all activity to be conducted at Nelson Mandela Museum sites must be submitted in advance with the filming and photography permit application to determine the scope of the project, operational impact, and the likelihood of resource damage. The script and treatment will be used only for permit evaluation and will be kept confidential.

9. Nelson Mandela Museum Equipment and clean up services

Nelson Mandela Museum equipment **is not available for loan or rent**. All areas impacted by the project are to be cleared of all equipment and trash and returned to original condition to the satisfaction of Nelson Mandela Museum staff. All trash and debris must be removed and disposed of at the end of each day of the project. No Nelson Mandela Museum trash receptacles may be used. It is the responsibility of the permit holder to notify all of its contractors and subcontractors of the clean-up rules.

10. Credit Line & Logo

The suggested format for credit lines is:

(Nelson Mandela Museum; Mthatha; Eastern Cape; South Africa)
Written permission from the CEO of Nelson Mandela Museum is required for use of the Nelson Mandela Museum logo. Incidental filming of the logo, such as on an employee uniform, a museum vehicle, or on a Nelson Mandela Museum sign, is acceptable.

11. Copyright

The Nelson Mandela Museum makes no representation as to the ownership of any materials or associated intellectual property rights in any of the Nelson Mandela Museum sites. Certain materials may be protected by copyright or other right controlled by a third party. The permit holder assumes all responsibility

for determining these rights and obtaining all necessary permissions. This permit shall be governed by the laws and copyright laws of South Africa.

12. Documentation

The permit holder must furnish to the Nelson Mandela Museum a complete copy of the finished project for archival purposes. The Nelson Mandela Museum reserves the right to document, through filming, photography, or any other means it deems appropriate, any project conducted on property it owns or controls.

13. Termination

Permits may be terminated with little notice in the case of unforeseen emergencies, disasters, or events both natural and man-made. The return of unused fees will be made on a case-by-case basis. Non-compliance with any permit condition or making false or misleading statements to obtain a permit will result in revocation of the permit and suspension or termination of activities at any time, with no notice, no liability, and no refund of fees. The Nelson Mandela Museum is not responsible for any inaccurate information provided by location scouts or their representatives.

14. Additional Requirements

The Nelson Mandela Museum reserves the right to add any additional requirements and guidelines to the permit necessary to protect resources and ensure safety. Requests to substantially alter or amend the policy for especially large or complex projects must be approved in advance by the Nelson Mandela Museum Board of Trustees.

15. Ordering images

Requests to order photographs, slides and high resolution digital images in the Nelson Mandela Museum Collections are also welcome. The Nelson Mandela Museum has images of all its collection.

- 15.1. Orders can be made for high resolution versions of our images burnt to a CD-ROM (please specify the resolution you require). If you wish to publish, reproduce or broadcast a photograph of any object, you must first obtain written permission.
- 15.2. For more details, please visit the museum website and download the photographic order form, giving full details of the publication or broadcast, and of the objects you wish to reproduce. Subsequently you can either email it to us or fax it.
- 15.3. We also need to know your payment details, which can be made via international bank transfer.. For more details, please contact us.
- 15.4. Additionally, it is helpful to know whether you would require a hard copy of the invoice or simply an email.
- 15.5. Finally, please let us know when you need the photographs by, taking into account that it takes two to three weeks for us to process the order. Reproduction fees will be charged with your order.

16. Fees

Hourly and daily fees are listed below. The daily rates are for a 12-hour day. The hourly fee will be charged, in full-hour increments, after 12 hours. Higher fees will be negotiated for all project types (commercial, not for profit, and student), if it is determined that the proposed undertaking will cause an exceptional degree of disruption or potential for harm to the museum. For example, use of the entire site in Qunu will cause exceptional disruption and will require substantially higher fees. As noted under Supervision, full reimbursement to Nelson Mandela Museum will be required for project monitors, additional staff time necessary to accommodate the project, overtime, and any other costs incurred by Nelson

Mandela museum because of the project. Fees must be paid in advance and are due at least five days before filming begins. They are to be paid by certified check or money order.

17. Rates

Standard minimum charge for filming is R2500.00 per hour plus VAT; more if special arrangements need to be made. Please contact the relevant museum staff or phone 27(0)47 532 5110 or email to mandelamuseum2@intekom.co.za to discuss your requirements.

When it comes to **ordering photographs**, there are various formats available. Please either print out or email a completed photographic order form.

17.1 Digital

High resolution digital images can be supplied for every single object. (an online catalogue is available for the Nelson Mandela Museum. See www.mandelamuseum.org.za for details). You can order higher resolution versions of the images burnt to a CD-ROM (please specify the resolution you require). The cost is ranging from R120**per image** that excludes packaging and postage. Purchasing digital images on a CD-ROM is the quickest method of acquiring object images. Please note that we do not email high-resolution images due to their size.

17.2 Prints

Alternatively, you may wish to order a website image as a print, in colour or black and white, and in various sizes. Below you will find a guide to size and price (digital image). In addition you may require an object to be photographed from a specific angle or in more detail. This can be requested, but higher costs will be solicited. Please contact each individual museum and collection for particular prices.

| | |
|---|-----------------------|
| Black & White / Colour (size in cms) | Existing Image |
|---|-----------------------|

| | |
|--|---------|
| 7.5 x 12.5 | R120.00 |
| 10 x 12.5 | R |
| 12.5 x 17.5 | R |
| 15 x 20 | R |
| 20 x 25 | R |
| The sizes here are listed as a guide. Other sizes are available on request. | |

17.3 Reproduction Fees

If you wish to publish, reproduce or broadcast a photograph of any object, you must first obtain written permission. Please write to the museum ([See Contacts](#)) or complete a photographic order form, giving full details of the publication or broadcast, and of the objects you wish to reproduce. Reproduction fees are normally charged on all uses of images, except in **scholarly journals** and **books**. General guidance on charges is given below. All **fees are subject to VAT at 14%** within the Nelson Mandela Museum. Rights in perpetuity are not granted. All photographs of individual objects must be captioned with their museum number, and all photographs must be credited as follows: *Copyright: (Nelson Mandela Museum. In* relation to the Arts Collections, please present in addition the caption information supplied with the photography.

18 GLOSSARY

- 18.1. Copyright:** a set of exclusive rights regulating the use of a particular expression of an idea or information. At its most general, it is literally "the right to copy" an original creation. In most cases, these rights are of limited duration.
- 18.2. Photography:** all forms of photography including still and video photography using any form of digital and non-digital video and still cameras, mobile phones, etc.
- 18.3. Publication:** the distribution of copies, whether in printed or electronic or any other format, to the general public with the consent of the author.
- 18.4. Special photography:** photography requested by parties that is in the interest of Nelson Mandela Museum, for instance National Department of Arts & Culture, Television, SA and Eastern Cape Tourism Authority and Nelson Mandela Museum primary stakeholders.

ANEXTURE 1

Terms & Conditions

1. Nelson Mandela Museum reserves the right to refuse to supply photographs or to withhold reproduction rights without explanation.
2. Customers wishing to reproduce images are advised that they will be liable to a reproduction fee which is payable at the time of reproduction. Customers are advised to get a quotation for reproduction fees before placing an order for photography.
3. All images are protected by National & international copyright law and remain the copyright of Nelson Mandela Museum or individual museum/institution in the case of objects on loan, and can only be used with their permission, for which a fee may be charged. Images cannot be passed on to a third party without permission.
4. All photographs must be credited with the following copyright notice: "Copyright (Nelson Mandela Museum) or any other party that loaned the museum if it agrees therefore.
5. All TV, film and other images representing Nelson Mandela Museum must be acknowledged in the following way: "With thanks to the Nelson Mandela Museum".
6. Copies of any articles or publications resulting from images representing Nelson Mandela Museum to be supplied to the Museum for its archives.
7. The Nelson Mandela Museum holds no responsibility and certain fee will be deducted on cancellation on the order.

ANEXTURE 2

Nelson Mandela Museum Filming Contract

Agreement dated(*date*)

Under this agreement made between Nelson Mandela Museum and *insert name of company* shall be entitled to use those parts of the premises that are shown in the Schedule to this Agreement ('the schedule') for the purposes of filming and/or recording and taking still photographs of the premises in connection with the production entitled *insert working title*

1. The premises shall be available at the time(s) and date(s) shown in the schedule. The company shall be entitled, with the written agreement of the museum, to extend the period of return at a later date to complete the work at terms no less favourable than those contained should the work herein described not be completed.
2. The company has provided written details of the use to be made of the premises and the Nelson Mandela Museum gives consent to the filming and will raise no objections to the premises being featured in the production.
3. The company shall not, except with the express written permission of the Nelson Mandela Museum, make decorative alterations to the premises. Any parts of the premises for which agreement has been given to be so altered shall be properly reinstated to the conditions they were prior to alteration by the company at the company's expense.
4. The company agrees to use the film and/or tape and still photographs solely for purposes in connection with the production indicated above,

and, accordingly, the company shall be entitled but not obliged to use such film, tape and still photographs in all formats and all media throughout the world for the purposes of publishing, advertising, and exploiting the production.

5. Subject to the provision of 5) above the Nelson Mandela Museum agrees that the company shall own all rights to the film.
6. The company herein accepts that its use of the premises is entirely at the company's risk and that Nelson Mandela Museum will not be liable for any incident arising out of the use of the premises by the company, save to the extent that such incident is caused by the negligence, omission or default of Nelson Mandela Museum or any person for whom the Nelson Mandela Museum is responsible in law.
7. The following special condition shall apply:
 - Smoking, eating and drinking are not permitted within the Nelson Mandela Museum collection.
 - Any time on the premises in excess of those shown in the schedule will be charged at the rate of R2500 (plus VAT) per hour or part thereof.
8. The company shall conduct all its activities whilst on the premises in accordance with the requirements of the Health and Safety at Work etc **Act** and shall exercise all reasonable care to ensure the safety and security of the company's personnel while on the premises.
9. The company shall indemnify the Nelson Mandela Museum to a minimum of R..... (against any liability loss claim or proceedings arising under statute or common law in respect of personal injury and/or loss or damage to the premises caused by negligence, omission or default of the company or any person for whom the company is responsible in law.
10. In connection with the company's use of the premises and the rights granted to the company hereunder, the company agrees to pay Nelson

Mandela Museum a facility fee in the sum of R2500.00 per hour plus VAT from.....(*time and date*)

11. The Nelson Mandela Museum agrees, warrants and undertakes that

- It is fully empowered and authorised to grant this license; and
- It will not make any disclosure or supply any information or photograph or any other material to any third part (other than as required by law) regarding the production of the company's activities hereunder.

Signed on behalf of
Nelson Mandela Museum

Agreed and accepted on
behalf of

.....
(*name of company*)

.....

.....

Name

Name

Collection

Company

SCHEDULE TO FILMING CONTRACT

1. The areas of the Nelson Mandela Museum comprising the "Premises" under the agreement between the Nelson Mandela Museum and(*name of company*) are as follows:

.....

AREAS COMPANY CAN FILM IN

2. The Company should note that the Nelson Mandela Museum will still remain open to the public and that the Company will not have sole use of the Premises.

3. Filming will be undertaken on: **DATE AND TIME OF FILMING**