

15-F-0371

Nautilus Productions US, LLC – NAUTILUS – Department of Defense Production Assistance Agreement

**U.S. DEPARTMENT OF DEFENSE PRODUCTION ASSISTANCE AGREEMENT  
DoD-NAUTILUS (Project #DoD-2013-0313-NF-00002)**


The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby agrees with Nautilus Productions US, LLC, hereinafter referred to as the "Production Company," subject to the provisions herein, for the assistance itemized in this agreement to be rendered in conjunction with the production of the feature film presently known as NAUTILUS, hereinafter referred to as the "Film."

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION [see Attachment 1].**

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 the production. 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. However, in no event shall the DoD be entitled to rescind, interfere, and/or enjoin Production Company's ownership, use, production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the rights granted to it and/or any material produced hereunder and nothing contained herein shall restrict any of the Production Company's right in and to the photography and sound recordings made hereunder; the Production Company's decisions with respect to these recordings will be final.

It is agreed between DoD and the Production Company that:

1. The DoD project officer, **CAPT Russell L. Coons**, is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD project officer or his designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the Film. The DoD project officer is the military technical advisor and all military coordination must be approved and coordinated through him. The Production Company will consult with the DoD project officer in all phases of pre-production, production, and postproduction that involve or depict the U.S. military. In addition to the DoD project officer, the DoD may assign a military subject matter expert (SME) to the production to oversee specific aspects of the Film.
2. The Production Company will cast actors, extras, doubles, and stunt personnel portraying Servicemembers who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the Production Company and DoD within the 72-hour

DoD   
(Prepared by CAPT Russell L. Coons, NAVINFO West)  
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March 27, 2013

Nautilus Productions US, LLC 

ENCLOSURE (2)

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cure period; provided, however, in the event of disagreement, the Production Company's decisions shall be final and binding but the DoD may elect to terminate any future DoD assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder). The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved production assistance as in the best interest of DoD, based on the March 13, 2013 version of the script. The Production Company must obtain, in advance, DoD concurrence for any subsequent changes to the military depictions made to either the picture or the sound portions of the Film, before the Film is exhibited to the public. The Production Company agrees to advise the DoD project officer of these changes, including those that may be made during post-production; provided, however, in the event of disagreement, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disagreement, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
4. The operational capability and readiness of the Military Service will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief or sequestration may temporarily or permanently preclude the use of military resources. In these circumstances, 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 his designee will coordinate such standards and compliance therewith. DoD will provide the Production Company advance notice of such safety or conduct standards upon request by the Production Company.
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, 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 the Film. The estimated amount will be detailed and included upon request by the Production Company.
  - a. 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. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.
  - b. The Production Company will be charged for only those expenses that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred,

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such as 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 his or her designee, and any other assigned military technical advisor(s), subject matter expert(s) 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. Round-trip air transportation and ground transfers to screening locations where it is essential that DoD personnel be present, as deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
    - c. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for his or her personal use during the filming, including for his or her 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.
    - d. Hotel accommodations equivalent to those provided to the Production Company's crew.
    - e. 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 the Film, 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 Servicemembers, equipment, and real estate, subject to the limitations in paragraph 13 of this agreement.
  10. As a condition of DoD assistance, the production company will:
    - a. Indemnify and hold harmless DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Production Company's possession or use of DoD property or other assistance in connection with this production of the Film, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from or against any claims arising from defects in DoD property and/or negligence and / or willful misconduct on the part of DoD, its agencies, officers, or employees.
    - 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

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- 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 his or her designee.
  - d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any 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 DoD the use of Production Company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are for the purpose of communicating how DoD is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or released on "The Pentagon Channel" or other publicly-accessible media source, which imagery will not be posted on any DoD Media until after the initial theatrical release of the Film. Either at the time DoD has provided production assistance to production company or shortly thereafter, both Production Company and DoD public affairs personnel will work together on making a determination of when will be an appropriate time to make such imagery available on the DoD website or on "The Pentagon Channel" or other publicly-accessible media. 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 DoD to confirm the military sequences conforms to the agreed script, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence agreed upon by DoD; provided, however, in the event of disapproval by the DoD, the Production Company's decisions with respect to such changes, if any, shall be final and binding; provided further, that in the event of a disapproval, the DoD may elect to terminate any future assistance to the Production Company in connection with the Film (but nothing contained herein shall restrict any of the Production Company's rights in and to the photography and sound recordings made hereunder).
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 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,

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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 the opportunity to the DoD Project Officer and the Director of Entertainment Media in Washington, D.C. to screen the completed production, prior to its public exhibition.
15. Subject to studio approval and restrictions, the Production Company will use its best efforts to place a credit in the end titles, substantially in the form of "Military Equipment and Assistance Courtesy of the United States Department of Defense," acknowledging the military assistance provided, all other aspects at Studio's sole discretion. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles. Any inadvertent failure to accord such credit will not be a breach of this Agreement.
16. The Production Company will provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets) for internal information and historical and public purposes in documenting DoD assistance to the production.
17. The Production Company will provide a minimum of five (5) digital video (DVD) copies of the completed production to DoD for internal briefings and for historical purposes, following the initial video release of the Film. DoD will not exhibit these DVDs or copy them. DoD is allowed to use short clips from them in official presentations for the sole purpose of illustrating DoD support to the production. However, DoD is prohibited from making these clips available to any other party for any other purpose. In the event any talent is depicted in any such clips, DoD understands that it must, at its own expense, obtain all required authorization, clearances, consents, and releases from such talent prior to using such clips in said presentation.
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) and subject matter expert(s), whose activities must be consistent with their authorized additional duties. 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 Military 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.
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

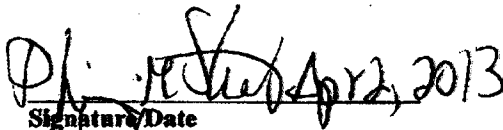
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officer.

20. 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.
21. This agreement consists of six (6) pages including one (1) Attachment. Each page will be initialed by the undersigned DoD and production company representatives. Production Company shall be the sole owner of any and all rights to the Film, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe, including all rights granted herein, which include all rights of every kind in and to the photography and recordings made in and about the DoD Property, DoD materials, and insignia, solely in connection with the Film. Production Company shall have the unfettered right to license, assign, and otherwise transfer any or all rights acquired in this Agreement to any person or entity. DoD will not have any right of action, including, without limitation, any right to injunctive relief against the production company or its successor or any other party arising out of use or non-use of said photography or sound recordings.
22. Pursuant to the terms and conditions of this Agreement, Production Company has the right to enter locations designated by DoD and to photograph, reproduce, replicate, fictionalize, and use the real and personal property, exterior and interior premises (including the name, signs, and identifying features thereof) and to bring personnel and equipment on the DoD designated premises and remove the same.

FOR THE DEPARTMENT OF DEFENSE

FOR NAUTILUS PRODUCTIONS US, LLC

  
Signature/Date

Philip M. Strub  
Director, Entertainment Media  
The Pentagon, Room 2E966  
Washington, D.C. 20301-1400

  
Signature/Date

Ty Warren  
Executive Vice President of Production  
Legendary Pictures  
4000 Warner Blvd, Bldg 76  
Burbank, CA 91522

ATTACHMENT 1

The United States Department of Defense (hereinafter referred to as "DoD" acting on behalf of the United States of America, hereby agrees with Nautilus Productions US, LLC, (hereinafter referred to as "Production Company") subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a Production Company feature film known as NAUTILUS. This contract is an attachment to the production assistance agreement between the Production Company and the DoD dated 27 March 2013.

U.S. Navy

1. Commander, U.S. Naval Forces, U.S. Third Fleet (3<sup>rd</sup> Fleet) in San Diego, CA has coordinated with USS Nimitz (CVN 68) to embed a Production Company splinter unit onboard USS Nimitz 9 – 11 April (subject to mission change) for the purpose of filming available flight operations, subject to safety conditions set by the Commanding Officer, USS Nimitz, for day and night flight operations to include jets, helicopters, touch n goes, flyovers, and flight maneuvers. Splinter unit camera crew will load equipment package 01 April at Naval Air Station North Island, Ca., and conduct a production planning strategy meeting with the key players including NAVINFOWEST escort, NAUTILUS small unit director, 3<sup>rd</sup> Fleet, and USS Nimitz officials. Production will offload the equipment upon ship's return to NAS NI approx. 18 April. The Production Company, escorted by NAVINFOWEST, will be flown out to the flight deck of the Nimitz while underway, and flown back off upon completion of the shoot.
2. NAVINFOWEST will make reasonable efforts to coordinate with 3<sup>rd</sup> Fleet, U.S. Naval Air Forces Pacific (AIRPAC) and Naval Region Southwest (responsible for NAS NI) to identify opportunities for additional aircraft carrier footage onboard a pier-side carrier on or about April through June 2013, to accomplish the following scenes with the approval of the commanding officer: sounding general quarters and manning battle-stations drills; simulated battle operations on the bridge, CDC, bridge wings, manning the watch, over the shoulder shots of Sailors looking to sea, sickbay, crew mess and quarters, and hangar bay ops. The Production Company will provide updated one-line shot lists to coordinate between 3<sup>rd</sup> Fleet, AIRPAC, NAVINFOWEST and Navy Region Southwest. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. NAVINFOWEST will make reasonable efforts to coordinate with Commander Task Force 70 (CTF-70) in Japan to provide escort and embed opportunities onboard the USS George Washington Carrier Strike Group underway to film formation operations at sea (pending ship's scheduling and regular operations/training/exercise schedule, and approval of ship's commanding officer) to include ships in formation, flight operations, general quarters, underway air (with the potential for civilian helicopter to document battle- group operations and possibly, subject to safety considerations and higher command approval, allow for a landing and take-off from the flight deck. Any failure by

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DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

4. NAVINFOWEST will make reasonable efforts to coordinate 1.5 day LIDAR and plates filming opportunity for an Independence-class Littoral Combat Ship (LCS) with Commander, U.S. Naval Surface Force, Pacific Fleet (SURFOR), for the purpose of 3d modeling and computer generated graphics development. The ship has been requested to be in "drydock" or very still waters to accomplish the LIDAR effort (date subject to ship's schedule). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
5. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO for access to the museum foundation Battleship USS MISSOURI on or about 10 July for the purpose of filming deck operations as a substitute for USS BAIROKO (1954), filming inside ship's corridor, bridge and bridge wings. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
6. NAVINFOWEST will make reasonable efforts to coordinate with NAS Lemoore to film sound and/or video for available F/A-18 Hornet fighter jets conducting touch n goes, fly overs, start up; and to scan available stationary jets for CGI recreation (subject to schedules). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
7. NAVINFOWEST will make reasonable efforts to coordinate with SURFOR for the availability of an Arleigh Burke-class Destroyer for the purpose of scanning and recreation for CGI. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
8. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO for the development of a homecoming scene involving Navy and Air Force assets on Joint Base Hickam and Pearl Harbor (preferred aircraft on ground C-17) and other aircraft as background. Event will include Air Force or Navy Band, extras simulating families, Soldiers/Airman/Sailors (actors in uniform) returning from deployment, and hangar bay/runway to re-enact arrival on or about 30 June/01 July. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
9. NAVINFOWEST will make reasonable efforts to coordinate with Navy Region Hawaii PAO to try and locate an H-19 or similar 1954-era helicopter to help re-enact the Bikini Atoll Sequence during the period 07 - 09 July (subject to availability of aircraft and access during filming schedule). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
10. NAVINFOWEST will make reasonable efforts to coordinate with Commander, U.S. Naval Forces, US Seventh Fleet PAO, Navy Region Hawaii and appropriate Destroyer/Cruiser squadrons in Pearl Harbor for an opportunity to film an enacted burial



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at sea ceremony (pending ship schedules unless another local opportunity with actors becomes available). Supplemental scheduling could occur with 3<sup>rd</sup> Fleet and Navy Region Southwest units (actual or simulated). Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

11. NAVINFOWEST will make reasonable efforts to coordinate opportunities to simulate Navy personnel, aircraft, ship scenes on stages, dialog, uniformed actors and appropriate good order and discipline during key events throughout the film to ensure the Navy's interests are best represented by the Production Company. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

It is understood that all flight operations and flight plans must be reviewed with 3<sup>rd</sup> Fleet, AIRPAC, SURFOR, Seventh Fleet, and Commander Task Force 70 as well as the Commanding Officers of the individual units prior to execution. If ships schedules restrict the ability to accomplish the Production's Company's goals in the timeframe allotted, NAVINFOWEST will make best efforts to further accommodate appropriate shooting opportunities with Commander, Fleet Forces Command and Atlantic Fleet Air and Surface units as available.

U.S. Air Force

1. Pending availability, the USAF PA will make reasonable efforts to provide one (1) Pave Hawk helicopter for CGI recreation to photograph/scan and to film take offs at Nellis AFB (or similar base in California/Nevada area), pending flight plan approval and subject to budget estimate per flight hour. Filming is requested to occur May 13-14, 2013. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. Pending availability, the USAF PA will make reasonable efforts to provide for filming/photographing of a C-17 to be used for depicting troops offloading from a deployment at Joint Base Pearl Harbor-Hickam. Filming is requested to occur at Joint Base Pearl Harbor-Hickam June 28-30, 2013. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. The USAF PA will provide a liaison and subject matter expert to observe the Para-jumper rescue scene following the scripted train wreck on location in Vancouver, BC in April 03.
4. Pending availability, the USAF PA will make reasonable efforts to provide for a static C-17 at Joint Base Pearl Harbor-Hickam to allow for filming of two configurations – inside and outside– to show passenger-seats configuration and a Halo jump setting as well as use of exterior green screen to simulate HALO jump. Use of the C-17 will not exceed 3-continuous days to include rigging, filming and wrap (tear down-removal of all equipment). Production company acknowledges that it is responsible for all associated costs, including but not limited to, lighting, cooling, moving and military personnel required to configure the aircraft to its requested specifications. Requested rigging,

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filming and wrap should occur during 28 June-July 1, 2013 in conjunction with para 2 above. Any failure by DoD to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

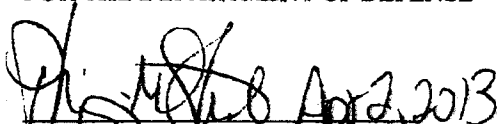
U.S. Army


1. The U.S. Army will make reasonable efforts to provide an Apache (AH-64), a BlackHawk (UH-60), a variant of the High Mobility Multipurpose Wheeled Vehicle (HMMWV), a variant of the Family of Medium Tactical Vehicles (FMTV) and a variant of the Stryker Light Armored Vehicle for the purpose of LIDAR 3d modeling and Computer Generated Imagery (GI) at a time during the Production Company's filming schedule that does not impede on U.S. Army active missions. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
2. The U.S. Army will make reasonable efforts to provide three (3) High Mobility Multipurpose Wheeled Vehicles (HMMWVs), two (2) troop transport trucks, approximately thirty (30) Army personnel (as extras), and one (1) Black Hawk helicopter in flight; (pending flight plan approval and subject to budget estimate per flight hour if training mission unavailable) for purpose of filming rescue/humanitarian/FEMA-type scene in Waikiki, Hawaii on or about 13 JULY 2013. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.
3. The U.S. Army will make reasonable efforts to provide subject matter experts as necessary to assist the DoD project officer for filming of scenes depicting the U.S. Army. Any failure to provide for items in this aforementioned paragraph will not be a breach of this Agreement.

This Attachment includes four (4) pages.

FOR THE DEPARTMENT OF DEFENSE

FOR NAUTILUS PRODUCTIONS US, LLC

  
Signature/Date

  
Signature/Date

Philip M. Strub  
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Washington, D.C. 20301-1400

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Executive Vice President of Production  
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