

## **Commercial Photography and Filming at the Very Large Array**

**The Karl G. Jansky Very Large Array (VLA)** is one of the world's premier facilities for studying the Universe and the huge variety of objects that make it up. The VLA is a cutting-edge, state-of-the-art tool for advanced astrophysical research. Scientists from around the world compete for the opportunity to use the VLA for their research projects. Observing time on the VLA is extremely valuable to scientists and is highly-sought for studies covering nearly the entire gamut of specialties in astronomy and astrophysics. The VLA operates 24 hours per day, seven days per week.

The VLA, a facility of the **National Radio Astronomy Observatory (NRAO)**, was built and is operated for the purpose of scientific research. We can accommodate commercial photography and filming only when that can be done without impacting our scientific mission. Because of the technical nature of the VLA and the small size of our staff, opportunities for filming can be quite limited. Advance planning and extensive coordination with our staff are prerequisites for any filming activity.

### **WHAT IS "COMMERCIAL"?**

Any filming or photography done by a commercial or professional entity, or that is done by anyone, amateur or professional, from areas not authorized for general-public tourists or outside the hours authorized for general-public tourists is considered to be "commercial," and must be approved in advance. The areas authorized for general-public tourists are restricted to the VLA Visitor Center and to the marked outdoor walking tour. Access to non-tourist areas or during hours not open to tourists will be denied to anyone appearing without advance permission. The conditions for obtaining approval include completing the application process specified in this document, payment of fees, coordinating the schedule and the locations with the observatory, clearing the use of all electronic equipment, providing a Certificate of Insurance, and others, and are outlined in this document.

### **DEFINITIONS**

In this document, the term "crew" includes all paid or volunteer support staff, technicians, administrators, actors, directors and any other persons recruited or employed by the person, company or entity executing this agreement with NRAO. "Production" or "Production Company" includes the company or entity responsible for the film or video production or photography shoot. "Filming" and "photography" include all image-recording activities including still and motion-picture photography, videography, and all digital and analog means of acquiring images and sound. "Observatory" and "NRAO" mean the National Radio Astronomy Observatory.

## **PRODUCTION REQUIREMENTS : APPLICATION PROCEDURE**

- 1. Submit Completed and Signed Filming/Photography Proposal Form .** Please be as detailed, complete, and timely as possible. Include a copy of this document, signed by an authorized representative of the production company.
- 2. Provide point of contact .** The production company should designate a single point of contact for all planning associated with the production shoot. This person will be the main point of contact with Observatory staff and responsible for coordinating all production activities throughout their respective organization and those employed for the shoot. If the production company fails to designate such a person, or if the designated person is unable to provide necessary coordination, the Observatory reserves the right to cancel the production shoot.
- 3. Obtain script approval.** Submit all required materials as described below, under "Rules and Procedures" to obtain approval of the production's content and portrayal of the Observatory.
- 4. Coordinate All Details in Advance with Observatory Staff.** While our Operations staff coordinates production shoot planning and monitoring, their primary responsibility is to run the Observatory for scientific research. The more advance notice, coordination, and cooperation you provide in defining the details of your planned production shoot, the better we are able to assist. The production company should document specific plans – locations, timelines, parking plan and equipment – and submit them to Observatory staff for review and approval. The more detailed you can be, the faster we will be able to respond.
- 5. Provide equipment data.** Provide complete technical information, as described below, under "Rules and Procedures," about all electronic equipment to be brought to the VLA site. If necessary, provide specific equipment for testing. To prevent radio interference that can disrupt the Observatory's operations and severely damage sensitive equipment, only equipment approved by NRAO may be brought to the VLA site.
- 6. Reserve date(s).** In coordination with the observatory's staff, reserve specific dates for the production. Reserve the dates as far in advance as possible. Reservation must be made at least two weeks in advance, but that is an absolute minimum.
- 7. Provide certificate of insurance.** Provide the certificate of insurance as described below, under "Rules and Procedures."
- 8. Pay all Fees.** In order to reserve production dates, a deposit of 20 percent of the Location Fee is required. This deposit is not refundable. The remainder of the Location Fee is payable prior to the start of any filming or production activity. The anticipated total of the Staff Escort Fee also is payable in advance, with any additional Staff Escort Fee payable immediately upon completion of the production. As described below, incidental expenses will be billed by NRAO to the production company.
- 9. Acknowledge and Follow all Observatory Rules.** The rest of this document lays out the rules associated with a production shoot at the VLA. Signature of this document or the

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production proposal document binds all production staff to follow these rules at all times. Any exceptions to the rules must be approved in writing in advance by Observatory management.

### **RULES AND PROCEDURES**

#### **Priority**

Scientific observing with the VLA has absolute priority over photography and filming. We cannot permit filming or photography that competes with or disrupts observatory programs, displaces or interferes with observatory activities or maintenance, or imposes an unreasonable burden on observatory staff or facilities. VLA antennas cannot be moved or directed to accommodate photography.

#### **Radio interference**

The VLA is one of the world's most sensitive radio receiving systems. In order to perform its scientific mission, the VLA must be able to receive and process extremely faint radio waves coming from objects in space. The VLA is sensitive to radio signals many billions of times fainter than those in communication systems, and thus is vulnerable to harmful interference from numerous types of common electronic equipment. This includes equipment that intentionally transmits radio signals and also equipment that unintentionally or incidentally radiates radio signals.

Intentional radiators include two-way radios, cellular telephones, wireless microphones, microwave ovens, and any device that uses WiFi, Bluetooth, or any other wireless communication system.

Unintentional radiators include computers of all types, digital cameras (both still and video), electronic games, power generators, etc. Any device that incorporates a microprocessor can potentially cause harmful interference to the VLA.

To prevent interference to the VLA, producers must provide complete technical information on all electronic equipment they propose to bring to the VLA. This information will be reviewed by the NRAO engineering staff. It may be necessary for the production company to provide specific equipment in advance of filming for testing by the NRAO engineering staff. Only equipment approved by NRAO may be used at the VLA. It may be necessary to impose limitations on the use of some equipment, such as limiting the hours of usage or restricting usage to certain distances from any VLA antenna. Radio emissions at the VLA site will be monitored by NRAO staff, and any equipment found to be causing interference must be turned off immediately and its use discontinued.

Because of these restrictions, some productions may be possible only during limited periods of time when the VLA is not performing astronomical observations.

#### **Safety**

Film crews must obey all NRAO safety rules and regulations. A conference with the NRAO Safety Officer may be required prior to the start of filming. A copy of the NRAO-NM Safety Manual will be provided upon request. Where the film company's and NRAO's safety rules

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conflict, the more stringent rules will apply. The NRAO operates a Fire Brigade and an EMT squad, but these are available only during normal working hours. For emergency assistance at any time, dial 7180 on any VLA telephone. Hardhat protection is required within 100 feet of an antenna and inside the Antenna Assembly Building. In other areas, additional protection, such as for eyes and ears, may be required. When driving in the vicinity of the VLA, be careful to avoid striking livestock.

All filming equipment shall be set up in a manner that does not create safety hazards. Film crews must ensure that the placement of such equipment does not result in tripping hazards, fire hazards, blocked exits, or other safety concerns. All equipment and machinery must be used in accordance with approved safety procedures. Cones, caution tape, or other warning devices must be used wherever needed to restrict access in dangerous areas.

No aspect or procedure of the production may generate hazardous waste. Creation of hazardous waste will result in immediate cancellation of the production, with no refund of any fees.

The VLA is located at a remote, high-altitude (7,000 feet) desert site, and visitors must be aware of and accept the risks of hazards including but not limited to thin air, cold, heat, wind, lightning and rattlesnakes. Medical assistance at the VLA site is limited to first aid and outside response to emergencies may require as much as 1-2 hours.

The ranch land surrounding the VLA is all privately owned. When driving along the arms of the VLA, all personnel must stay on designated access roads. If you must open a gate, close it behind you. To use private property for either ground or aerial photography or to gain access to such property, arrangements must be made directly with the individual landowner.

### **Conditions of Access**

The production company must provide information about the production, the types of scenes to be filmed at the VLA, and how the VLA and NRAO will be portrayed in the production. This may require submitting the script, storyboards, or other documentation. The production cannot misrepresent the Observatory, its mission, or its personnel in a harmful, fraudulent, or degrading way or that portrays the Observatory in a negative manner. The production cannot in any way imply the endorsement of NRAO, the National Science Foundation, or the U.S. Government of any product or service. Scripts can be rejected on the basis of the above considerations, or on grounds relating to the nature or content of the production. The decision of the Observatory about the appropriateness of any production will be final. The Observatory shall have the right to review in advance and approve all advertising, promotional or marketing materials which use the Observatory's name, symbols, identifiable buildings or landmarks, logos or other trademarks or images.

Access is non-exclusive to the film crew. NRAO staff will conduct normal activities during filming and will exercise any access required for maintenance or emergency purposes. The Visitor Center will remain open for its normal hours (8.30 a.m. until sunset) and public visitors will be permitted to use the VLA Walking Tour.

Observatory staff may not sign non-disclosure agreements, except under very limited

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circumstances that must be reviewed and approved by NRAO management in advance.

Release forms may be signed only by designated Observatory officers, and must be reviewed and approved in advance.

Full payment of all fees is due prior to the start of filming activity.

NRAO staff escorts are required. The NRAO staff members will remain with the film crew at all times, and will not leave the filming location regardless of sound, lighting, or dramatic needs of the film crew. The NRAO staff member has absolute authority to regulate filming activities to ensure compliance with safety rules and to protect the facilities, equipment and operations of the observatory.

The film crew must obtain advance permission to move and park vehicles at the VLA site. Parking in fire lanes and other sensitive areas is not permitted.

Access for filming does not permit the filming crew to move observatory equipment or exhibits, or to modify any existing floor, walls, ceiling, equipment or landscaping, including drilling of holes for brackets or cable runs. Non-permanent changes such as moving portable equipment or exhibits may be done at the discretion of the observatory staff.

All observatory equipment is to be handled only by observatory staff or, at the discretion of the observatory, under direct supervision of observatory staff. Observatory staff will not handle, move or store crew equipment.

Access by the film crew to electrical outlets will be provided up to a safe amperage load, based on the capacity of observatory circuits. The film crew must not use observatory power without prior consultation and permission of an attending NRAO staff member. Excess power requirements must be provided by the crew through use of NRAO-approved generators at the expense of the crew. Generators powered by gasoline engines are not permitted. Diesel-powered generators may be used with prior NRAO approval.

Bathroom or warmroom facilities are available to crew members only during public hours in which they may enter as part of the public. Any additional access must be arranged in advance and will incur additional fees.

No overnight accommodations or meals are available at the VLA site. Food and beverages are not allowed in the Visitor Center or near observatory equipment. Such items are allowed outdoors and in indoor areas designated by attending observatory staff members. Smoking is prohibited in all indoor areas on NRAO property. NRAO telephones may be used for non-emergency purposes only by prior arrangement with observatory staff.

If caterers are used, production company and the caterers must provide all equipment and facilities necessary for food preparation. Caterers must obtain all required permits from state and local authorities. Food preparation and consumption shall be confined to areas designated by NRAO staff. All trash must be disposed of properly following meals. Caterers must remove all food service garbage. All provisions of the above section on **Radio Interference** apply to caterers. All electrical or electronic equipment brought to the VLA must be approved by NRAO staff.

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All catering, craft service, construction, strike and personal trash must be removed from the VLA site at the production company's expense.

Any animals to be used in the filming process shall be under the control of qualified personnel at all times.

If necessary, private security is to be provided at the production company's sole cost and expense.

On-camera appearances by NRAO employees are allowed only with approval of Observatory management. For such appearances, the employee must be selected and/or approved by NRAO management and depicted performing his or her normal duties or serving as a subject matter expert. The employee's appearance must support NRAO goals and have a beneficial effect for the Observatory. The employee is paid by NRAO as part of his or her regular working hours. At the Observatory's discretion, the production company will reimburse the Observatory for this cost, including time necessary for preparing/researching for the appearance as part of the recovery of incidental expenses. If the filming requires overtime or back filling of positions, the Observatory will be reimbursed for any such additional costs. NRAO employees cannot sign talent or location releases supplied by production companies without prior approval by NRAO management.

The production company is responsible for the actions of all crew members. All crew and talent must comply with all requests or instructions of NRAO staff. Personnel in any way connected with the production can be ejected from the premises for behavior that is deemed unsafe, disruptive, or offensive. Violation of rules of access or safety rules or other potentially disruptive or dangerous behavior by crew members may result in immediate cessation of all access privileges by attending observatory staff members. Fees will not be refunded or prorated in such instances.

### **Use of Aircraft Over the VLA Site**

In order to avoid presenting hazards to persons or property on the surface, no aircraft, including helicopters, may operate below 500 feet above ground level in airspace above NRAO property. No aircraft may approach closer than 500 feet to any VLA antenna. Aircraft must obey all FAA rules and regulations. Violations will be reported to the FAA.

Helicopters may land only in areas designated and marked by NRAO. When approaching or departing from a designated landing zone or at any other time, the helicopter must not fly within 500 feet of any VLA antenna.

With the exception of aircraft radios used for communication with air traffic control facilities and with other aircraft for safety, all radio transmitters aboard aircraft flown over the VLA must comply with the requirements specified in this document to avoid interference to VLA receiving systems. This includes, but is not limited to, any data downlinks or communication systems used for coordination of the filming activity. This restriction applies to all aircraft, manned or unmanned, including all drones.

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### **Liability**

The production company shall indemnify, defend and hold harmless the National Radio Astronomy Observatory, Associated Universities, Inc., National Science Foundation, the U.S. Government and all of their officials, officers, employees or agents (collectively the "indemnities") for any and all claims arising out of or incidental to their visit to the NRAO. Production company agrees to indemnify and hold the observatory and its officers, agents and employees harmless from any and all claims, demands, lawsuits, actions of any kind, damages, judgments, amounts paid in settlement, costs and expenses (including attorney's fees), which may be incurred or arise out of the production company's exercise of the permission granted or from any of the production company's activities related thereto.

The production company certifies they have maintained at their sole expense insurance governing this risk, including their liability to the above-named entities, and must provide a certificate of general and vehicle liability insurance covering the dates of all visits for photography, filming, scouting, preparation, etc. The insurance must have minimum limits of \$1,000,000/\$2,000,000 for bodily injury liability and \$500,000 for property damage in the comprehensive policy form. The certificate shall name Associated Universities, Inc., and the U.S. Government as additional insured. Such certificate must be provided before gaining access to NRAO facilities.

The production company shall be fully responsible for any damages to observatory facilities, grounds, exhibits or equipment caused by the negligence or willful misconduct of production company and its employees. All observatory property and facilities used in the production shall be restored by the production company to the same or better condition as when they were made available for the company's use. The production company will be held responsible for such restoration.

The production company will avoid any activity that may cause property damage or bodily injury. Failure at any time to act in such a manner will be grounds for the Observatory to terminate the production shoot. In the unlikely event of property damage or bodily injury, the production company will be liable for associated cost. The funding and timely completion of the repair, to the specification of the Observatory's technical staff is the responsibility of the production company.

The production company acknowledges it will use NRAO facilities at its own risk and expressly waives any right to make or prosecute claims or demands against the Observatory for any loss, injury or damage which the Production company may sustain by virtue of the exercise of the permission granted or by reason of any defect, deficiency or impairment which may occur from time to time from any cause.

### **Cancellations or Reductions in Period of Access**

The National Radio Astronomy Observatory reserves the right to cancel or reduce the period of access due to natural causes such as lightning, high winds, other adverse weather conditions, brush fires, etc. In case of cancellation by observatory staff, the access fee will be refunded. If, once setup or filming has begun, a session is reduced in length due to these or other natural or manmade conditions, fees will be returned on a prorated basis but the deposit

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will be retained by the observatory. The observatory shall not be liable for any other costs incurred by the crew, production company, or associated sponsors associated with unavoidable conditions. In any case, the film company shall reimburse the observatory for actual costs incurred in connection with production company's use of the premises for the purposes herein permitted.

### **PRODUCTION FEES**

**Location Fee** – The minimum location fee for any production is \$10,000 per day or any portion thereof. This minimum is for a single-crew production shooting only exterior shots, and presenting minimal impact on Observatory staff and resources. Larger or more extensive productions will require a significantly larger Location Fee.

**Staff Escort Fee** – A minimum of two Observatory staff members must accompany the production crew at all times while on Observatory property. The fee for these escorts is \$300 per person, per 8-hour shift or any portion thereof.

**Incidental Expenses** – Any additional costs incurred by the observatory in support of the filming activity must be reimbursed by the film company. Such costs may include labor, materials, use of observatory equipment, vehicles, facilities, etc. Any support by NRAO personnel beyond the general escort service described above must be reimbursed. Such additional support must be agreed upon in advance by the film company and the observatory in writing. This cost reimbursement also is in addition to the location fees and staff escort fees mentioned above. The film company must agree to pay these incurred costs upon presentation of an invoice by NRAO.

**Deposits** – A nonrefundable deposit of 20 percent of the Location Fee is required to reserve production dates.

### **Exemptions to the Fee Schedule**

**News Media:** Bona fide and credentialed news media wishing to report from or on the Observatory or interview Observatory staff members are exempt from fees. News media must coordinate their activities with the Observatory staff. Requests for interviews with any staff member must be made through the Observatory Public Information Officer.

**Educational Programming:** Any bona fide educational production which enhances the image of NRAO, is related substantively to the Observatory's mission and resources, and informs a wide audience regarding these topics may be exempted from Observatory usage fees. In addition, any commercial production in which the Observatory's operations and programming are specifically presented to a wide audience, or that the observatory determines will significantly advance the observatory's own educational or public-outreach goals may be exempted from Observatory usage fees.

The National Radio Astronomy Observatory reserves the right to grant limited access, waive fees or modify the above conditions in individual cases when deemed in the best interests of the observatory. Any exceptions or waivers are at the sole discretion of the Observatory.

**ACCEPTANCE OF CONDITIONS**

By its signature below, the production company agrees to indemnify, protect, defend (with counsel acceptable to the Observatory) and hold harmless the National Radio Astronomy Observatory, Associated Universities, Inc., the National Science Foundation, the U.S. Government, and all their officers, employees, attorneys and agents, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including taxes, special charges by others, for loss, injury, damage to person or property in whatever form, claims and demands for damages or loss for infringement of copyright, for libel and slander, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "losses") arising, directly or indirectly, in whole or in part, out of the filming and related activities performed by film maker, its agents, employees, and/or representatives at the VLA.

The signature of the photographer(s) or a representative of the production company constitutes acceptance by that company and all its officers, employees and agents of all the above conditions and also constitutes an agreement to abide by the provisions of this document.

Signature

Date

Title

Company

Accepted By:

Date

AUI/NRAO Authorized Signature