

**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 and the following component agencies at the U.S. Customs and Border Protection (“CBP”) and the U.S. Immigration and Customs Enforcement’s (“ICE”) Homeland Security Investigations (“HSI”) (hereinafter, collectively “DHS”) and [NAME OF COMPANY] (hereinafter “COMPANY”). This Agreement expresses the terms and conditions under which DHS will provide COMPANY with facility and personnel access, and DHS’ technical and production assistance, and the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of any DHS Components, in connection with the COMPANY’s production with the working title of “[TITLE OF PRODUCTION]” (hereinafter “Production”). 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.

A. COMPANY will undertake the following:

- a. Submit to the representative that DHS designates for this Production or their designee (“DHS Representative”) a statement acknowledging that the COMPANY has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.
- b. Submit for DHS review, through the DHS Representative, the pilot and/or series shooting schedule, treatment, and outline of the Production. DHS must approve the shooting schedule, treatment and/or outline of the Production in writing (“Approved Materials”).
- 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 by DHS in writing. 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 COMPANY and signed by the DHS Representative.
- d. Submit requests in writing for use of DHS Visual Identities in the Production (See Paragraph 4.2), except to the extent that DHS Visual Identities may appear on DHS uniforms, DHS vehicles, or in a DHS controlled area of any facility authorized by DHS to be filmed which, along with the Visual Identities DHS hereby grants COMPANY the right to use such material in and in connection with the Production and the advertisements, promotions, publicity, marketing and other material relating to the Production, without further approval from DHS. For any additional uses of DHS Visual Identities,

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. 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 DHS Inventions in advance (See Paragraph 4.3).

e. Provide DHS, through the DHS Representative, with a viewing of a roughly edited but essentially final version of parts of each episode of the Production containing DHS personnel, facilities or Visual Identities 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 Materials; (2) any depiction of a DHS Invention (See Paragraph 4.3), which has not been patented, has been filmed in accord with DHS directions; (3) the Production contains no material factual inaccuracies referencing DHS; and (4) the Production does not disclose information which is restricted from disclosure by law or written DHS policy (See Paragraph 2.3), is classified or is law enforcement sensitive.

f. Make conforming changes, as DHS requires, so that DHS can approve the Rough Cut only pursuant to Paragraph 2.1 A. e. above. In the event of a disagreement, DHS’s decision(s) is binding and final with respect to: (1) the usage and depiction of DHS Visual Identities in the Rough Cut is in accordance with this Agreement and conforms to that represented in the Approved Materials; (2) depiction of any DHS Invention (See Paragraph 4.3) which have not been patented; (3) material factual inaccuracies about DHS; and (4) disclosure of information which is restricted from disclosure by law or written DHS policy (See Paragraph 2.3), is classified or is law enforcement sensitive. The COMPANY’s decisions are binding and final as to all other matters which DHS may review. In the event of disagreement, DHS and The COMPANY will seek to resolve the Dispute under Article VI of this Agreement. It is acknowledged that time is of the essence during the post-production period, so DHS will 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. COMPANY will give DHS ample notice as to when the Rough Cut will arrive for review.

g. Permit DHS, through the DHS Representative, to view the Final Cut of the Production solely to ensure that there have been no subsequent material changes in the usage and depiction of DHS Visual Identities; of any DHS Invention; prohibited material factual inaccuracies; or any inadvertent disclosure of information which is restricted from disclosure by law or DHS policy, is classified or is law enforcement sensitive. The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. 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 within 3 business days, 8-5 pm (EST) excluding holidays, of receipt of the Final Cut. It is also acknowledged that DHS may not object to any materials which appeared in the Rough Cut for such Production or materials that was altered in accordance with DHS’ instructions. COMPANY will give DHS ample notice as to when the Final Cut will arrive for review.

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.

B. COMPANY will use reasonable efforts to undertake the following:

- a. Agree that promotional materials for network airing are deemed approved to the extent the materials incorporate footage (or stills taken from footage) from the Approved Production or footage (or stills taken from footage) using and/or depicting DHS Visual Identities in conformity with the Approved Materials though such footage is not ultimately contained in the Approved Production as released. However, similar to viewing and approving the Rough Cut (See Paragraph 2.2(e)), COMPANY agrees that any newly created publicity materials, press releases, or similar promotional matters 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 Visual Identities will not be used in connection with any theme park, theme park attraction, studio tour, or in connection with any publicity, promotion or advertising of same without DHS' prior written approval. DHS will endeavor to provide comments, if any, to COMPANY about Promotional Materials within 5 business days, 8-5 pm (EST) excluding holidays, of receipt of Promotional Materials.
- b. Permit DHS, through the DHS Representative, open access to and on the production sets or sites, 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.
- c. Include substantially the following wording in the end titles used in the Final Cut of the Production: *"Producers thank the Department of Homeland Security for its cooperation and assistance."* and/or *"The Department of Homeland Security's cooperation and assistance does not reflect an endorsement of the contents of the production."* Provided the inadvertent failure to include any or all such language shall not be deemed a breach of this Agreement if reasonably remedied following COMPANY's receipt of written notice of such failure.
- d. After the Production broadcast, provide DHS by mail with five final edited versions of the Production on DVD of each episode, as well as the final transcript or shooting script (as applicable) and narration outline, if such materials were created. These will be stored in both DHS' archives and the National Archives.
- e. When filming scenes on DHS controlled property or filming scenes involving DHS activities, post prominent 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, filmed are able to be individually identified, COMPANY must obtain any required release from such persons allowing their image and/or voice to be used in the production. The DHS Representative will ensure that DHS personnel complete an approved release.

2.2 DHS' Responsibilities. DHS will use reasonable efforts to undertake the following:

- a. Facilitate production by enabling reasonable access, as permitted by law and consistent with DHS policy and operational requirements, to DHS facilities and/or facilities maintained, controlled or secured

by DHS, archives, records and personnel necessary to assist COMPANY in completion of the Production.

- b. Participate in media events related to the Production, as appropriate and only as requested by COMPANY and/or the Production's distributors, including attending opening events, granting interviews and participating in internet-related events. Otherwise, DHS shall not release any press releases or disclose any other information relating to the Production without COMPANY's prior written approval in each instance.
- c. Make the DHS Representative available to the COMPANY to facilitate any necessary technical assistance. The DHS Representative will be the 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) ("Materials") to be incorporated into the Production. If the Materials include an identifiable person, and using the Materials for commercial purposes may infringe upon that person's right of privacy, DHS will provide reasonable assistance in identifying any DHS personnel and assisting the COMPANY in obtaining permission for usage of the Materials by the COMPANY. COMPANY 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 Materials. Each DHS personnel appearing in the Production will affirmatively acknowledge, through the DHS Appearance Release, that she or he is 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, and cooperate with COMPANY in a timely manner in reviewing COMPANY's usage of and/or depiction of DHS's Visual Identities (including 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 DHS Inventions.
- 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 Materials, 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 COMPANY is hereby notified that DHS, as a matter of DHS policy, does not disclose Privacy Act (5 U.S.C. § 552a) information (personal sensitive information) of United States citizens or non-United States citizens nor does it disclose a request for asylum by foreign nationals. Through the DHS representative, DHS will notify the COMPANY of any additional DHS policies that can affect the subject matter to be filmed prior to the commencement of filming.

2.4 DHS has the authority to enter into this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article III – Financial Arrangements

3.1 The COMPANY will be charged for and agrees to reimburse the U.S. Government for those reasonable expenses that are considered to be additional costs to DHS in excess of those that would otherwise have been incurred in the ordinary course of business, provided DHS notifies COMPANY in writing in advance. COMPANY currently does not anticipate any additional costs to DHS in excess of those that would otherwise be incurred in the ordinary course of business and therefore, waives the right to an estimate of those costs, unless specifically requested for the particular assistance rendered.

3.2 If the COMPANY requests use of facilities, goods, and/or resources that is outside the scope of the Approved Materials, reimbursement agreements with DHS components must be completed prior to using the additional DHS facilities, goods and resources. Any and all Reimbursement Agreements must be approved by appropriate contracting authorities within DHS components and submitted to the DHS Representative, or a designee, prior to COMPANY utilizing those additional facilities, goods and resources. The DHS Representative may deny COMPANY access to DHS facilities, goods and resources if appropriate DHS-approved reimbursement agreements are not finalized prior to the proposed access date.

3.3 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, to include pre-production, post-production, and DHS-provided orientation and/or training. This provision will not in any event indemnify or hold harmless DHS, its components, executives, officers, contractors and/or employees from and/or against any claims arising from defects in DHS property and/or negligence or willful misconduct on the part of DHS, CBP, ICE, HIS or any of their respective its components, executives, officers, contractors, and/or employees.

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; and to provide proof of adequate industry standard liability insurance, naming DHS as an additional insured.

3.4 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 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.
- (3) Production crew escort by designated official(s) throughout the production activity.
- (4) Production crew cooperation and compliance with the directions of these designated official(s) concerning security and safety issues.
- (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.

3.5 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. 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.

3.6 COMPANY agrees to restore to the same condition all DHS property or facilities damaged, used or altered by the COMPANY in connection with the Production, normal wear and tear excepted, as when they were made available for the COMPANY's use.

3.7 All 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, this shall be construed as a unilateral termination by DHS under the Termination provision of this Agreement. DHS warrants that appropriated funds are available at this time for its use in connection with its anticipated responsibilities related to the Production.

Article IV – Data Rights and Other Intellectual Property Rights

4.1 Rights in Data.

4.1.1. The term “data” as used in this article 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.

4.1.2. COMPANY Data. All data provided by the COMPANY to DHS remains within the possession and control of the COMPANY and is only provided to DHS for its use in carrying out its responsibilities under this Agreement. In the event it is necessary for COMPANY to furnish DHS with data that either existed prior to, was produced outside of, or is first produced by COMPANY under this Agreement, and such data embodies copyrighted materials, trade secrets or comprises commercial or financial information that is privileged or confidential, and is so identified with a suitable notice or legend or is contained in the

submissions set forth herein, the data will be maintained in confidence and disclosed and used by DHS and its contractors (under suitable conditions) only for carrying out DHS' responsibilities under this Agreement. Upon completion of this Agreement, such data will be returned or destroyed as requested by COMPANY.

4.1.3. DHS Data. The COMPANY agrees that any data obtained from DHS in the course of filming the Production will be used only for purposes of the Production. The COMPANY agrees that any subsequent uses of the data must be pre-approved by DHS in accordance with Article 2.1(A) (d).

4.1.4. 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.

4.2 DHS Visual Identities. "DHS Visual Identities," as used in this Agreement, means the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component 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.

4.3. DHS Inventions.

4.3.1 "DHS Inventions," for the purposes of this Agreement, means any invention or discovery that is or may be patentable or otherwise protected under Title 35 of the United States Code or any novel variety of plant, which or may be protectable under the Plant Variety Protection Act (7 U.S.C. §§ 7321 *et seq.*), or trade secret of DHS, its contractors, or others for which DHS has obligations to hold in confidence.

4.3.2. The COMPANY agrees it will not knowingly present, publish, release, or spotlight information that will reveal any DHS Inventions.

4.4 Requests for Data Related to Production. In consideration of the access granted to Company, Company agrees to respond to administrative subpoenas issued by the U.S. or its agencies or its entities related to the filming of the portions of the Production depicting DHS activities only. Said subpoenas shall include specific detailed information to allow Company to identify relevant data and/or information and to provide only such data and/or information in response to such said subpoena, if COMPANY determines such data and/or information is available and disclosure is warranted and is in accordance with applicable law. Company's waiver of 28 CFR 50.10 applies only for the limited purpose outlined herein and shall not be deemed as a general waiver of such process. Regarding third party demands, 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 requests, demands, or subpoenas for information or data obtained from DHS through the filming of the Production. 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 challenge or quash the demand for information, and 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.

Article V – Termination

5.1 DHS acknowledges and agrees that COMPANY and/or COMPANY's licensees and assigns will be expending significant time, resources and money in good faith reliance upon DHS's timely fulfillment of its obligations hereunder. Except for third party claims pursuant to Paragraph 3.3 a., DHS and COMPANY will not be liable for any costs, loss of profits, attorneys' fees, revenue, or other direct, indirect, or consequential damages to the other party incurred by the other party, its contractors, subcontractors, or customers as a result of any actions related to this Agreement.

5.2 In the event of termination, COMPANY will be obligated to reimburse DHS for all reasonable costs (as set forth and defined in the applicable reimbursable agreement) which have been incurred up to the effective date of the termination as agreed in writing in advance as stated in Article III above and are incurred as a direct result of such termination.

5.3 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.

5.4 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 less than thirty (30) days. The termination of this Agreement shall not affect COMPANY's rights in to the recordings previously made, the right to use the Materials and the DHS Visual Identities and the right to produce, exhibit, distribute, promote, advertise and otherwise exploit the Production; provided such materials are used in accordance with the terms of this Agreement and have been approved by DHS to the extent required herein.

5.5 Neither COMPANY nor its successors are obligated to make any actual use of any photography, recordings, depictions, or other references to the DHS name, initials, seal or insignia hereunder in any project or production or otherwise.

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 to them under law.

6.3 The parties agree that this DISPUTES procedure 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 DISPUTES section will delay DHS's right to immediately terminate this Agreement due to a material, breach, subject to Paragraph 5.4 above.

Article VII – Applicable Law

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 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. Revisions will be in writing. 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)

Department of Homeland Security
Office of Public Affairs

Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison Office
Brandon.montgomery@hq.DHS.gov

FOR COMPANY:

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 Assistant Secretary for Public Affairs

(Date)

COMPANY

By: _____

(Date)

Printed: _____



ATTACHMENT A
***FOR INFORMATIONAL 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