



**U.S. DEPARTMENT OF DEFENSE
NON-SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
DoD-0015MC-2023**

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 **Kendrick Brothers Films**, hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a non-scripted program known at this time “**The Forge**”. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States 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 TO BE PROVIDED IN SUPPORT OF THE PRODUCTION:

- **Access for filming 2-4 hours aboard Marine Corps Logistics Base Albany, Georgia on October 30-31, 2023.**

The DoD will make reasonable efforts to provide the requested DoD production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with possible consequence including but not limited to 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 incident 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 DoD Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, (b)(6) 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 him or her. 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. The local

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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.

2. DoD has approved production assistance as in the best interest of DoD, based on the **October 25, 2023**, email, treatment, and/or narrative description to the extent agreed upon by DoD. 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 Components 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, 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 his/her designee, will coordinate such standards and compliance therewith. 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 because of the assistance rendered for the production of "**The Forge**". The estimated amount will be detailed and included in this Agreement or as an attachment to it.

- a. 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, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.
- b. To the extent that the production company has an outstanding balance following project completion, it shall pay DoD the balance owed within 45 days after receiving a statement of charges.

7. 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 his or her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. The per diem will be at the federal rate. For each of these individuals, the production company will provide:

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- 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.
 - b. Hotel accommodations equivalent to those provided to the production company's crew.
8. By approving DoD production assistance for "**The Forge**", 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 11-14).
9. As a condition of DoD assistance, the production company will:
- a. Indemnify and hold harmless the DoD, 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 "**The Forge**". This provision will not in any event require the production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence 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 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. Additionally, the use of Unmanned Aerial Systems (UAS) (i.e. drones) on or over military installations or vessels is not authorized unless a specific exception to policy has been obtained in writing from the local installation POC, Combatant Commander or Agency POC by the production company
 - 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. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD website or other publicly-accessible media source. Therefore, no DoD personnel

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will photograph actual filming without the prior approval of the production company.

10. 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 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 DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.

11. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer shall 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 shall require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

12. All DoD uniformed and civilian personnel who are photographed or sound recorded by the 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.

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, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto.

- a. The DoD and its component agencies and military branches use and own all rights, title, and interest in and to various DoD names, trademarks, service marks, certification marks, collective marks, collective membership marks, and/or other words, symbols, seals, emblems, crests, logos, insignia, patches, images, colors, uniform designs, names of battles, names of ships, aircraft, and other weapons platforms (individually and

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collectively “DoD Indicators”). The production company may display ~~DoD~~ indicators in the footage of the production for purposes of depicting costumes, props, and/or scenes. However, nothing in this agreement grants or is intended to grant the production company any ownership rights or licenses or other permissions to use any DoD Indicators in any other context, including, but not limited to, theme park rides.

14. 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.

15. The production company understands and agrees to the following terms with respect to acknowledging and highlighting DoD assistance.

- a. The production company will 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 the 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.
- b. When promoting the availability of the production on social media, DoD requests that the production company “tag” the applicable DoD and United States **Marine Corps** social media accounts. Production company may determine the timing for such posts.
- c. The DoD and United States **Marine Corps** may choose to promote the project via its owned and operated social media accounts. If the DoD and/or United States **Marine Corps** decide to originate a social media post, specific details, timing, and tactics will be coordinated with the production company.
- d. The production company will use best efforts to arrange opportunities for DoD public affairs personnel (e.g., Defense Media Activity/DoD News reporters) to interview selected key individuals associated with the production (e.g., executive producer, director, top-billed cast) for use in DoD public affairs efforts.
- e. If the project has demonstrable evidence that the project has complied or is likely to comply with a demand from the Government of the People’s Republic of China or 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, the project will be deemed in violation of U.S. Law and support will be terminated.

16. The production company will provide a minimum of five digital videodisc (DVD) copies of the completed production within seven working days of initial broadcast to DoD, for internal briefings and for historical purposes. DoD will not exhibit these DVDs publicly or copy them;

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however, 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, DoD is prohibited from making these clips available to any other party for any other purpose.

17. 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.

18. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552.

19. This Agreement consists of **six** pages including no attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

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Signature and Date

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DoD Entertainment Media
Office of the Assistant to The Secretary of
Defense (Public Affairs)
1400 Defense Pentagon (Rm (b)(6))
Washington, DC 20301-1400

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FOR KENDRICK BROTHERS FILMS

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Signature and Date

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Executive Producer
Kendrick Brothers Films

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