



U.S. DEPARTMENT OF DEFENSE  
NON-SCRIPTED PRODUCTION ASSISTANCE AGREEMENT  
DoD-ND-003-2024

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 **Peninsula Television**, 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 **Murder at the Motel**. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States Government funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

**LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF THE PRODUCTION:**

- **Murder at the Motel is a documentary series on A&E that explores homicides that have taken place at motels across America. This episode will focus on the unfortunate death of Alvin Bulaoro and was investigated by NCIS in cooperation with local police.**
- **U.S. Navy will provide escorted access to film Broll of and interview NCIS / SSA (b)(6) (b)(6) on location in Oceanside CA, on May 9, 2024.**

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

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

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Production Company (b)(6)

responsible for coordinating assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 will apply to this Agreement.

It is understood between 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 or their designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of **Murder at the Motel**. The DoD project officer is the military technical advisor, and all military coordination must go through them. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.
2. DoD has approved production assistance as in the best interest of DoD, based on the email, version of the script, treatment, or narrative description to the extent agreed upon by the 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 Departments will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources. In these circumstances, the DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.
4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or their designee, will coordinate such standards and compliance therewith. The DoD will provide the production company advance notice of such safety or conduct standards upon request.
5. All DoD property or facilities damaged, used, or altered by the production company in connection with the production will be restored by the production company to the same or better condition, cleaned and free of trash, normal wear and tear excepted, as when they were made available for the production company's use.
6. 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 **Murder at the Motel**. The estimated amount will be detailed and included (e.g., "see Attachment 2"). Unless otherwise agreed upon, the production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary.

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Production Company (b)(6)

The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed appropriate by DoD.

- a. The DoD agrees to provide statements of charges assessed by each installation or DoD Component providing assets to assist in the production within 45 days from the last day of the month in which filming is completed.
- b. The production company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including, but not limited to fuel, resultant depot maintenance, expendable supplies, travel and *per diem*, civilian overtime, and lost or damaged equipment.
- c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the last day of the month in which filming is completed.

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

- a. Round-trip air transportation and ground transfers to the production location(s) at which there is a military portrayal or involvement, at times deemed appropriate by the DoD project officer and DoD Director of Entertainment Media.
- b. A full-size vehicle (with fuel and with loss, damage, and collision automobile insurance paid for by the production company) for their personal use during the filming, including for their stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.
- c. Hotel accommodations equivalent to those provided to the production company's crew.
- d. A dedicated, on-location trailer room or other comparable work space with full Internet access, desk, seating, and in-suite toilet.

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

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Production Company

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

- a. Indemnify and hold harmless the DoD, and its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of **Murder at the Motel**, to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold harmless the DoD or its agencies, officers, and/or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD or its agencies, officers, or employees.
- b. Provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or their designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how the DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD website or released on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

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

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage (b)(6)

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Production Company (b)(6)

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

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

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

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

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

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

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

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- 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.

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

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

- a. To the best of the production company's knowledge, information, and belief, this project—including its producers, sponsors, distributors, parent companies, or other affiliates—has not complied with, nor is it likely to comply with, a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.
- b. At any time, if the production company becomes aware of a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China, they will immediately notify the DoD project officer in writing of such demand, including the terms of such demand, and whether the project has complied or is likely to comply with such demand.

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

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

23. This Agreement consists of **seven (7)** pages including **four (4)** attachments. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

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DoD Entertainment Media  
Office of the Assistant to The Secretary of  
Defense (Public Affairs)

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FOR PENINSULA TELEVISION

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Philippa Keogh  
Executive Producer

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May 6<sup>th</sup> - 2024

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~~CONFIDENTIAL~~

As of October 23, 2023

To Whom It May Concern:

I am Senior Vice President, Legal & Business Affairs and Associate General Counsel of A&E Television Networks, LLC (“AETN”), proprietor of the national cable television network A&E®. This letter confirms that the production company TwoDeeTV Ltd. t/a Peninsula Television is producing a true crime documentary series for A&E® that is currently anticipated to premiere in 2024. If you have questions about this matter that may be addressed by the network, please call me at (646) 641-2652.

Very truly yours,

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**A&E TELEVISION NETWORKS, LLC**

