



**U.S. DEPARTMENT OF DEFENSE
NON-SCRIPTED PRODUCTION ASSISTANCE AGREEMENT
DoD-AR07122023-001**

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 **ID Docs Inc.**, 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 as “**The Good Virus**” (WT). 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:

- **ID Docs Inc. is producing this documentary film for the Canadian national broadcast/BDU TELUS Communications. The film objective is to share the benefits of phage therapy and to inform the public about the importance of phage therapy to treat bacterial infections and for human health at a critical time of antibiotic resistance.**
- **The Good Virus production is requesting to film at the Walter Reed Army Institute of Research (WRAIR) and to interview Dr. Mikeljon Nikolich about his research with phage therapy. The production company is also requesting to film the phage library and the phage research process. Filming is estimated to be one day, including the interview with Dr. Nikolich.**
- **The U.S. Army will provide the Production Company escorted access to the Walter Reed Army Institute of Research to conduct the interview with the subject matter experts and to film inside the phage library and the phage research process.**
- **Filming will occur on or about mid to late August and the date is negotiable.**

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 (b)(6)

Production Company (b)(6)

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 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 **June 22, 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. Specific safety requirements due to COVID-19 may include: all crew members wearing masks and/or face coverings provided by the production crew; social distancing between crew members & base personnel; that crew members feeling sick, showing symptoms, or had known contact with anyone else testing positive should not enter the base; and any other requirements instituted by DoD personnel and the DoD project officer(s) during production.
5. All DoD property or facilities damaged, used, or altered by the production company in (b)(6) DoD (b)(6) Production Company (b)(6)

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 "**The Good Virus**" (WT). 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:

- 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 Good Virus**" (WT), 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 Good Virus**" (WT). This provision will not in any event require 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.

DoD

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Production Company

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- 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 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. The DoD agrees to provide feedback in writing further to the provisions of this paragraph to the Production Company within five (5) business days of such screening.

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 ~~the~~ DoD (b)(6) Production Company (b)(6)

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 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.

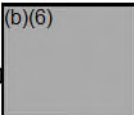
14. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds 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 DoD (b)(6) Production Company (b)(6)

“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 U.S. Army social media accounts. Production Company may determine the timing for such posts.
 - c. The DoD and U.S. Army may choose to promote the project via its owned and operated social media accounts after has publicly announced the project. If the DoD and/or U.S. Army 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.
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 DVIs publicly or copy them; 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.

DoD 

Production Compa 

19. This Agreement consists of **nine (9)** pages including no attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

FOR GLOBAL PHOTO ASSOCIATES USA

(b)(6)

Signature and Date

(b)(6)

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

(b)(6)

(b)(6)

Signature and Date

2023-07-19 15:43:42 PDT

(b)(6)

(b)(6)

GP Docs Inc.
4, 10330-104 Street NW
Edmonton, Alberta, T5T 4X5
Canada

(b)(6)

Do

(b)(6)

Production Company

(b)(6)

REQUEST FOR DOD PRODUCTION ASSISTANCE

In order to evaluate your request for DoD assistance, please provide the following information:

PRODUCTION INFO:

Project title/Working title: The Good Virus

Date of request: June 22, 2023

PRODUCER/ PRODUCTION POINT OF CONTACT (POC):

Name: (b)(6)

Legal Name of Company: ID Docs Inc.

Title: (b)(6)

Address: 4, 10330-104 Street NW

City: Edmonton Province: Alberta

Postal code: T5T 4X5

Country: Canada

Email: (b)(6)

Phone Number: (b)(6)

WHAT TYPE OF PROGRAM IS THIS PROJECT?

Feature film Scripted television Non-scripted reality television

X Documentary/non-scripted Other _____

IS PRODUCTION FULLY FUNDED? x Yes No

WHAT IS THE DISTRIBUTION PLAN FOR THE PRODUCTION? (Name of distributor/network):

The Good Virus will be distributed in Canada via the national broadcast/BDU TELUS Communications. International distribution plans are ongoing.

WILL THE PRODUCTION USED IN CONJUNCTION WITH FUNDRAISING EFFORTS? Yes x No

SYNOPSIS (brief narrative description/treatment of the project):

DoD (b)(6)

Production Company (b)(6)

As millions are dying of bacterial infections, scientists from all over the world are discovering phage therapy - the good virus - that kills superbugs.

A global health emergency is upon us. Since antibiotics are losing their effectiveness, the global death toll of antimicrobial resistance, referred to as AMR, is dwarfing cancer. By 2050, it is estimated that 10 million people per year will die from superbug infections. Unless urgent action is taken, multidrug resistant bacteria will decimate us. For the past 80 years antibiotics were seen as miracle drugs. They treated common infections and made possible modern medical interventions such as chemotherapy, organ transplants, and surgeries. But many bacteria have become resistant to them. Given enough time, bacterial evolution will render every antibiotic ineffective.

Phage Therapy will be the game changer.

Phages are viruses that occur in nature, destroying bacterial cells. Unlike the Covid villain, these "good" viruses have proven to save people who are dangerously ill from bacterial infection. And unlike antibiotics, they destroy the "bad" bacteria, leaving the "good" bacteria unharmed.

The developing world has the chance to develop their own resources to fight AMR, since phages can easily be isolated from contaminated environments and are inherently quick and inexpensive to manufacture and are safe. They get help from phage scientists and doctors from all over the US and Canada working globally as part of the not-for-profit organization Phages for Global Health, to help scientists in Africa and Asia to establish phage banks in their own countries so they can quickly respond to antibiotic-resistant outbreaks.

SPECIFIC REQUEST (assistance requested from DoD):

The Good Virus production is requesting to film at the Walter Reed Army Institute of Research with Dr. Mikeljon Nikolich. We wish to interview him about his research with phage therapy. We are also requesting to film the phage library and the phage research process. We estimate one day of filming, including the interview with Dr. Nikolich.

REQUESTED PRODUCTION START DATE-*Please allow a minimum of fourteen (14) days to process after approval is granted:*

Mid to late August, date negotiable.

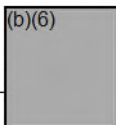
ANTICIPATED PRODUCTION RELEASE DATE:

Summer of 2024

NOTES (any additional information to support your request):

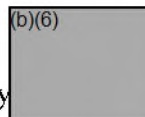
All footage that is filmed with your team will be used only in the film or within the context of the film. The film crew will consist of 3 members, Sound, Camera, and Director Rosvita Dransfeld

DoD



Production Company

(b)(6)



Upon receipt of the above information, we will evaluate your request and respond with our decision.

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

Do [redacted] (b)(6)

Production Company [redacted] (b)(6)