

**DHS MULTIMEDIA AGREEMENT
BETWEEN THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
[Name of Company]**

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself (hereinafter, Agreement collectively “DHS”) and [Name OF COMPANY] (hereinafter “Production Company” or “Company” or “the Company”). This expresses the terms and conditions under which DHS will provide the Company with facility and personnel access, and DHS’ technical and production assistance, and the use of the DHS Visual Identities¹, in connection with the Company’s production with the working title of “[TITLE OF PRODUCTION]” and NETWORK/DISTRIBUTION (hereinafter “Production”). 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. DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.1 Company’s Responsibilities.

Company will undertake the following:

- a. Acknowledge it has read, understood, and accept the requirements of the DHS Instruction 109-01- 001, Instruction on the Participation of the Department of Homeland Security with Film and Television Productions, and DHS Multimedia Guidelines for Filming (“DHS Instruction 109-01-001”).
- b. Submit for DHS review, through the representative that DHS designates for this Production or their designee (“DHS Representative”), the proposed pilot and/or series shooting schedule, treatment, and outline of the Production. If approved, DHS will issue a written authorization regarding the shooting schedule, treatment and/or outline of the Production (“Approved Production”).
- c. Submit in writing to DHS any proposed changes to the shooting schedule, treatment or outline. Revisions to the shooting schedule, treatment or outline must be approved in writing by DHS before the revision can be implemented. However, once principal photography of the Production has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent revisions of the shooting schedule, treatment or outline. Any changes made pursuant to such verbal approval will thereafter be confirmed in writing by the Company and signed by the DHS Representative before the Production is first aired or first released for public consumption.

¹ “DHS Visual Identities,” as used in this Agreement, means the DHS or DHS component name, initials, seal, insignia, trademarks, collective membership marks, trade dress or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

d. Submit written requests to the DHS Representative for permission to use any DHS Visual Identities that extend beyond the normal presence or appearance of those Visual Identities during “routine filming.” DHS Visual Identities are considered to appear during “routine filming,” or are considered “routinely filmed,” when they appear in the Production on DHS uniforms, on/in DHS vehicles, or in any DHS-controlled area of a facility that DHS has authorized to be filmed. DHS hereby grants the Company the right to use such routinely filmed DHS Visual Identities material, without further approval from DHS, in the Production itself, and in connection with the Production, through its advertisements, promotions, publicity, marketing and other material relating to the Production. As stated above, any use of DHS Visual Identities that extend beyond their normal presence or appearance during routine filming must be requested in writing to the DHS Representative. However, once principal photography of the Project has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent usages of DHS Visual Identities. Any such verbal approval will thereafter be confirmed in writing by Company and signed by the DHS Representative before the Production is first aired or first released for public consumption. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the company in identifying DHS Visual Identities in advance. Company specifically agrees not to include any DHS Visual Identities in the title of the production, anywhere in the world, without express written authorization from DHS.

e. Provide DHS, through the DHS Representative, with a viewing of a roughly edited but essentially final version of each episode at a stage in editing when changes can be accommodated (“Rough Cut”), solely to allow DHS to confirm: (1) the usage and depiction of DHS Visual Identities is in accordance with this Agreement and conforms to that represented in the Approved Production; (2) the Production contains no material factual inaccuracies (including displays, acts, or verbal statements that can be proven false by other official DHS documentation) referencing DHS; and (3) the Production does not disclose information which is restricted from disclosure by law, or written DHS policy, including but not limited to classified information, law enforcement or operationally sensitive information, commercial or financial information subject to the Freedom of Information Act (FOIA), Trade Secrets Act, or privacy sensitive information as stated in Paragraph 2.3.

f. Make conforming changes, as DHS requires, so that DHS can approve the Rough Cut pursuant to Paragraph 2.1(A)(v) above. Such approval will not be unreasonably withheld. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Rough Cut within 5 business days, 8-5 pm (EST) excluding holidays, of receipt of the Rough Cut, subject to review of information described in Paragraph 2.1(A)(v). DHS will be granted 5 business days to review each Rough Cut. If DHS is provided multiple Rough Cuts at the same time, the 5 business-day period for review begins for each Rough Cut when a prior Rough Cut has been provided, reviewed and cleared by DHS. Any further extensions for review may be negotiated between the Parties. Company will give DHS ample notice as to when the Rough Cut will arrive for review. In the event of a disagreement, DHS’s decision(s) is binding and final with respect to its sole determination that information described in Paragraph 2.1(A)(v) is not used or depicted absent DHS’ prior written consent. In the event of disagreement, DHS and The Company will seek to resolve the Dispute under Article VI of this Agreement.

g. Permit DHS, through the DHS Representative, to view the “Final Cut” of each episode/documentary film of each Production solely to ensure that no information in Paragraph 2.1(A)(v) was disclosed. Company should notify, and point to, DHS of any footage added between the Rough Cut and Final Cut to ensure that no information in Paragraph 2.1(A)(v) was

disclosed. The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. DHS shall be given an opportunity to review all “Final Cuts” until it has reached “Lock Cut” prior to being delivered to the Distributor. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Final Cut(s) within 3 business days, 8-5 pm (EST) excluding holidays, of receipt of the Final Cut(s), subject to review of information described in Paragraph 2.1(A)(v). If DHS is provided multiple Final Cuts at the same time, the 3 business-day period for review begins for each Final Cut when a prior Final Cut has been provided, reviewed and cleared by DHS. Any further extensions for review may be negotiated between the Parties. Company will give DHS ample notice as to when the Final Cut will arrive for review. Such approval of the Final Cut(s) will not be unreasonably withheld. However, in the event of a disagreement, DHS’s decision(s) is binding and final with respect to its sole determination that the above-mentioned three (3) Final Cut criteria have been faithfully satisfied.

h. Adhere to government-wide laws, regulations and policies with respect to access to and use of Government property, including all established ethics, safety, and conduct standards. DHS will notify Company of any specific DHS regulations or policies that are unique to access and/or use of a specific DHS facility and/or facilities or areas secured or under the control of DHS.

i. Not impair the operational capability and readiness of DHS or its personnel.

j. Agree that all official activities of DHS personnel in assisting the production must be within the scope of normal DHS activities. Employment/use of off-duty DHS personnel in the Production must adhere to DHS Instruction 109-01-001.

k. Ensure that newly created publicity materials, press releases, announcements, or similar promotional matters (“Promotional Materials”) for network airing are approved in writing by DHS prior to any public disclosure, to the extent the Promotional Materials incorporate footage (or stills therefrom) from the Approved Production or footage (or stills therefrom) using and/or depicting DHS Visual Identities in conformity with the Approved Production, though such footage is not ultimately contained in the Approved Production as released. However, similar to viewing and approving the Rough Cut, Company agrees that any Promotional Materials that includes DHS personnel, facilities or Visual Identities, or referencing DHS, must be reviewed and approved by DHS, through the DHS Representative, such approval not to be unreasonably withheld. DHS will endeavor to provide comments, if any, to Company about Promotional Materials within 5 business days, 8-5 pm (EST) excluding holidays, of its receipt of Promotional Materials. Company will provide DHS still images from the production which may include artwork of or for the production.

l. Permit DHS, through the DHS Representative, open access to and on the production sets or sites involving DHS personnel/assets/facilities, so that DHS may fully observe production efforts to ensure compliance with the terms of the Agreement and resolve any issues that arise regarding the Production or this Agreement.

m. Include the following wording in the end titles used in the Final Cut of the Production: *“All trademarks are the property of their respective owners. All trademarks used in this production is for identification purposes only. Use of these trademarks does not imply endorsement.”* The inadvertent failure to include any or all such language shall not be deemed a material breach of this Agreement if promptly and reasonably remedied following Company’s receipt of written notice of such failure.

n. 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 Department of Homeland Security,” with no less than one clear line above and one clear line below such credit acknowledging DHS 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.

o. After the Production broadcast, Company will provide DHS a copy of the aired version to the DHS Representative, as well as the final transcript or shooting script (as applicable) and narration outline, if such Promotional Materials were created. The aired version will be maintained and stored in DHS’s archives and the National Archives in accordance with the Federal Records Act, and in conformance with any federal copyright laws.

p. Production Company will provide DHS with five copies of all promotional and marketing materials (e.g., electronic press kits, one-sheets, and television advertisements) to be used only for internal information and historical purposes in documenting DHS assistance to the production.

q. When filming scenes on DHS-controlled property, or filming scenes involving DHS activities, Company must post prominent privacy notices where filming will occur. These notices must alert the public of the nature and purpose of the filming and provide alternatives to those persons who would be individually identifiable in any filming who do not wish to be filmed. If any persons, including DHS personnel or other third parties who are under DHS control, who are filmed and can be individually identified, Company is required to obtain a written release from such persons allowing their image and/or voice to be used in the production, and to provide such forms to the DHS Representative. DHS may provide or assist Company with necessary approvals or releases from DHS personnel through the DHS Appearance Release Form, as described in Section 2.2(e) below, and supplied as Attachment A to this MMA. Further, for any third parties under the control of DHS, prior to filming, the Company will work with the DHS Representative to ensure that such individuals complete and sign any privacy waivers, if applicable, that are DHS required by Federal laws, regulations, and policies outlined in subsection 2.3 below. Finally, if applicable, prior to entering any third-party residence, Company is required to receive verbal consent from the individual who has an interest in the property to enter such residence, which is to be filmed on camera and provided to DHS at its request, and have such individual complete and sign a location release for the Company to film on or that individual’s property, either prior to the Company entering the residence or later if verbal consent was given and filmed on camera. Company is required to provide all release forms to DHS. Company is liable to DHS for any costs, attorneys’ fees, or any other direct, indirect, or consequential damages to DHS resulting from litigation due to actions arising from Company’s failure to provide such forms, or any other actions that infringe on an individual’s privacy rights.

2.2 DHS’ Responsibilities.

DHS will use reasonable efforts, within the law, to undertake the following:

a. Facilitate production by enabling reasonable access, as permitted by law and consistent with DHS policy and operational requirements, to: (1) DHS facilities and/or facilities maintained, controlled, or secured by DHS; (2) records, personnel, and DHS Visual Identities necessary to assist Company in completion of the Production.

- b. Participate in media events related to the Production only as requested by Company and/or the Production's distributors. Producers are responsible for arranging with the network to provide promotional digital assets (trailers, images) to DHS at least one week prior to premier and/or launch date. In conjunction with agreement, DHS will not post such assets in advance of the network's scheduled promotion. Further, DHS will not disclose any DHS proposed Promotional Materials relating to the Production without Company's prior written approval in each instance.
- c. Designate a DHS Representative to be made available to the Company to facilitate any necessary assistance and serve as a point of contact for all technical and other research for this Production. This includes scheduling interviews, tours, and film footage necessary for the research on this Production.
- d. Provide reasonable assistance in finding appropriate DHS materials (including audio, video, transcripts, and/or photos) ("DHS Materials") to be incorporated into the Production. If the DHS Materials include an identifiable person, and using the DHS Materials for commercial purposes may infringe upon that person's right of privacy, to the extent the person is a current or former DHS personnel or a third party under DHS control, Company will work with the DHS Representative in identifying such person(s) and DHS will provide reasonable assistance to Company in obtaining permission from such person(s) for usage of the DHS Materials by the Company. Company will be solely responsible for obtaining permission from such person(s) for usage of the DHS Materials by the Company for all others that are not under DHS control. Company recognizes that only each identifiable person, and not DHS, has the right to waive their own privacy rights, and DHS will not attempt to unduly influence any identifiable person to waive their rights if they do not wish to do so. Company further recognizes that DHS does not permit likenesses of current DHS employees to be used to endorse commercial products (other than in connection with the Production).
- e. Provide or assist with necessary approvals or releases from appropriate DHS personnel in connection with the use of the DHS Materials. Each DHS personnel appearing in the Production will affirmatively acknowledge, through the DHS Appearance Release, that they are appearing in an official capacity and all rights and liabilities associated with the employee's participation accrues to DHS as the employer. Company shall be provided individual signed copies of fully executed DHS Appearance Releases, the terms of which are incorporated herein by reference and included as Attachment A of this Agreement.
- f. Subject to the provisions of this Agreement, review and reasonably approve the use and/or the depiction of DHS Visual Identities by Company in the Production and in promotions for the Production, cooperate with Company in a timely manner in reviewing Company's usage of and/or depiction of DHS Visual Identities and portrayal of DHS and DHS employees.
- g. Through the DHS Representative, determine the availability of DHS facilities and/or facilities maintained, controlled or secured by DHS for use in the Production. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the Company in identifying DHS Visual Identities and/or information subject to Paragraph 2.3.
- h. Warrant that the DHS Representative working on the Production is empowered by DHS to give the approvals set forth in Article II and that the Company can rely upon such approvals with respect to the Production to the extent provided in accordance with the terms of this Agreement. DHS agrees that the DHS Representative will review, and where appropriate approve, in a timely fashion any changes to the shooting schedule and other revisions to the Approved Production, as well as any

requests for use of the name, initials, seal or insignia of DHS and its components after principal photography of the Project has commenced.

2.3 **Privacy and Nondisclosure.** Company is hereby notified that, unless authorized, DHS is prohibited from disclosing Privacy Act of 1974 (5 U.S.C. § 552a) records of United States citizens/lawful permanent residents, or non-United States/covered citizens subject to the Judicial Redress Act of 2015, or any other information protected from disclosure by regulation or law or DHS and/or DHS component policies, including, but not limited to, those protected by 8 C.F.R. § 208.6, 8 C.F.R. § 236.6 and 8 U.S.C. § 1367. DHS has until the commencement of filming to notify the Company of any DHS privacy policies that can affect any DHS personnel, former DHS personnel, or other third party under DHS control to be filmed. Therefore, unless authorized by DHS, including by way of privacy releases provided to DHS prior to filming, Company is also prohibited from viewing, filming, or disclosing any information subject to federal laws, regulations, and DHS policies cited herein and provided to Company.

Article III – Use of DHS Facilities, Goods, and Resources

3.1 If the Company requests use of facilities, goods, and/or resources, as a condition of DHS assistance, the Company agrees:

- a. To indemnify and hold harmless DHS, its components, executives, officers, contractors, and employees, against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Company's shooting of the Production, to include the use of DHS property or other assistance in connection with the Production at any time, to include pre-production, post-production, and DHS-provided orientation and/or training.
- b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DHS to protect its interests in the property involved; to provide proof of adequate industry standard liability insurance, naming DHS as an additional insured.

3.2 All activities taking place on DHS facilities will comply with applicable requirements, including, without limitation: safety, environmental, aircraft, building, vessel, and security standards that are provided to Company. Access to a DHS facility, and/or facilities or areas secured or under the control of DHS, is contingent upon compliance by the Company with DHS security program conditions. These include, but are not limited to:

- (1) The possession of all proper individual identification documents (e.g., driver's license, passport with appropriate visas).
- (2) The inspection of all equipment and vehicles at any time.
- (3) Production crew escort by designated official(s) throughout at all times, to include pre- production, post-production, and DHS-provided orientation and/or training.
- (4) Production crew cooperation and compliance with the directions of these designated DHS official(s) concerning security and safety issues at all times.
- (5) Submission by Company personnel, including but not limited to production crew, who will be given access to DHS facilities and/or facilities or areas secured or under the control of DHS, to a background check by DHS.

3.3 All costs associated with security program support during production activity will be borne by the Company and negotiated with the respective DHS facility security services contractor prior to the commencement of filming. The Company acknowledges that all DHS properties, including component facilities, are active government facilities at which assigned responsibilities are conducted and from time-to-time unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility and/or facilities or areas secured or under the control of DHS or certain areas of a facility. As such, should any such security condition or operation arise, the Company will not hold DHS or any of its respective components, executives, officers, contractors, and/or employees liable for any interruption, postponement, or prohibition.

3.4 Company agrees to restore all DHS property or facilities damaged, used or altered by the Company in connection with the Production, to the same condition prior to commencement of the Production, normal wear and tear excepted.

3.5 All DHS activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. If adequate appropriations are not forthcoming, DHS has the unilateral right to terminate or postpone this Agreement. DHS endeavors to notify the Company within ten (10) business days of commencement of Production unless there are unforeseen delays in notification.

Article IV – Data Rights and Other Intellectual Property Rights

4.1 Rights in Data.

- a. The term “data” as used in this Agreement means printed or recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, scripts, drawings, artists’ concepts, photographs, film, and computer software and documentation thereof. This term data also includes electronically stored information, documents, email communications, data, information, and/or video footage (collectively called “ESI”).
- b. Company Data. Any data Company has created, developed, has control over, including copyrighted materials, trade secrets, commercial or financial information, for carrying out its responsibilities under this Agreement.
- c. DHS Data. Any data DHS has created, developed, has control over, or received by Company in the course of filming that have been used only for purposes of the Production. This also includes data and DHS Visual Identities that DHS has provided to Company for uses by Company that requires pre-approval by DHS in accordance with Paragraph 2.1(A)(iv).

4.2 Requests for Data Related to Production.

- a. Requests for Data by DHS.

If DHS determines that filming conducted in accordance with this agreement may have captured an event or occurrence for which DHS subsequently determines a criminal investigation, civil action or criminal prosecution may be appropriate, the Production Company agrees to release to DHS without reservation, all photography, video, and sound recordings capturing the event. The Production Company agrees to provide all raw photography, video,

and sound recordings to the DHS within five (5) days of the receipt of written notice from DHS (or sooner, dependent upon presenting a case for prosecution). Furthermore, the Production Company agrees to refrain from release, public distribution, or dissemination of the subject material, provided however, that release, public distribution, or any other use of the material, in whole or in part, by the Production Company may be permitted if such material is, edited, obscured or redacted in such a manner so as to guard against prejudice or adverse impact to DHS or United States of America, and provided that such redacted versions are reviewed and approved by DHS prior to any dissemination.

Company's duty to satisfy any of the aforementioned production requests is separate and apart from, and wholly in addition to, Company's obligation and responsibilities under Paragraph 2.1(B) above. To the extent that any language of this Agreement is deemed by a court to implicate any of the Company's rights under 28 C.F.R. § 50.10, Company's written assent to the terms of this Agreement shall deem the Company a "consenting member of the news media" under the language of that Regulation and shall constitute a waiver of any rights under 28 C.F.R. § 50.10 for the limited purposes outlined herein.

b. Requests for Data by Third Parties to Company.

Regarding third party demands to Company, the Company agrees that it will notify DHS as soon as practically possible, and no later than three (3) business days from the receipt of any and all requests, demands, or subpoenas for any information or data directly or indirectly obtained from DHS through the filming of the Production, or any other Company data that affects DHS equities, including DHS personnel, facilities, and operations. The Company agrees that prior to turning over any data or information or providing any testimony regarding information obtained in the process of filming the Production, Company will contact DHS to determine if DHS wishes to review such Company data or information, which will be granted if requested, and/or challenge or quash the demand for data and information, will provide DHS with copies of any such requests, demands, or subpoenas, and will reasonably cooperate with DHS if it determines to do so. DHS must timely take any action so as not to cause Company to default in responding to any compulsory process.

c. Requests for Data by Third Parties to DHS.

If DHS receives a request for any Company Data provided to DHS as a result of this Agreement, (e.g., Freedom of Information Act (FOIA)), DHS will provide Company with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Company a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed statement of the reasons for which its disclosure objections are not sustained.

DHS will provide Company with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure data, in order that the matter maybe considered for possible judicial intervention. DHS will notify Company promptly of all instances in which requesters have brought suit seeking to compel disclosure of Company Data.

As a result, if Company provides data to DHS that contains copyrighted materials, trade secrets, commercial or financial information, Company shall identify such data with a suitable notice or legend in the submissions set forth herein. Provided the Company provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this Agreement, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Company agrees to identify any information herein such communications it considers to be commercial or financial information that the Company customarily keeps private or closely held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such information. Finally, Company will identify provisions contained herein of this final, signed agreement that it considers to be commercial and financial that Company customarily keeps private and closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such provisions until completion and airing of the production.

Finally, under the FOIA, third parties, including members of the public, may request this Agreement. The DHS Privacy Office (PRIV) will review the agreement under the FOIA to determine any withholdings that may apply. To expedite this review, Company will provide DHS with a copy of the agreement with any sensitive commercial information clearly portion-marked within 10 days of execution of the Agreement. The Agreement with portions marked as sensitive commercial information will be stored, maintained, and kept with the original by the DHS Office of Public Affairs (OPA) in accordance with DHS Records Disposition Schedule (RDS).

4.3 Intellectual Property Rights. All rights, including, without limitation, all rights under copyright, in and to the Production and all photography and sound recordings made by Company hereunder in any and all media, whether now known or hereafter devised, shall be solely owned in perpetuity worldwide by Company and/or its permitted assigned. For purposes of clarification, any use of the image or likeness of a DHS employee outside the scope of this Agreement shall be subject to the prior written consent of DHS.

Article V – Termination

5.1 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 DHS resources identified to assist this project. In the event of dispute, the Production Company will be given a written notice of non-compliance by DHS project officer. The Production Company will have a 72-hour cure period after receipt of written notice of non-compliance. DHS 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, DHS 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 DHS designee responsible for coordinating production assistance for entertainment media operations.

5.2 This Agreement continues until terminated by withdrawal of the necessary Parties. Parties to the

Agreement may unilaterally withdraw from the Agreement at any time. Withdrawal from this Agreement is communicated by formal written notice from the withdrawing Party to the other Parties. The withdrawal of a single Party to this Agreement does not alter the Agreement as it applies to the remaining Parties. In the event of withdrawal from this Agreement by a Party, ongoing authorizations granted under the terms of this Agreement, by the withdrawing Party, immediately cease.

5.3 In the event DHS is considering unilateral termination of this Agreement for material breach or potential material breach of this Agreement by Company, DHS shall notify Company of any such breach or potential breach in writing within ten (10) business days of learning of such breach or potential breach and provide Company a reasonable amount of time in which to cure, which shall not be more than thirty (30) days. The termination of this Agreement shall not affect Company's rights to the recordings previously made, the right to use the Approved Production and the DHS Visual Identities and the right to produce, exhibit, distribute, promote, advertise and otherwise exploit the Production; provided such DHS Materials are used in accordance with all terms of this Agreement and have been approved by DHS to the extent required herein.

5.4 If the Production is to be released after termination of this Agreement for any reason, the provisions of Article II will remain in effect. In the event of such termination, the use of credit lines for DHS's support of the production will not be made without DHS's prior written permission.

Article VI – Disputes

6.1 Except as otherwise provided, all disputes concerning questions of fact or law arising under this Agreement will first be referred in writing to the appropriate contacts at the Company and DHS. DHS and the Company will seek to resolve any dispute by mutual agreement, which when reached, will be final and conclusive. To the extent that the Parties cannot reach such an agreement, the provisions of Article 6.2 will be followed.

6.2 Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. Each Party will endeavor to resolve the disagreement as quickly as possible, but not later than 30 days, at which point the Parties will forward the written presentation of the disagreement to the DHS signatory to this Agreement. The DHS signatory will promptly issue a written opinion. Thereafter the Parties are entitled to all rights and remedies otherwise available to them under law.

6.3 The Parties agree that this Article shall be followed by the Parties in resolving any dispute arising under, or based on, an express or implied provision of this Agreement, including an alleged breach.

6.4 Nothing in this Article will delay DHS's right to terminate this Agreement due to a material breach, subject to Paragraph 5.2 above.

Article VII – Applicable Law & Venue

United States Federal Law governs this Agreement for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The venue for all disputes arising under or related to this Agreement or DHS' assistance with the Production is the District of Columbia.

Article VIII – Assignment of Rights

Company may assign rights to another person or entity under this Agreement or any part of its rights under this Agreement, if expressly agreed to in writing by DHS. Such agreement will not be unreasonably withheld. DHS hereby approves assignment of this Agreement to the distributor(s) of the Production.

Article IX – Revision/Modification

It is the intent of DHS and the Company to implement this Agreement in the form in which it is signed. However, the signatories of this Agreement or their designees may by mutual written consent revise this Agreement. A revision to the Agreement does not in and of itself require consideration in order to take effect, but consideration may be a factor in a specific revision to the Agreement. In the event any portion of this Agreement is determined to be invalid under any applicable law, such provision is to be deemed void and the remainder of this Agreement continues in full force and effect.

Article X – Term

The term of this Agreement (the “Term”) shall commence on the date this Agreement is executed by DHS and shall continue for the life of the Series unless earlier terminated as set forth herein.

Article XI – Notices

Any notice to be given hereunder will be in writing and personally delivered or sent by registered or certified mail, postage prepaid, to the Parties at the following addresses or at such address as the respective Parties may from time to time designate in writing.

FOR DHS: (DHS Representative)

Dept. of Homeland Security
Office of Public Affairs
Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison
Office
Brandon.montgomery@hq.DHS.gov

FOR Company:

CONTACT Person, Company and TITLE
ADDRESS, PHONE, EMAIL:

APPROVAL OF AGREEMENT

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.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: _____
DHS Director, Multimedia, Office of Public Affairs (Date) _____

With concurrence and approval by DHS Components affiliated with this Production, pursuant to DHS's Concurrence Slip.

COMPANY

By: _____
(Date) _____

Printed: _____



Homeland Security

ATTACHMENT A
***FOR INFORMATONAL PURPOSES ONLY**
INTERNAL BETWEEN DHS AND ITS EMPLOYEES

APPEARANCE RELEASE
Department of Homeland Security

I, [NAME OF EMPLOYEE], as a Department of Homeland Security (DHS) employee, agree to appear on the Program ["NAME OF PROGRAM"] (the PROGRAM) for [NAME OF COMPANY] or its assigns (the COMPANY) in my official capacity on behalf of DHS. I authorize COMPANY to film me for the PROGRAM and have no objection to the audio, photographic, or video recording of me, my voice, likeness, conversation, and sounds in conjunction with the PROGRAM, nor to the use, exhibition, distribution and broadcast by COMPANY and its parents, affiliates, subsidiaries, licensees, successors and assigns, or to official use by DHS, of my appearance in conjunction with the PROGRAM an unlimited number of times in perpetuity in any and all media and manner whether now known or hereafter devised throughout the world, nor to the use of my name, photograph, likeness, voice, or biographical material used in conjunction therewith, and for the publicity or promotion thereof, provided that none of the above be used in any manner such as to constitute or otherwise imply an endorsement of any non-Federal individual or entity or the products or services of any non-Federal individual or entity by me, the Department of Homeland Security, or the U.S. Government. My appearance in the PROGRAM cannot be used by COMPANY to constitute or otherwise imply an endorsement of either entity or their individual or combined programs or services.

Although other elements of the PROGRAM may be subject to copyright protection, it should be noted that my appearance is considered to be part of my official duties as an employee of the United States Government, and as such, is not subject to United States Copyright protection pursuant to 17 U.S.C. §105. Any rights in my appearance, outside of the United States, which may be asserted, vest upon creation of the work, in the United States Government as my employer.

All credit for my participation should be attributed to The United States Department of Homeland Security, if any. I hereby relinquish all rights in my appearance to DHS as my employer. All rights and liabilities associated with my appearance and participation in the PROGRAM accrues to DHS as my employer according to the terms of the Multimedia Agreement between DHS and COMPANY, the terms of which are hereby incorporated by reference.

I acknowledge continued compliance with all DHS confidentiality policies, including that which requires me to keep confidential my participation in the PROGRAM.

I acknowledge and agree I will not retain any rights or make any individual claim or action against COMPANY and its respective parents, subsidiaries and affiliated companies and any of their successors, licensees and assigns for damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way arise out of or result from my appearance in the PROGRAM, or the exploitation or promotion of the PROGRAM.

I agree by authorizing filming, a copy of this release will be provided to COMPANY.

Signature

Print Name

Title

Date