

DMC Television Studio Policies and Procedures

2020

The MaxxSouth Digital Media Center TV Studio facilities include the following: cameras, lighting, Clear-Com, audio mixing, microphones, set and props, video switching, tape roll-ins, teleprompter, and superimposed graphics.

Parties seeking to use the studio will need to reserve the facility at least two weeks in advance by contacting the studio manager.

Table of Contents

i. Section 1 - Introduction and Definitions	Page
1. Introduction	3
2. Definitions	3
ii. Section 2 – Studio Use	
1. Producer/Sponsor Responsibilities	4
2. Fair Use and Copyright	4
3. Limit of Use	4
4. Right of Refusal	5
5. Priority of Use	5
6. Time Allotment	5
7. Reservations	5
8. Cancelations	5
9. Content Ownership	5
10. Food and Drink	6
11. Storage of Videos	6
12. Post-Production	6
13. Termination of Use	6
14. Fees for Use	6
15. Acknowledgement of MaxxSouth Digital Media Center	6
iii. Section 3 - Certification, Training, and Assistance Provided	
1. Certification	7
2. Hands-on Training	7
3. Staffing the Studio	7
4. Staff Assistance	7
iv. Section 4 – Disciplinary Actions	
1. Disciplinary Actions	8
v. Section 5 – Policies Not All-Inclusive	
1. Policies Not All-Inclusive	9
vi. Section 6 – Procedures	10
1. Make a Reservation	10
2. Complete TV Studio Responsibility Form	11

Section One

Introduction and Definitions

- i. **Introduction** - The MaxSouth TV studio at the Digital Media Center was created in partnership with MaxSouth.
- ii. **Definitions** – The following definitions apply throughout these policies.
 1. **Academic Use** – Use by any student, faculty, staff member, or group of university related individuals for the purposes of a class or project.
 2. **Personal Use** – Use by any student, faculty, staff member, or group of university related individuals for purposes that are not associated with a class or academic project.
 3. **Community Use** – Use by any group or individual not associated with the university for any project.
 4. **Control Room** - Room containing the switcher, graphics machine, and other equipment needed to create a video project.
 5. **Fair Use** - (in US copyright law) The doctrine that brief excerpts of copyright material may, under certain circumstances, be quoted verbatim for purposes such as criticism, news reporting, teaching, and research, without the need for permission from or payment to the copyright holder.
 6. **Copyright** - The exclusive legal right, given to an originator or an assignee to print, publish, perform, film, or record literary, artistic, or musical material, and to authorize others to do the same.

Section Two

Studio Use

- i. **Producer/Sponsor Responsibilities** - A Liability Form must be signed by the Producer or Sponsor of any program before the TV studio can be used by any group or individual.
 1. The Producer or Sponsor of any project will be held responsible for any damages to the equipment during their use. If the Producer/Sponsor is a university student or employee, the cost for repairing any damage will be charged to their banner account. Producers/Sponsors not associated with the university will be issued an invoice in the event that any equipment is damaged during their use.
 2. The Producer or Sponsor is responsible for making all appropriate arrangements and obtaining all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by this list, any and all other persons as may be necessary for authorization.
 3. If the DMC receives a complaint or inquiry about any project recorded in the studio, we may provide the complainant/requester with the name and contact information of the program's Producer and/or Sponsor.
 4. Producers or Sponsors must be over the age of 18 and capable of entering into a legal contract in the state of Mississippi.
- ii. **Fair Use and Copyright**- It is the responsibility of the Producer or Sponsor to be sure that all materials used in a project conform to all state and federal laws, including those concerning copyright and fair use.
 1. Materials may fall under fair use and not need permissions or licensing from the copyright holder if it is used for purposes of news reporting, research, or teaching.
 2. Written permission or licensing must be obtained before using copyrighted materials when their use does not fall under the fair use law. It is the responsibility of the Producer or Sponsor to secure the appropriate licensing. Failure to secure appropriate licensing may result in legal action initiated by the copyright holder.
 3. Definitions of fair use and copyright are found in Section One of this policy.
- iii. **Limits of Use** – Any materials produced in the DMC Television Studio must not violate community standards, local laws, or federal laws. Any material deemed indecent or inappropriate by DMC or Library Staff will not be allowed. Any group or individuals found to be in violation of these standards will be subject to a ban from studio use.

1. For profit ventures created using university equipment is strictly prohibited.
 2. Materials or video involving nudity or sexual content will not be allowed in the TV studio.
- iv. **Right of Refusal** – DMC and MSU Libraries staff reserves the right to refuse use of the studio to any individual or group on a temporary or permanent basis as deemed appropriate.
- v. **Priority of Use** - First priority for studio use will be given to MSU broadcasting students, faculty, and staff. Studio reservations will be made around the Broadcasting classes time slots. Priority for other users will be as follows:
1. Broadcasting Classes
 2. Academic Use
 3. Personal Use by MSU faculty, staff and students
 4. Community Use

Definitions for each of the use categories can be found in Section One of this policy.

- vi. **Time Allotment** – Users will adhere to reservation times made during booking. Reservation times should also include time to set up and return the studio to its original state before leaving. If the studio is not booked following the end time of a reservation, that individual or group may request an extension of their reservation. Failure to adhere to reservation times may result in a ban from the television studio.
- vii. **Reservations** – Reservations should be made at least two weeks in advance. Last minute reservations may be accommodated in very rare cases, but we cannot guarantee that courtesy. Reservations can be made through the online room reservation system (<https://msstate.libcal.com/allspaces>). For more information contact the TV Studio manager, Melissa Grimes at dmc@library.msstate.edu or by calling 662-325-7676. Reservations may be refused or rescheduled if qualified crew members are unavailable for the requested time.
- viii. **Cancellations** – Cancellations of studio reservations should be made 24 hours in advance so the studio can be made available for other bookings. Those not canceling 24 hours in advance will be charged for the reserved time. Please note that failure to cancel bookings may result in a ban from studio use.
- ix. **Content Ownership** – Content ownership will be retained by the Producer or Sponsor of the show. The DMC and MSU Libraries will have no ownership over content created in the studio.

- x. **Food and Drink** – Food and drink is strictly prohibited inside the studio in order to protect equipment from damage. Anyone found to have food or drink inside the studio will be asked to remove it. Refusal to remove it, or repeated violations of this policy, may result in being asked to leave the studio.
- xi. **Storage of Videos** – The DMC will not store any video content. Users must bring their own storage device to save their content.
- xii. **Postproduction Inspection** - An inspection of the studio will be done after each use. Any damage to studio equipment will result in a charge to the producer, sponsor, or individual responsible for the studio during that reservation.
- xiii. **Termination of Use** – Use of the studio may be terminated at any time if any individual or group is found to be in violation of the studio policies. Failure to comply with these policies may result in a permanent ban from studio use.
- xiv. **Fees for Use** – A usage fee of \$10 per hour per certified crew member will be charged in order to pay DMC Certified Studio Crew Members who can operate equipment for individuals or groups.

All TV Studio bookings require a minimum of two certified crew members (camera operator and control room operator) to operate the studio equipment. Additional crew members may be needed, depending on the project. Organizations and departments that use the TV Studio repeatedly may wish to have camera operators certified by the DMC staff. These certified individuals will be allowed to operate the camera for no fee, but the control room operator must always be an official DMC Certified Studio Crew Member hired by the DMC.

- xv. **Acknowledgment of DMC** - Anyone using our studio, editing facility, and/or equipment will include a graphic at the end of their program, immediately following the end of the program content or any end credits, which clearly reads as follows:

Production Facilities provided by
MaxSouth Broadband Digital Media Center
<http://lib.msstate.edu/dmc/>
662-325-7676
©(Year of Production)

Section Three
Certification, Training, and Assistance Provided by DMC

- i. **Certification** – MSU Broadcasting students may become Certified Studio Crew Members. Members of organizations or groups wishing to use the facility on an ongoing basis may also apply for certification training.
- ii. **Hands-on Training** – DMC staff will provide hands-on training sessions to individuals wishing to become Certified Studio Crew Members as necessary. The length of such training sessions will be determined by DMC Staff and will vary according to the skill being taught. The sessions will be preplanned and organized in such a way as to be as effective as possible for anyone receiving the training.
 - a. Training sessions will be scheduled no more than one month and no less than one week in advance of the requested date. Training sessions will take place in the DMC and during normal office hours, unless otherwise arranged by staff.
- iii. **Staffing the Studio** - Certified Studio Crew Members may be contracted to serve as crew members for projects created outside of broadcasting classes. Crew members will be needed for projects where the sponsors or producers do not have the technical expertise to operate the equipment. Crew members will be paid. Staffing needs will be determined on a case by case basis, depending on the patron’s needs. The control room crew member must always be a certified DMC contract employee.
- iv. **Staff Assistance** - After completing any hands-on training session as mentioned above, assistance available from DMC Staff will be limited to answering to technical questions except in cases of technical problems or other emergencies.

Section Four
Disciplinary Actions

- i. **Disciplinary Actions** - DMC reserves the right to refuse services on a temporary or permanent basis, or otherwise initiate suspensions of services, disciplinary actions, sanctions, or otherwise legal action against individuals or organizations interfering with or jeopardizing DMC's operations or otherwise violating DMC or MSU policies and procedures under which we provide training, equipment, facilities, channel time, and other services.

Section Five
Other Policies and Procedures

- i. **Policies Not All-Inclusive** - DMC staff may establish other rules, policies, and procedures as necessary to ensure fair and non-discriminatory access to the TV studio, equipment, and facilities without regard to the content of projects.

Section Six Procedures

- i. **Make a Reservation** – Reservations should be made at least two weeks in advance. Last minute reservations may be accommodated in very rare cases, but we cannot guarantee that courtesy. Reservations can be made through the online room reservation system (<https://msstate.libcal.com/allspaces>). For more information contact the TV Studio manager, Melissa Grimes at dmc@library.msstate.edu or by calling 662-325-7676. Reservations may be refused or rescheduled if qualified crew members are unavailable for the requested time.

- ii. **Complete TV Studio Responsibility Form** – Before a TV Studio reservation can be approved, the TV Studio Responsibility Form must be complete. Please find the form on the following page.

MaxxSouth Digital Media Center TV Studio Responsibility Form

Producer/Sponsor Name: _____

Date: _____

MSU ID Number: _____ N/A: _____

Group or organization you are Representing (if any): _____

Address: _____ City: _____ State: _____

Email: _____ Cell Phone: _____

Briefly Describe the Project:

Producer/Sponsor Responsibilities – by signing this form, the producer / sponsor agrees to the following:

- i. The Producer or Sponsor of any project will be held responsible for any damages to the equipment during their use. If the Producer/Sponsor is a university student or employee, the cost for repairing any damage will be charged to their banner account. Producers/ Sponsors not associated with the university will be issued an invoice in the event that any equipment is damaged during their use.
- ii. The Producer or Sponsor is responsible for making all appropriate arrangements and obtaining all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers’ representatives, and without limitation by this list, any and all other persons as may be necessary for authorization.
- iii. If the DMC receives a complaint or inquiry about any project recorded in the studio, we may provide the complainant/requester with the name and contact information of the program’s Producer and/or Sponsor.
- iv. Producers or Sponsors must be over the age of 18 and capable of entering into a legal contract in the state of Mississippi.
- v. Producers or Sponsors accept that a production can be stopped, and privileges can be revoked if they are violating any of the policies spelled out in this document or if they are deemed to be violating community standards, local or federal laws. Any material deemed indecent or inappropriate by DMC or Library Staff will not be allowed.

Statement of Compliance

I have read and understand this form and understand that as producer/sponsor of the program described above I am responsible for the program's content. I understand that MaxSouth Digital Media Center is required to keep for public record the names and addresses of all persons requesting TV time for a period of time.

I have made all appropriate arrangements and obtained all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by the above list, any and all other persons as may be necessary for the authorization to edit and/or cablecast the material in this project.

I hereby agree to indemnify, save, and hold harmless MaxSouth Digital Media Center, MSU Libraries, and the Mississippi State University and its employees from and against any and all liability, claim, judgment, action, loss, cost, damage, injury (including death) or expense (including attorney's fees), arising out of or resulting from the project or projects referred to herein.

I hereby agree that if any equipment is lost or damaged during use of the studio that I will be financially responsible for its repair or replacement.

Name (print): _____ Date: _____

Signature: _____

Producers, Sponsors, Students, and Staff must return this document signed to the Digital Media Center, before your studio use privileges will begin.

