

## Permit Special Conditions for Film/Photography Activities

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### *Papahānaumokuākea Marine National Monument*

**Permittee:**

**Permit Number:**

Papahānaumokuākea Marine National Monument (“PMNM” or “Monument”) and World Heritage Site is the single largest conservation area under the U.S. flag, and one of the largest marine conservation areas in the world. It encompasses nearly 582,000 square miles of the Pacific Ocean (~1,500,000 square kilometers) – an area *400 times larger than Yosemite National Park and more than 28 times larger than all the country's national parks combined.*

The Northwestern Hawaiian Islands have been protected in some form for more than 100 years. The islands are home to the critically endangered Hawaiian monk seal and provide nesting area for over 95% of all threatened Hawaiian green turtles. Over 14 million seabirds nest here and it is the only place in the world that four endangered land birds live. Over a quarter of all the marine species in the islands are endemic (found nowhere else on Earth), and in the Northern most atoll (Kure Atoll) researchers have documented 100% of all fish observed are endemics at mesophotic depths – one of the highest rates of endemism on the planet. In addition, there are 140 recorded cultural sites and a range of artifacts representing Native Hawaiian connections to this place.

This is truly a one of a kind place, one which most people will never get to visit. To fulfill our duty to “bring the place to the people”, we work to conduct outreach and provide educational materials about the Monument and ocean issues in general, and in doing so, are continually in need of high quality, professional film, video and photos taken within the Monument.

**As part of these efforts, and to reduce the cumulative impacts of filming in the Monument, we require third party permittees (i.e. all non-comanaging agency personnel), as Permit General Terms and Conditions item #23 and #24 (as applicable), to agree to the following:**

1. The filmmaker/photographer agrees to provide the Monument with a copy of the **final produced product at no charge within three months** after the original air date, exhibition, public display, publishing, etc.
2. The filmmaker/photographer agrees to provide the Monument with copies of **footage/photos** taken in the Monument at no charge or cost for transfer time and according to the special conditions of the permit.
  - Special conditions may include, but are not limited to:
    - a) Requests for raw footage/photos, which means high quality, unedited footage/photos of all or selected sequences/shots by Monument staff to be used for education and outreach purposes.
    - b) Requests for “Original format” photos, which means that the footage will not be compressed, watermarked, time-stamp modified, or otherwise reduced in quality from the original format in which it was taken.
    - c) In the event that the footage/photos provided are of lesser quality than that which appears in the final product, the Monument reserves the right to request additional footage/photos that are of acceptable quality.
    - d) The filmmaker/photographer will provide the Monument with accompanying key-worded logs of the select raw footage/photos supplied, with particular detail provided for date, time, subject, and location of capture.

3. The filmmaker/photographer agrees that footage/photos may be used by Monument staff for **non-profit education, outreach, and management purposes** only (this includes - but is not limited to - informational brochures, reports, newsletters, websites, posters, videos, educational materials, exhibits, kiosks, seminar/workshop handouts, event promotion or leaflets, press kits, reports, etc.). This also includes use by the Monument as **B-roll footage provided to the media**. The filmmaker/photographer retains copyright of the imagery and the Monument will give proper credit to the filmmaker (please supply credit details) wherever possible.
4. If entities other than Monument staff wish to use or purchase the footage obtained in Papahānaumokuākea, Monument staff will direct them to the filmmaker/photographer directly for separate negotiations. Only imagery collected under a Special Ocean Use permit may be used to generate revenue or profits.
5. The filmmaker/photographer is **strongly encouraged** to submit the near-final product to the Monument before the air date, exhibition, public display, publication, etc. **for fact checking**. This is in the best interest of both the filmmaker and the Monument.
6. The filmmaker/photographer will **attend a pre-access briefing** prior to filming/photographing in the Monument. The pre-access briefing will be provided by Monument staff and include but is not limited to the following: permit briefing, cultural briefing, and education/communications briefing.

In addition, please provide the following:

- A copy of film script or treatment (if applicable)
- Name of program, anticipated air date, approximate number of viewers
- Exact specifications of the equipment to be used (camera type and model, capture media) as well as filming/photo resolution (e.g., 720p, 1080i, 4K)
- Identify who owns the copyright and usage rights to the film/photos. If other than the filmmaker/photographer, please provide proof of owner's agreement to these conditions. (i.e. Will the filmmaker/photographer own the footage/photos that are collected under this permit? Will the copyright and ownership remain with the filmmaker/photographer exclusively? If not, please clear the usage criteria outlined in these permit conditions with your partners/funders/co-owners, etc. and provide written verification)
- Describe process to evaluate potential impact from the project (e.g. expected audience for film/photography, public reaction, policy changes, distribution statistics for number of viewers).

If you have any questions about these film/photography special conditions, **please contact your permit coordinator**.