



**U.S. DEPARTMENT OF DEFENSE  
PRODUCTION ASSISTANCE AGREEMENT  
DoD-0011-2023**

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 **Ick Productions, LLC**, hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a **feature motion picture** known at this time as **Ick**. 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:**

- **Staging of 2-3 stationary Humvees from the Texas Army National Guard in Houston on July 23, 2023 in the evening to film the National Guard rescue scenes. Six National Guard personnel will travel with the vehicles from home station to filming location.**
- **Attachment 1 – Cost Estimate**
- **Attachment 2 -- DoD Assistance Request**

The DoD will make reasonable efforts to provide the DoD production assistance requested, 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 consequences 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 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 production assistance for entertainment media operations (“DoD Director of Entertainment Media”). 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) [redacted]  
(b)(6) [redacted] the official DoD representative responsible for ensuring that the terms of this  
DoD (b)(6) [redacted] Production Company (b)(6) [redacted]

Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of **Ick**. 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.

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. 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 cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

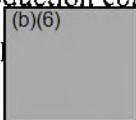
3. DoD has approved production assistance as in the best interest of DoD, based on the **June 5, 2023** version of the script to the extent agreed upon by DoD. The production company must obtain, in advance, DoD concurrence for any subsequent material changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

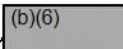
4. The operational capability and readiness of the Military Components will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, DoD 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.

5. There will be no deviation from established DoD safety and conduct standards. The DoD project officer or his or 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.

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 **Ick**. The estimated amount will be detailed and included (e.g., "see Attachment 2," etc.). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated

DoD 

Production Company 

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. 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.
- 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, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment. Should additional costs be necessary, the DoD will make reasonable efforts to notify the production as soon as possible prior to filming. The DoD will not be liable for any delay caused by production requirements for providing advance notice
- 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.
- d. To the extent that 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.

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 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 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 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.
- 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 ensuite toilet.

DoD (b)(6)

Production Company (b)(6)

9. By approving DoD production assistance for **Ick**, 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 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 **Ick**, 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 DoD, its agencies, officers and 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, such as production stills and electronic press kits. 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 web site 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

Do (b)(6)

Production Company (b)(6)

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 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. The production company will bear the cost of 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 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 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 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 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

DoD (b)(6)

Production Company (b)(6)

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 use best efforts to “tag” the applicable DoD and [Service] social media accounts. Production company may determine the timing for such posts.
- c. The DoD and **National Guard** may choose to promote the project via its owned and operated social media accounts. If DoD and/or **National Guard** 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 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 digital videodisc copies of the completed production to 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. DoD will not exhibit these videodiscs 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.

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

DoD (b)(6)

Production Company (b)(6)

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 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 U.S. law and DoD policies.

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

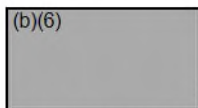
22. This Agreement consists of **ten (10)** pages including **2 attachments**. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

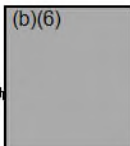
(b)(6)  
  
Signature and Date

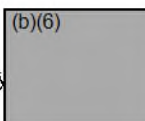
(b)(6)  
DoD Entertainment Media  
Office of the Assistant to The Secretary of  
Defense (Public Affairs)  
1400 Defense Pentagon (Rm. (b)(6))  
Washington, DC 20301-1400

FOR ICK PRODUCTIONS, LLC

(b)(6)  
 July 16, 2023  
Signature and Date

(b)(6)  
Ick Productions, LLC  
(b)(6)  


DoD 

Production Company 

ATTACHMENT 4  
ESTIMATED COSTS

*Production will book flights, hotel, and rental cars for project officers, to be billed directly to the production.*

Item	Cost	Quantity	Notes	Est. Total
<b>Project Officer Per Diem</b>	(b)(5) day	2-3 Days <a href="#">FY 2023 Per Diem Rates for Houston, Texas   GSA</a>	Meals & Incidentals for arrival travel, shoot days, and departure travel	(b)(5)
<b>Airfare</b>	~\$---	1 Roundtrip	BOOKED BY ICK PRODUCTIONS	\$--
<b>Lodging</b>	~\$--	2 Days	BOOKED BY ICK PRODUCTIONS	\$--
<b>Rental Car</b>	~\$---	3 Days	BOOKED BY ICK PRODUCTIONS	\$--
<b>Baggage Fees</b>	(b)(5)	1 Bag Round Trip		(b)(5)
<b>Humvee travel costs (gas)</b>	(b)(5)	2-3 vehicles round trip	Gas	(b)(5)
<b>Humvee personnel pay costs</b>	(b)(5) per day	6 personnel for 2 days	Minimum 2 personnel must travel with each vehicle.	(b)(5)
<b>Humvee personnel Per Diem</b>	(b)(5)	6 personnel for 1-2 days	Minimum 2 personnel must travel with each vehicle.	(b)(5)
<b>Humvee personnel Lodging</b>	~\$--	1-2 days	BOOKED BY ICK PRODUCTIONS	\$--
<b>EST. TOTAL</b>				(b)(5)

**\*Depends on proximity of sourced vehicles...distance.\***

**\*\*Per diem for meals and incidentals, airport transfers, and other unexpected ancillary project officer costs will be submitted to production for reimbursement following the completion of filming.\*\***

The total shown above is only an estimate based on project

D (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: ICK

Date of request: 27 February 2023

### PRODUCER/ PRODUCTION POINT OF CONTACT (POC):

Name (b)(6)

Legal Name of Company: ICK PRODUCTIONS, LLC

Title: Line Producer

Address: (b)(6)

City: State: (b)(6)

Zip code: (b)(6)

Country: USA

Email: (b)(6)

Phone: (b)(6)

### WHAT TYPE OF PROGRAM IS THIS PROJECT?

Feature film  Scripted television  Non-scripted reality television  
 Documentary/non-scripted  Other \_\_\_\_\_

IS PRODUCTION FULLY FUNDED?  Yes  No

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

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

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

ICK Synopsis

All-American high school quarterback Hank Wallace has it all – the unwavering support of his small-town community, a gorgeous cheerleader girlfriend, and the rabid attention of big-time college recruiters. But it all crashes down when a dark, mysterious, and malevolently invasive parasitic plant, commonly known as “Ick,” trips him on the football field – crippling him and sending his life into a downward spiral of alcoholism and depression.

Years later, after the death of his father, Hank is inspired to quit drinking and better his life through education. He becomes the science teacher at his old high school, but the town is overrun with dormant, unmoving, yet ever-growing Ick. Most locals choose to ignore the Ick, save for Hank’s whip-smart student Grace Kim, whose mother is Hank’s former cheerleader girlfriend. Hank suspects he may be Grace’s real father, but as he begins to investigate, the Ick becomes an active trans-morphic monster – eating locals and wreaking havoc throughout the town.

Hank battles the Ick and races to save Grace from a scary Ick assault on a local party. This horrifying night of Ick terror ends only after a swift and strong military response. The Federal Government sets up base at the local Wal-Mart, where a town meeting is held detailing recommended safety protocols. Despite the Federal Government’s steadfast warnings, the locals are reluctant to disrupt their own lives to keep safe from the Ick. Hank shares his paternity theories with Grace and feebly offers fatherly advice, which she immediately rejects.

DoP (b)(6)

Production Company (b)(6)

Prom continues as planned at the high school. Grace is prom queen, her boyfriend is prom king, and the Ick attacks once again. But Hank has discovered the Ick's weakness – UV light. As the Ick descends on Prom, Hank ascends with an armor of jerry-rigged UV lights, determined to save his daughter and her friends from the terror of the Ick. It's a battle that leads him once again to his old stomping ground the football field – in a race to turn the stadium lights on the Ick. But nothing goes as planned and Hank is nearly devoured by Ick – until Grace and her friends unite to pull him from the darkness of the Ick and into the light. The Ick is paralyzed and the town must learn to live with constant UV light to keep the Ick at bay. Hank, now employed at the local light-bulb factory, sees his maybe-daughter Grace off to college in a heart-warming goodbye. There's a lot of rebuilding to do. And Hank Wallace is just the man for the job.

**SPECIFIC REQUEST (assistance requested from DoD):**

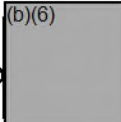
The National Guard saves the day on Page 49. We humbly request National Guard presence, by way of Jeeps, Troop Carriers, Trailers, Personnel, a Tank or similar artillery piece would be awesome. We would also like to keep the National Guard presence for Page 50.

**REQUESTED PRODUCTION START DATE-Please allow a minimum of fourteen (14) days to process after approval is granted: June 2023 (Summer)**

**ANTICIPATED PRODUCTION RELEASE DATE: Summer 2024**

**NOTES (any additional information to support your request): The screenplay portrays the National Guard as the good guys.**

*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*

DoD 

Production Company 