

Department of Homeland Security
DHS Directives System
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**INSTRUCTION OF THE
PARTICIPATION OF THE
DEPARTMENT OF HOMELAND SECURITY
WITH FILM AND
TELEVISION PRODUCTIONS**

I. Purpose:

This Instruction implements the Department of Homeland Security (DHS) Directive 109-01, "Participation of the Department of Homeland Security with Film and Television Productions." This encompasses non-government, entertainment-oriented motion pictures, theatrical productions, television productions including documentaries, non-scripted reality programming, episodic television programs, advertising, video, published books, on-line web productions, digital streaming and other multimedia productions/enterprises.

II. Scope:

- A. This instruction applies throughout DHS; to the extent it is consistent with operational requirements and statutory responsibilities.
- B. For entertainment-oriented motion pictures, theatrical productions, television productions including documentaries, non-scripted reality programming, episodic television programs, advertising, video, published books, on-line web productions, digital streaming, and other multimedia productions seeking only U.S. Coast Guard (USCG) assistance, the Coast Guard may follow USCG Instruction 5728.2, "U.S. Coast Guard Public Affairs Manual," to the extent that manual is not inconsistent with this Instruction.

III. References:

- A. Title 6 United States Code (U.S.C.), Section 112, "Secretary; functions"
- B. Title 14, U.S.C. § 659, "Assistance to film producers"
- C. Title 18 U.S.C. § 701, "Official badges, identification cards, other insignia"
- D. Title 31 U.S.C. § 9701, "Fees and charges for Government services and things of value"

- E. Title 5, Code of Federal Regulations, Part 2635, "Standards of Conduct for Employees of the Executive Branch."
- F. DHS Directive 0030, "Use of U.S. Department of Homeland Security Seal"
- G. DHS Directive 0040, "Flag of the U.S. Department of Homeland Security"
- H. DHS Directive 0480.1, "DHS Standards of Conduct"
- I. DHS Directive 252-05, "Public Affairs Management Structure"
- J. U.S. Coast Guard (USCG) Instruction 5728.2, "U.S. Coast Guard Public Affairs Manual"

IV. Definitions:

A. DHS Multimedia Agreement: The agreement setting forth the specific terms and conditions of the relationship between the producer, studio, network, cable channel, publisher or production company and DHS.

B. U.S. Coast Guard Production Assistance Agreement: The agreement setting forth the specific terms and conditions of the relationship between the producer, studio, network, publisher or production company and the USCG. The document reflects existing USCG authority to receive fully-funded travel reimbursement for the entertainment liaison to supervise and coordinate filming on-scene, and at no cost to the Department. The Production Assistance Agreement does not conflict with the Department's Multimedia Agreement. For the purposes of this Instruction, when the phrase "DHS Multimedia Agreement" is used, it includes the U.S. Coast Guard Production Assistance Agreement for USCG projects.

C. DHS Visual Identities: 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 indicia alone or in combination with other words to convey the impression of affiliation or connection with, approval of, or endorsement by, DHS or any DHS Component.

V. Responsibilities:

A. The **Director, Office of Multimedia**, at the direction of the Assistant Secretary for Public Affairs, serves as the official point of contact for entertainment-oriented motion pictures, theatrical productions, including documentaries, non-scripted reality programming, episodic television programs, advertising, video, published books, on-line web productions, digital streaming and other multimedia productions seeking DHS assistance.

B. The Commandant, USCG, in coordination with the Director, Office of

Multimedia, carries out the functions and exercises the authority in 14 U.S.C. 659 relating to providing assistance to film producers and obtaining reimbursement for assistance provided. For the purposes of this Instruction, when the phrase "Director, Office of Multimedia or his/her designee" is used, it includes the Motion Picture and Television Officer for the USCG.

VI. Content and Procedures:

A. Requests from the news media are directed to the press office within the Office of Public Affairs.

B. Initiating requests. Those seeking DHS's assistance with entertainment related media productions do so through a written proposal provided to the Director, Office of Multimedia. Requests seeking only USCG assistance may be directed to the USCG Motion Picture and Television Office.

1. The written proposal establishes that the project or production complies with the provisions of this Instruction.
2. The proposal establishes that the submitter has an acceptable distribution agreement with a recognized distributor, such as a studio, publisher or network. DHS is generally unable to commit resources on "spec" projects, (i.e., a project which is merely a creative idea with no commitment from a recognized studio, network, production company, publisher or other distributor).
3. DHS does not permit a "teaser" or demonstration reel to be filmed and promoted for distribution. These requirements are intended to prevent individuals from attempting to use a relationship with DHS or its employees to sell a project.
4. The written proposal contains, at minimum, the following:
 - a. A completed DHS Questionnaire.
 - b. A script, treatment, story, proposal, or outline of the project in sufficient detail to allow the Department to evaluate the project's objectives and how DHS involvement is necessary for the project. The Department's agreement to provide assistance to the project is not necessarily agreement to provide all support requested.
 - c. A statement acknowledging that the submitter has read and understands the requirements of this Instruction.
5. Authenticity often requires technical expertise only available from DHS. For that reason, the Department can assist producers, writers, and directors in their efforts to develop a script or proposal that might

ultimately qualify for DHS assistance. The Director, Office of Multimedia is the central contact point for those seeking early technical help for project concepts and project script development. Requestors acknowledge that for productions to be deemed "in the best interest of DHS or the U.S. Government," the productions should be authentic in the portrayal of actual persons, places, DHS operations, and significant historical events.

6. If fictional, the portrayal depicts a feasible or otherwise appropriate, interpretation of DHS programs, operations, and policies. The Director, Office of Multimedia, in consultation with senior management in the Office of Public Affairs, decides whether the script, treatment, outline, or story describes a production that is likely to qualify for Departmental assistance. The Director, Office of Multimedia coordinates within the Components for resources, such as access to technical experts or tours of DHS facilities, and to determine the extent of appropriate script support and whether reimbursement is required.

a. In the case of an early script consultation or final script review, DHS may suggest changes that might resolve issues preventing DHS assistance. However, the decision to accept or reject any suggestions remains within the purview of the authors/producers, and the final creative content of any script or production remains the responsibility of the project's originator. Any general assistance is not to be construed as official DHS approval or support of the project.

b. DHS only agrees to provide production assistance on the basis of a final script version and an accompanying document that clearly identifies the Departmental support requested.

7. Any assistance or permissions are not to be construed as official DHS approval, endorsement, or support of the project. Public statements concerning the project are coordinated with the Office of the Assistant Secretary for Public Affairs.

C. DHS Considerations:

1. The Director, Office of Multimedia may:

a. Assist entertainment-oriented motion pictures, theatrical productions, television productions including documentaries, non-scripted reality programming, episodic television programs, advertising, video, published books, on-line web productions, digital streaming, and similar entertainment oriented video and multimedia productions where such assistance is in the best interest of DHS and the U.S. Government and is consistent with applicable law.

- b. Provide technical assistance to writers, producers, or directors seeking to develop scripts for submission to DHS, on either a reimbursable or non-reimbursable basis;
- c. Receive and review written proposals submitted to the Department;
- d. May consider participation in a production that has a signed and approved SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS STUDENT FILM AGREEMENT for a graduate film school production.
- e. With appropriate assistance and coordination with the DHS Office of the General Counsel, draft, negotiate, amend, and maintain Department of Homeland Security Multimedia Agreements that provide assistance to approved projects.
- f. Coordinate with DHS Components for any support specified in the Department of Homeland Security Multimedia Agreement.
- g. Provide "on set" assistance, including technical scouting trips, pre-production, production, post-production, project screenings, rehearsals, and filming of scenes pertinent to DHS, plus other technical support agreed to under a Department of Homeland Security Multimedia Agreement. When specialized regulation/technical expertise is required, identify available DHS experts whose mission duties allow them to support the production under the Department of Homeland Security Multimedia Agreement.
- h. Ensure that the production adheres to the approved script; approve, in writing, additional revisions to the approved script; and, where necessary after the films' principal photography starts, provide verbal approval for changes. All verbal approvals are reduced to writing by the producer/writer as soon as possible.
- i. Review and approve appropriate wording for end title credits, trailers, publicity photos, and promotional materials to the extent this material relates to the U.S. Government, DHS, or the assistance DHS provided.
- j. Coordinate with DHS Components, where appropriate, to negotiate DHS sub-agreements for goods and resources at DHS requested sites.
- k. Provide oversight as appropriate during all stages of production.

2. In evaluating whether assistance to an entertainment-oriented production is in the best interest of DHS and/or the U.S. Government, consider whether:

- a. The production is authentic in its portrayal of actual persons, places, DHS operations, and significant historical events.
- b. If fictional, whether the portrayal depicts a feasible, or otherwise appropriate, interpretation of DHS programs, operations, and policies.
- c. The production is of informational value and enhances public understanding of DHS, homeland security, or U.S. Government activities.
- d. The assistance does not interfere with DHS's core missions.

3. DHS does not:

- a. Permit commercial services, products, or merchandise advertisements to be filmed or photographed on any DHS controlled property or facility. Any photographs, film, video, images, or sound taken or recorded on or at DHS facilities for advertising and/or commercial purposes, including for a motion picture or television production, require the prior written permission of the Assistant Secretary for Public Affairs or designee.
- b. Permit any DHS controlled property or facility to be rented to any production for use as a commercial, television or motion picture film set.
- c. Permit any DHS or Component uniform, patches, visual identities or other identifying items to be rented for use on a commercial, television program or feature film.
- d. Grant any exclusive rights to a specific production company, studio, network, or its affiliates, to create a production or project based upon DHS activities.
- e. Officially approve or permit the use of any footage, images, or visual identities unless:
 - (1) DHS is part of the story line or project and reviews the script, treatment, story or outline.
 - (2) The DHS MMA has been signed. OR A DHS Release has been signed for limited use of any DHS or Component footage.

(3) Permit any DHS or Component produced film footage, video or sound recording to be used in a commercial, advertisement, or product placement.

f. Ordinarily compete with private sector sources in the provision of goods and resources.

D. Episodic television series:

1. Episodic television series include a number of unique scripts, all of which may not be available at the initiation of production.
2. Proposals for episodic series are presented to DHS with the objectives, the format of the series, the story treatment of the overall series content, and any scripts that were used to sell the series.
3. Specific provisions are contained in the Department of Homeland Security Multimedia Agreement to expedite review of the scripts and requests for assistance for each production in the series, if DHS assistance for the series is approved.

E. DHS Multimedia Agreement:

1. The Concurrence Slip is signed by the Components involved in the production indicating that the production has been reviewed and approved internally.
2. Once the production is approved for DHS assistance, the Department and the producer, studio, network or production company sign a Department of Homeland Security Multimedia Agreement.
3. The Multimedia Agreement establishes the terms and conditions of the requested assistance, including but not limited to schedules, liabilities, points of contact if known, script development, reviews of rough cut the, other pertinent information, and any required reimbursements.
4. If the Multimedia Agreement is signed for a television series (episodic or non-scripted reality series) the Agreement is valid for the length of the series. However for each new season, the production must provide DHS with a breakdown of all requested support from DHS. The DHS Components involved, must review and approve the requested support for that season.
5. The Agreement does not relieve the production company, studio or network from its responsibility for compliance with other applicable laws, regulations and DHS Directives, including those governing the use of the DHS visual identities.

6. No assistance, including location filming, is provided until both parties sign the required DHS Multimedia Agreement.

7. Prior to commencement of principal photography, the production submits requests for the use of any DHS Visual Identities or those of any Component, whether on a set, on costumes, in promotional materials, in layouts, or in other similar circumstances. The Director, Office of Multimedia, approves all uses in writing.

8. An agreement by DHS to provide assistance does not waive the individual privacy or publicity rights of DHS personnel, other Government employees, military personnel, or contractor employee(s) performing work for the Department.

F. Outside employment of DHS personnel:

1. DHS personnel in an off-duty, non-official status may accept employment by production companies approved under Directive 109-01 to perform as actors, extras, etc., provided the activity does not conflict with the individual's official duties and is consistent with any Department and Component approval requirements.

2. If DHS personnel are hired in their personal capacities by the company for an approved production, the production company is responsible for resolving any dispute with unions governing the hiring and payment of those personnel.

3. No official DHS or Component issued uniforms, patches, badges or any other equipment may be used when employed in an off-duty, non-official job.

G. Appearance by DHS personnel in an official capacity:

DHS personnel may appear, as part of their official duties in a production, including appearing in uniform, when all of the following are present:

1. A DHS Multimedia Agreement has been executed.
2. The Office of Public Affairs approves DHS participation in the production.
3. The individual's supervisor approves and directs the individual to participate.
4. There is no compensation provided to the individual.
5. The individual is not given screen credit.

6. The individual signs a DHS Employee Release.

7. There is minimal diversion of the individual from normally assigned duties.

H. Reality show/contest participation in a personal capacity by DHS Personnel:

1. While DHS personnel may request and be granted the authorization to participate in reality TV shows or contests in their personal capacities, personnel are not permitted to provide photographs or footage of themselves in uniform, at work, or otherwise performing DHS duties, or provide visual identities to an outside production company, studio, network or cable channel. Likewise, Component personnel may not provide any official film footage or photographs, not otherwise made publically available, to be used when DHS personnel are participating in their personal capacities, unless the production is approved by DHS under this Instruction.

2. DHS personnel are not permitted to use their DHS title or otherwise imply that the Department or the Government endorses their views or the actions depicted in a media appearance, when the individuals are participants in a reality show, contest or otherwise employed by production company in their personal capacities.

I. Filming on a DHS controlled property or facility:

1. The DHS Multimedia Agreement must be signed prior to any location filming.

2. Before beginning any activity on a DHS facility that involves DHS personnel, property, or services, the production company provides legal proof of adequate liability insurance which names the Department of Homeland Security/the U.S. Government as an "Additional Insured." The agreement for goods and resources also provides for indemnification and hold harmless agreements under which the production company agrees to ensure DHS is not liable for any damages to property or injury to persons as a result of assistance offered under this policy.

3. The production company, studio, or network acknowledges that all

DHS properties are active Government facilities at which DHS personnel conduct their assigned responsibilities and, from time to time, unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility or certain areas of a facility. When filming at facilities owned, operated or controlled by DHS the following applies:

a. All activities taking place on DHS facilities comply with applicable requirements including, without limitation: safety, environmental, aircraft, building, vessel, and security standards.

b. The company agrees to abide by all Federal and State laws and all DHS security regulations.

4. DHS facility access is contingent upon compliance with DHS Security Program conditions. These include, but are not limited to:

a. The possession of proper individual identification documents (e.g., driver's license, passport with appropriate visas).

b. The inspection of all equipment and vehicles.

c. The escort of film crew by security officers or DHS Officials throughout the production activity.

d. The receipt by DHS of required security clearance information as necessary.

5. Film crew cooperates and complies with the directions of security and/or escort officials concerning security and safety issues, as well as instructions relating to where and when the film crew may film.

a. DHS operations cannot be unreasonably impaired. Diversion of equipment, personnel, and materials is kept to a minimum. Activities of DHS personnel assisting the production is consistent with their official duties.

b. While on facilities or property that are owned, operated or controlled by DHS, all film production cast, and crew, including producers and directors contact the Director, Office of Multimedia or his/her designee for any and all requests, approvals, queries, questions, comments, or other forms of official communication or permission.

c. The only individuals receiving credentials or badges are

either on the production crew or performing a specific job on behalf of the specific production company, studio or network. No visitors, including family members or other guests, are permitted on DHS controlled facilities or property unless specifically authorized by the Director, Office of Multimedia or his/her designee. The production company ensures that Department safety and facility dress codes are met by all parties for whom the specific production company requests credentials or badges.

6. DHS reserves the right to collect official Government documentation of the production, including images of cast and crew on DHS controlled facilities or property. This could include government video, accompanying audio and still photography. This documentation is not used in any commercial manner by DHS.

7. Consistent with applicable law, a productions company pays, through a reimbursable or in-kind agreement for costs DHS incurs directly related to the production (extra security, overtime pay, travel, etc.) Advance payment may be required before any assistance is rendered. All agreements for goods and resources are approved by appropriate contracting authorities prior to submission to the Director, Office of Multimedia. Costs associated with security support to the production activity are borne by the company.

VII. Questions

Address any questions or concerns regarding this Instruction to the Director, Office of Multimedia, Office of Public Affairs.



Tanya Bradsher
Assistant Secretary for Public Affairs



Date