



Department of Defense INSTRUCTION

NUMBER 5410.16

July 31, 2015

Incorporating Change 1, June 28, 2023

ATSD(PA)

SUBJECT: DoD Assistance to Non-Government, Entertainment-Oriented Media Productions

References: See Enclosure 1.

1. PURPOSE. This issuance reissues DoD Instruction 5410.16 (Reference (a)), in accordance with the authority in DoD Directive 5122.05 (Reference (b)), to establish policy, assign responsibilities, and prescribe procedures for DoD assistance to non-Government entertainment media productions such as feature motion pictures, episodic television programs, documentaries, and electronic games.

2. APPLICABILITY. This issuance:

a. Applies to OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the Department of Defense (referred to collectively in this issuance as the “DoD Components”).

b. Does not apply to productions that are intended to inform the public of fast-breaking or developing news stories.

3. POLICY. It is DoD policy that:

a. DoD assistance may be provided to an entertainment media production, to include fictional portrayals, when cooperation of the producers with the DoD benefits the DoD, or when such cooperation would be in the best interest of the Nation based on whether the production:

(1) Presents a reasonably realistic depiction of the Military Services and the DoD, including Service members, civilian personnel, events, missions, assets, and policies;

(2) Is informational and considered likely to contribute to public understanding of the Military Services and the DoD; or

(3) May benefit Military Service recruiting and retention programs.

b. DoD assistance to an entertainment-oriented media production will not deviate from established DoD safety and environmental standards, nor will it impair the operational readiness of the Military Services. Diversion of equipment, personnel, and material resources will be kept to a minimum.

c. The production company will reimburse the Government for any expenses incurred as a result of DoD assistance rendered in accordance with the procedures in this issuance.

d. Official activities of Service personnel in assisting the production; use of official DoD property, facilities, and material; and employment of Service members in an off-duty, non-official status will be in accordance with the procedures in this issuance.

e. Footage shot with DoD assistance and official DoD footage released for a specific production will not be reused for or sold to other productions without DoD approval.

f. In accordance with Section 1257 of Public Law 117-263 (Reference (c)), the DoD will not provide production assistance when there is demonstrable evidence that the production has complied or is likely to comply with a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

4. RESPONSIBILITIES

a. Assistant to the Secretary of Defense for Public Affairs (ATSD(PA)). The ATSD(PA) serves as the sole authority for approving DoD assistance, including DoD involvement in marketing and publicity, to non-Government, entertainment-oriented media. The ATSD(PA) makes DoD commitments, in consultation with the Secretaries of the Military Departments and the Chief, National Guard Bureau, only after:

(1) The script, treatment, or narrative description is found to qualify in accordance with the general principles in Paragraph 3.a. in the policy statement of this issuance.

(2) The support requested is determined to be feasible.

(3) For episodic television, motion pictures, and other nondocumentary entertainment media productions, the producer has an acceptable public exhibition agreement with a recognized exhibition entity (e.g., studio or network) and the capability to complete the production (i.e., completion bond or other industry-recognized guarantor of completion, such as

the commitment of a major studio or other source of financial commitment). For documentaries, the producer has indicated a clear capability to complete the production.

(4) A certification from the production company is provided in accordance with the procedures in Paragraph 2.a.(3) of Enclosure 2, consistent with Paragraph 3.f. of the policy statement of this issuance.

b. Secretaries of the Military Departments and the Chief, National Guard Bureau. The Secretaries of the Military Departments and the Chief, National Guard Bureau develop procedures for implementing this issuance and ensure that the requirements of this issuance are met.

5. PROCEDURES. See Enclosure 2.

6. RELEASABILITY. **Cleared for public release**. Available on the Directives Division Website at <https://www.esd.whs.mil/DD/>.

7. SUMMARY OF CHANGE 1. The changes to the issuance:

a. Update procedures for DoD assistance to non-government, entertainment-oriented media productions in accordance with Reference (c) and Section 552 of Title 5, United States Code (Reference (d)).

b. Update references.

8. EFFECTIVE DATE. This issuance is effective July 31, 2015.



Brent Colburn
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for Public Affairs

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ENCLOSURE 1

REFERENCES

- (a) DoD Instruction 5410.16, "DoD Assistance to Non-Government, Entertainment-Oriented Motion Picture, Television, and Video Productions," January 26, 1988 (hereby cancelled)
- (b) DoD Directive 5122.05, "Assistant to the Secretary of Defense for Public Affairs (ATSD(PA))," August 7, 2017
- (c) Public Law 117-263, Section 1257, "James M. Inhofe National Defense Authorization Act for Fiscal Year 2023," December 23, 2022
- (d) Section 552 of Title 5, United States Code
- (e) DoD Directive 5500.07, "Standards of Conduct," November 29, 2007
- (f) Section 2264 of Title 10, United States Code
- (g) Section 9701 of Title 31, United States Code
- (h) Section 1353 of Title 31, United States Code

ENCLOSURE 2

PROCEDURES

1. GENERAL

a. The producer will be required to sign a written Production Assistance Agreement (see Figures 1 and 2 for sample memorandums), explaining the terms under which DoD's production assistance is provided, with the designee of the ATSD(PA), and may be required to post advance payment or a letter of credit issued by a recognized financial institution to cover the estimated costs before receiving DoD assistance.

b. Official activities of Service members in assisting the production must be within the scope of normal military activities. On-duty Service members and DoD civilians are prohibited from serving as actors, such as by speaking filmmaker-invented or scripted dialogue, unless approved in writing by ATSD(PA) or the ATSD(PA)'s designee. With the exception of assigned project officer(s) and technical advisor(s), Service members and DoD civilians will not be assigned to perform functions outside the scope of their normal duties.

c. Official personnel services and DoD material will not be employed in such a manner as to compete directly with commercial and private enterprises. DoD assets may be provided when similar civilian assets are not reasonably available.

d. The production company may hire Service members in an off-duty, non-official status to perform as extras or actors in minor roles, etc., provided there is no conflict with any existing Service regulation. In such cases, contractual arrangements are solely between those individuals and the production company; however, payment should be consistent with current industry standards. The producer is responsible for resolving any disputes with unions governing the hiring of non-union actors and extras. Service members accepting such employment will comply with the standards of conduct in DoD Directive 5500.07 (Reference (e)). The DoD Component heads may assist the production company in publicizing the opportunity for employment and in identifying appropriate personnel.

e. The production company will restore all Government property and facilities used in the production to the same or better condition as when they were made available for the company's use. This includes cleaning the site and removing trash.

f. The DoD project officer, described in Paragraph 2.c. of this enclosure, may make DoD motion and still media archival materials available when a production qualifies for assistance in accordance with the general principles in Paragraph 3.a. in the policy statement of this issuance.

2. SPECIFIC PROCEDURES

a. Script Development and Review

(1) Before a producer officially submits a project to the Office of the Assistant to the Secretary of Defense for Public Affairs (OATSD(PA)), the Military Departments and the National Guard Bureau are authorized to assist entertainment-oriented media producers, scriptwriters, etc., in their efforts to develop a script that might ultimately qualify for DoD assistance. Such activities could include guidance, suggestions, answers to research queries for technical research, and interviews with technical experts. However, the Military Departments providing such assistance are required to coordinate with and update OATSD(PA) of the status of such projects. Military Departments and the National Guard Bureau will refrain from making commitments and rendering official DoD opinions until first coordinating through appropriate channels to obtain OATSD(PA) concurrence in such actions.

(2) Production company officials requesting DoD assistance will submit a completed script (or a treatment or narrative description for documentaries), along with a list of desired support. If a definitive list is not available when the script is initially submitted, requirements should be stated in general terms at the outset. However, no DoD commitment will be made until the detailed list of support requested has been reviewed and deemed to be feasible.

(3) To be considered for approval, an authorized representative of the production company must certify that the project has not complied and is not likely to comply with a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China in accordance with Reference (c).

(4) When OATSD(PA) receives verifiable information from another source that the project has complied with or is likely to comply with such a demand for censorship as described in the preceding paragraph, OATSD(PA) will, to the extent feasible, inquire with the production company about the information to help inform the DoD decision on whether to approve support for the project.

(5) OATSD(PA) will coordinate the review of scripts, treatment, or narrative description submitted for production assistance consideration. The coordinated review will include each Military Service depicted in the script. Although no commitment for assisting in the production is implied, OATSD(PA) may provide, or authorize the Military Services to provide, further guidance and suggestions for changes that might resolve problems that would prevent DoD assistance.

b. Production Assistance Notification. Upon reviewing the recommendations of the Military Departments and the National Guard Bureau concerned, the ATSD(PA) will determine whether a given production meets the DoD criteria for support and if the support requested is feasible. If both requirements are satisfied, the ATSD(PA) will notify in writing the production company concerned, advising it that the DoD has approved DoD production assistance and identifying the

DoD project officer tasked with representing the DoD throughout the production process. On a case-by-case basis, the ATSD(PA) may choose to delegate the responsibility of signing the Production Assistance Agreement on behalf of the DoD to the designated DoD project officer or other DoD official responsible for coordinating production assistance. If so, this decision would be included in the notification letter. If production assistance is approved for only a portion of the proposed project, the written notification will clearly describe the portion(s) approved. If assistance is not approved, the ATSD(PA) or the ATSD(PA)'s designee will send a letter to the production company stating reasons for disapproval.

c. Role of the DoD Project Officer

(1) When production assistance has been approved, the Military Departments and the National Guard Bureau will assign a project officer (commissioned, non-commissioned, or civilian) who will be designated by OATSD(PA) as the principal DoD liaison to the production company. The DoD project officer will, at a minimum:

(a) Act as the liaison between the production company and the Secretaries of the Military Departments and maintain contact with OATSD(PA) through appropriate channels. In this regard, the project officer will serve as the central coordinator for billing the producer and monitoring payments to the Government (see section 4 of this enclosure for billing procedures).

(b) Advise the production company on technical aspects and arrange for information necessary to ensure reasonably accurate and authentic portrayals of the DoD.

(c) Maintain liaison with units and commands assisting the production company to ensure timely arrangements consistent with the approved support.

(d) Coordinate with installations or commands that intend to provide support to the production to ensure that no material assistance is provided before a Production Assistance Agreement is signed by both the DoD and the production company.

(e) When DoD assistance to the production requires the production company to reimburse the Government for additional expenses, develop an estimate of expenses based on the assistance requested, and ensure that these are reflected in the Production Assistance Agreement.

(f) Coordinate with each installation or command providing assets to the production to ensure the production company receives accurate and prompt statements of charges assessed by the Government and that the Government receives sufficient payment for any additional expenses incurred to support the production.

(g) For project officers assigned to a documentary or a non-documentary television series, maintain close liaison with the producer(s) and writers in developing story outlines. All story ideas considered for further development by the production company should be submitted to OATSD(PA) to provide the earliest opportunity for appraisal.

(2) When considered to be in the best interest of the DoD, the assigned project officer may provide “on-scene” assistance to the production company. Military or civilian technical advisor(s) may also be required. In such cases:

(a) Assignment will be at no additional cost to the Government. The production company will assume payment of such items as travel (air, rental car, reimbursement for fuel, etc.) and *per diem* (lodging, food, and incidentals).

(b) Assignment should be for the length of time required to meet preproduction requirements through completion of photography. When feasible, assignment may be extended to cover post-production stages and site clean-up.

(3) Additional project officer responsibilities, when considered to be in the best interest of the DoD, will include:

(a) Supervising the use of DoD equipment, facilities, and personnel.

(b) Attending pertinent preproduction and production conferences, being available during rehearsals to provide technical advice, and being present during filming of all scenes pertinent to the DoD.

(c) Ensuring proper selection of locations, appropriate uniforms, awards and decorations, height and weight standards, grooming standards, insignia, and set dressing applicable to the military aspects of the production. This applies to both active duty members and paid civilian actors.

(d) Arranging for appropriate technical advisers to be present when highly specialized military technical expertise is required.

(e) Ensuring that the production adheres to the agreed-upon script and list of support to be provided.

(f) Authorizing minor deviations from the approved script or list of support to be provided, so long as such deviations are feasible, consistent with the safety standards, and in keeping with the approved story line. All other deviations must be referred for approval to OATSD(PA) through appropriate channels.

(g) In accordance with the Production Assistance Agreement, providing notice of non-compliance, and, when necessary, suspending assistance when action by the production company is contrary to stipulations governing the project and suspension is in the best interest of the DoD until the matter is resolved locally or by referral to OATSD(PA).

(h) Ensuring the project has not complied and is not likely to comply with a demand from the Government of the People’s Republic of China, the Chinese Communist Party, or an entity under the direction of the People’s Republic of China or the Chinese Communist Party, to censor the content of the project in a material manner to advance the national interest of the

People's Republic of China, in accordance with Reference (c). The project officer will assess the likelihood of a project's compliance with such a demand and of influence or potential influence from the People's Republic of China on a project based on the following:

1. The production company's representations, in accordance with Paragraph 2.a.(3) of this enclosure.

2. The production company's representations in the Production Assistance Agreement, including the ongoing obligation to notify the project officer in writing of such a censorship demand, including the terms of such demand, and whether the project has complied or is likely to comply with a demand for such censorship. See Paragraph 20 of Figure 1 and Paragraph 18 of Figure 2 for example language.

3. Verifiable information from other sources. In the event of such verifiable information, the project officer will coordinate with appropriate OATSD(PA) personnel for the purpose of ensuring that, to the extent feasible, the information is addressed with the production company's authorized representative.

(i) Based on the considerations listed in Paragraphs 2.c.(3)(h)1.-3. of this enclosure, the project officer will coordinate with appropriate OATSD(PA) personnel to make an informed decision on whether DoD support may be provided or may continue to be provided. As appropriate, OATSD(PA) personnel or the project officer will notify the production company of such decision in accordance with this issuance and, if applicable, the Production Assistance Agreement. In accordance with the decision, the project officer shall then undertake action to initiate, continue, or terminate DoD support.

(j) Attending the approval screening of the production, unless the Military Department concerned, OATSD(PA), and the production company mutually agree otherwise.

(k) Determining whether the production company will need to obtain the written consent of DoD personnel who may be recorded, photographed, or filmed by the production company, including when the production company uses the personally identifying information of DoD personnel. The likeness of DoD personnel in any imagery is included in the meaning of personally identifying information. If the recording or imagery captures medical treatment being performed on DoD personnel, the project officer will require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer will require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

3. PRODUCTION COMPANY PROCEDURES

a. Review of Productions. When DoD assistance has been provided to a non-documentary production, the production company must arrange for an official DoD screening in Washington, D.C., or at another location agreeable to OATSD(PA), before the production is publicly exhibited. This review should be early, but at a stage in editing when changes can be accommodated, to allow the DoD to confirm military sequences conform to the agreed-upon

script. For documentary productions, the production company will provide to the DoD project officer and the DoD designee(s) responsible for coordinating production assistance a digital video disc (DVD) of military-themed photography and the roughly edited version of the production at a stage in editing when changes can be accommodated. In addition to confirming that the military sequences conform to the agreed-upon script, treatment, or narrative, this review will also serve to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should the DoD determine that material in the production compromises any of the preceding concerns, the DoD will alert the production company of the material, and the production company will remove the material from the production.

b. Credit Titles. The production company will place a credit in the end titles immediately above the “Special Thanks” section (if any) that states “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices and will be of the same size and font used for other similar credits in the end titles.

c. Requests for Promotional Assistance. Pursuant to Reference (b), the ATSD(PA) is the final authority for military participation in public events, including participation in promotional events for entertainment media productions. The production company will forward requests for promotional assistance to OATSD(PA) in sufficient detail to permit a complete evaluation.

d. Publicity Photos and Promotional Material. The production company will provide DoD with copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

e. Copies of Completed Production. The production company will provide, in a format to be specified in the Production Assistance Agreement, copies of the completed production to DoD for briefings and for historical purposes.

4. BILLING PROCEDURES. Pursuant to Section 2264 of Title 10, United States Code (Reference (f)) and Section 9701 of Title 31, United States Code (Reference (g)), production companies will reimburse the Government for additional expenses incurred as a result of DoD assistance.

a. Each installation or Military Department or the National Guard Bureau will provide the production company with individual statements of charges assessed for providing assets to assist in the production. Unless agreed otherwise, statements should be presented to the production company within 45 days from the last day of the month in which filming and/or photography is completed to ensure prompt and complete accounting of charges for DoD assistance.

b. The production company will be billed for only those expenses that are considered to be additional expenses to the Government. In accordance with Paragraph 2.c.(1)(a) of this enclosure, the assigned project officer will serve as the central coordinator for submitting

statements to the producer and monitoring receipt of payment to the Government. Items for which the costs may be reimbursed to the Government include:

- (1) Petroleum, oil, and lubricants for equipment used.
- (2) Depot maintenance for equipment used.
- (3) Cost incurred in diverting or moving equipment.
- (4) Lost or damaged equipment.
- (5) Expendable supplies.
- (6) Travel and *per diem* (unless reimbursed under Section 1353 of Title 31, United States Code (Reference (h))).
- (7) Civilian overtime.
- (8) Commercial power or other utilities for facilities kept open beyond normal duty hours or when the production company's consumption of utilities is significant, based on average usage rates.
- (9) Should the production company not comply with requested clean-up required by production, the project officer will require the production company to hire a cleaning company. Should the production company not provide for the necessary clean-up, it will reimburse the Government for any additional expenses incurred by the Government in performing such clean-up.

c. The production company will be required to reimburse the Government for all flying hours related to production assistance, including takeoffs, landings, and ferrying aircraft from military locations to filming sites, except when such missions coincide with and can be considered legitimate operational and training missions. The production company will be required to reimburse the Government for all steaming days related to production assistance, including all costs (tugs, harbor pilots, and port costs) required to move ships from military locations to filming sites, except when such missions coincide with and can be considered legitimate operational and training missions. These reimbursements will be calculated at the current DoD User Rates.

d. In cases where provision of support provides a significant benefit to the DoD, the production company will not be required to reimburse the Government for military or civilian manpower (except for civilian overtime) when such personnel are officially assigned to assist in the production. However, this limitation does not apply to Reserve Component personnel assigned in an official capacity because such members are called to active duty at additional cost to the Government to perform the assigned mission. Reimbursement for Reserve Component personnel in an official capacity will be at composite standard pay and reimbursement rates for military personnel published annually by the Under Secretary of Defense (Comptroller)/ Chief Financial Officer, Department of Defense.

e. Normal training and operational missions that would occur regardless of DoD assistance to a particular production are not considered to be chargeable to the production company.

f. Beyond actual operational expenses, imputed rental charges ordinarily will not be levied for use of structures or equipment.

g. The production company will provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.

5. FREEDOM OF INFORMATION ACT RELEASE. Pursuant to Reference (d), DoD may receive requests for records concerning DoD engagements with motion picture, television, and other entertainment media companies. Because these documents may contain confidential or privileged commercial information submitted by the motion picture, television, and other entertainment media company, DoD Components processing requests for these records will consider the application of Reference (d) Exemption 4 to such records.

Figure 1. Sample Production Assistance Agreement

<p>U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT DoD-[enter number]-[enter year]</p>
<p>The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to [enter name of production entity], hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a [enter type of production; e.g., feature motion picture, television series] known at this time as [enter title of production or episode]. This Agreement expresses the terms under which the DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States Government funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.</p>
<p>LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION [or “see Attachment 1”]. The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by the DoD, and subject to the limitations contained herein.</p>
<p>This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project, revocation of the general release for photography and sound recordings (see Paragraph 9), and/or withholding of other approvals incidental to this agreement. Requests for future support from the DoD may also be denied. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations (“DoD Director of Entertainment Media”). The requirements in Department of Defense Instruction 5410.16 will apply to this Agreement.</p>
<p>It is understood between the DoD and the production company that:</p> <ol style="list-style-type: none">1. The DoD project officer, [enter name of project officer], is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or their designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of [enter title of production]. The DoD project officer is the military technical advisor, and all military coordination must go through them. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.

Figure 1. Sample Production Assistance Agreement, Continued

2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. The DoD reserves the right to suspend support if a disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and the DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.
3. The DoD has approved production assistance as in the best interest of the DoD, based on the [enter date] version of the script to the extent agreed upon by the DoD [, and as further described by _____]. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.
4. The operational capability and readiness of the Military Departments and the National Guard Bureau will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or their designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.
6. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.
7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production]. The estimated amount will be detailed and included (e.g., "see Attachment 2"). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.
 - a. The DoD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.

Figure 1. Sample Production Assistance Agreement, Continued

b. The production company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and *per diem*, civilian overtime, and lost or damaged equipment.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, *per diem*, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or their designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.

b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for their personal use during the filming, including for their stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and en-suite toilet.

9. By approving DoD production assistance for [enter title of production], the DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., Paragraphs 12-13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, and its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of [enter title of production], to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless the DoD or its agencies, officers, and/or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD or its agencies, officers, or employees.

Figure 1. Sample Production Assistance Agreement, Continued

b. Provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved.

c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or their designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how the DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD website or released on “The Pentagon Channel” or other publicly- accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will provide the DoD project officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD project officer with earphones to monitor military-themed dialogue and other sound recording during these periods.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow the DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should the DoD determine that material in the production compromises any of the preceding concerns, the DoD will alert the production company of the material, and the production company will remove the material from the production. The production company will bear the travel, lodging, *per diem*, and incidental expenses incurred in transporting the DoD project officer and the DoD Director of Entertainment Media, or their designees, to the location where the screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other

Figure 1. Sample Production Assistance Agreement, Continued

productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video, and theme parks) or from using clips in promotional material relative thereto.

14. The production company will also provide an official DoD screening of the completed production in Washington, D.C., prior to public exhibition. An alternative screening location may be authorized by the DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. The production company will use its best efforts to place a credit in the end titles immediately above the “Special Thanks” section (if any), substantially in the form of “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices and will be of the same size and font used for other similar credits in the end titles.

16. The production company will provide the DoD with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) for internal information and historical purposes in documenting DoD assistance to the production.

17. The production company will provide a minimum of ten DVD copies of the completed production to the DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. The DoD will not exhibit these video discs publicly or copy them; however, the DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, the DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD project officer and assigned official technical advisor(s), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

Figure 1. Sample Production Assistance Agreement, Continued

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

19. The production company may make donations or gifts in-kind to morale, welfare, and recreation programs of the military unit(s) involved; however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD project officer and must comply with law and DoD policies.

20. The production company acknowledges that, in accordance with Section 1257 of Public Law 117-263, the DoD may not knowingly provide active and direct support to any film, television, or other entertainment project if the project has complied or is likely to comply with a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

a. To the best of the production company's knowledge, information, and belief, this project—including its producers, sponsors, distributors, parent companies, or other affiliates—has not complied with, nor is it likely to comply with, a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

b. At any time, if the production company becomes aware of a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China, they will immediately notify the DoD project officer in writing of such demand, including the terms of such demand, and whether the project has complied or is likely to comply with such demand.

21. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, Section 552 of Title 5, United States Code.

22. The undersigned parties warrant that they have the authority to enter into this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

23. This Agreement consists of [enter number] pages including [enter number of attachment(s)]. Each page will be initialed by the undersigned DoD and production company representatives.

Figure 1. Sample Production Assistance Agreement, Continued

FOR THE DEPARTMENT OF DEFENSE	FOR [ENTER PRODUCTION COMPANY]
_____ Signature and Date	_____ Signature and Date
Name of the DoD Representative:	Name of Production Company Representative:
_____ Title and Address	_____ Title and Address

Figure 2. Sample Documentary Production Assistance Agreement

U.S. DEPARTMENT OF DEFENSE
DOCUMENTARY PRODUCTION ASSISTANCE AGREEMENT
DoD-[enter number]-[enter year]

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to [enter name of production entity], hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a documentary known at this time as [enter title of the production]. This Agreement expresses the terms under which the DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States Government funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION [or “see Attachment 1”]. The DoD will make reasonable efforts to provide the assistance requested in the request for DoD documentary assistance, to the extent approved by the DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project, revocation of the general release for photography and sound recordings (see Paragraph 9), and/or withholding of other approvals incidental to this agreement. Requests for future support from DoD may also be denied. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 will apply to this Agreement.

It is understood between the DoD and the production company that:

1. The DoD project officer, [enter name of project officer and contact information], is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through them. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

Figure 2. Sample Documentary Production Assistance Agreement, Continued

2. The DoD has approved production assistance as in the best interest of the DoD, based on the [enter date] version of the script, treatment, or narrative description to the extent agreed upon by the DoD [and as further described by _____]. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Departments will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or their designee, will coordinate such standards and compliance therewith. The DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of [enter title of production]. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including, but not limited to, fuel, resultant depot maintenance, expendable supplies, travel and *per diem*, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, *per diem*, and incidental expenses for the DoD project officer, the DoD documentary officer or their designee, and any other assigned military technical and safety advisor(s) whose presence may be required by the DoD. For each of these individuals, the production company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

Figure 2. Sample Documentary Production Assistance Agreement, Continued

<p>b. Hotel accommodations equivalent to those provided to the production company's crew.</p> <p>9. By approving DoD production assistance for [enter title of production], the DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11- 13).</p> <p>10. As a condition of DoD assistance, the production company will:</p> <p>a. Indemnify and hold harmless the DoD and its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of [enter title of production]. This provision will not in any event require the production company to indemnify or hold harmless the DoD or its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD or its agencies, officers, or employees.</p> <p>b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.</p> <p>c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or their designee.</p> <p>d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.</p> <p>e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of production company-generated publicity and marketing materials. These materials may be used to show DoD viewers how the DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or on "The Pentagon Channel" or other publicly accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.</p> <p>11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military</p>
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Figure 2. Sample Documentary Production Assistance Agreement, Continued

sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should the DoD determine that material in the production compromises any of the preceding concerns, the DoD will alert the production company of the material, and the production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer will require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer will require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All DoD uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story, or other rights for any purpose. Military personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, these conditions apply:

a. Contractual agreements are solely between those individuals and the production company; however, they should be consistent with industry standards.

b. The DoD project officer will ensure that DoD personnel will comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video, and theme parks) or from using clips in promotional material relative thereto.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

Figure 2. Sample Documentary Production Assistance Agreement, Continued

16. The production company will use its best efforts to place a credit in the end titles immediately above the “Special Thanks” section (if any) substantially in the form of “Special Thanks to the United States Department of Defense,” with no less than one clear line above and one clear line below such credit acknowledging DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five DVD copies of the completed production within 7 working days of initial broadcast to the DoD, for internal briefings and for historical purposes. The DoD will not exhibit these DVDs publicly or copy them; however, the DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, the DoD is prohibited from making these clips available to any other party for any other purpose.

18. The production company acknowledges that, in accordance with Section 1257 of Public Law 117-263, the DoD may not knowingly provide active and direct support to any film, television, or other entertainment project, if the project has complied or is likely to comply with a demand from the Government of the People’s Republic of China, the Chinese Communist Party, or an entity under the direction of the People’s Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People’s Republic of China.

a. To the best of the production company’s knowledge, information, and belief, this project—including its producers, sponsors, distributors, parent companies, or other affiliates—has not complied with, nor is it likely to comply with, a demand from the Government of the People’s Republic of China, the Chinese Communist Party, or an entity under the direction of the People’s Republic of China or the Chinese Communist Party, to censor the content of the project in a material manner to advance the national interest of the People’s Republic of China.

b. At any time, if the production company becomes aware of a demand from the Government of the People’s Republic of China, the Chinese Communist Party, or an entity under the direction of the People’s Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People’s Republic of China, they will immediately notify the DoD project officer in writing of such demand, including the terms of such demand, and whether the project has complied or is likely to comply with such demand.

19. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, Section 552 of Title 5, United States Code.

20. The undersigned parties warrant that they have the authority to agree to the terms of this Agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Figure 2. Sample Documentary Production Assistance Agreement, Continued

21. This Agreement consists of [enter number] pages including [enter number of attachment(s)]. Each page will be initialed by the undersigned DoD and production company representatives.	
FOR THE DEPARTMENT OF DEFENSE	FOR [ENTER PRODUCTION COMPANY]
_____	_____
Signature and Date	Signature and Date
Name of the DoD Representative:	Name of Production Company Representative:
_____	_____
Title and Address	Title and Address

GLOSSARY

PART I. ABBREVIATIONS AND ACRONYMS

ATSD(PA)	Assistant to the Secretary of Defense for Public Affairs
DVD	digital video disc
OATSD(PA)	Office of the Assistant to the Secretary of Defense for Public Affairs

PART II. DEFINITIONS

These terms and their definitions are for the purposes of this issuance.

assistance (as in “DoD Assistance to Non-Government, Entertainment-Oriented Media Productions”). The variety of support that the DoD can provide. The assistance ranges from supplying technical advice during script development to allowing access to military installations for production.

DoD User Rates. Hourly costs for operating different types of fixed wing and rotary wing aircraft that agencies use to determine the reimbursement amount to bill for specific aircraft services. These rates are specified by the Office of the Under Secretary of Defense (Comptroller)/Chief Financial Officer, Department of Defense each fiscal year.