



[REDACTED]
Navy Commercial – Income Generation
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Telephone: [REDACTED]
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North One Television Limited
The Bond
180-182 Fazeley St
Birmingham
B5 5SE

Our Ref: FLEET/IG/FILM/023/23

Date: 11 December 2023

Attn: [REDACTED] Senior Producer

OFFER LETTER

Dear [REDACTED]

OFFER OF CONTRACT NO FLEET/IG/FILM/023/23 VERSION 2 – THE PROVISION OF PRODUCTION SERVICES AND FACILITIES FOR THE FILMING OF 'GUY MARTIN - ARCTIC COMMANDO' BETWEEN JANUARY AND MARCH 2024

1. On behalf of the Ministry of Defence (the **Authority**), I am pleased to enclose the contractual document (the **Contract**) which includes the terms and conditions for the provision of production services as specified in the Contract (the **Services**). The provisions of the Contract supersede all previous discussions with you. Should you wish to accept the offer of Services (the **Offer**) please complete and sign the Contract at Enclosure 1 and return it to these offices at the above address either by post or attached to an email that contains a signed and scanned copy of the whole Contract. Upon receipt, the Authority will sign the Contract at which point it will be deemed to be fully executed and such date will be the defined commencement date.
2. Be advised these are the standard terms to which the MOD is willing to allow you to film MOD personnel and military property. Such terms have been carefully drafted to protect the interests of the MOD but are also designed to give you certain rights of exploitation. As such, we inform you that this contract is not open to general negotiation.
3. Notwithstanding the above, if you do have a material/ fundamental issue with any provision in our contract, we may be willing to consider that at our absolute discretion where you outline that concern in writing to us. This does not however mean we are willing to consider general changes to our contract, and should we receive a materially altered contract or requests for significant changes, we reserve the right to either simply reject the filming request or, alternatively, may seek a financial contribution from you for obtaining an external legal review of your proposed changes as a precondition to further consideration of the filming request.
4. In signing the Contract you acknowledge receipt and unconditionally accept the Offer in accordance with the Contract. You further accept that any other terms and conditions or any general reservations that may be printed on any of your correspondence in connection with the provision of the Services shall not have any force or effect.
5. This Offer does not set a precedent for future contracts and shall remain open for unqualified acceptance **until Tuesday 12th December 2023**.
6. Following acceptance of the Offer and the return of the Contract, if you have any queries regarding the Services, please contact the Project Officer whose details are provided at Schedule 3 to the Contract.
7. In accordance with the Authority's commercial policy and to allow the Authority to proceed with the Contract, please can you also complete, sign and return the Statement of Good Standing attached to this document at Enclosure 2.

Yours sincerely

[REDACTED]

[REDACTED]
Senior Commercial Manager
On behalf of the Secretary of State for Defence
v.1.3 May 23
11 December 2023_FINAL

Enclosures:

1. Contract for Production Services
2. Statement of Good Standing

Distribution:

 - NCHQ

MINISTRY OF DEFENCE CONTRACT FOR PRODUCTION SERVICES

Contract Ref Number: FLEET/IG/FILM/023/23 dated Eleventh Day of December Two Thousand and Twenty-Three

BETWEEN

(1) **THE SECRETARY OF STATE FOR DEFENCE** a HM Government Department at Whitehall SW1A 2HB, UK (the **Authority**); and

(2) **NORTH ONE TELEVISION LIMITED** a company incorporated and registered in England & Wales with company number 02315596 whose registered office is Berkshire House, 168-173 High Holborn, London, WC1V 7AA (the **Client**),

(each a "**Party**" and collectively the "**Parties**").

WHEREAS

(A) The Client intends to make a Production (as defined below) and desires to contract with the Authority for the provision of certain specialist services and facilities at a military establishment for the Production.

(B) The Authority is willing to provide such services and facilities, which may include licencing certain Authority intellectual property and archive material to the Client for the Production on the terms and conditions set out in this agreement.

IT IS HEREBY AGREED

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract except where the context otherwise requires, the following words and expressions shall have the following meanings:

"**Authority Copyright Material**" means Crown copyright audio-visual recordings or photographs.

"**Authority Intellectual Property**" means any and all Intellectual Property Rights owned or controlled by the Authority at the Commencement Date or developed by the Authority during the Term (excluding any Authority Copyright Material) which is included in the Production by virtue of having been recorded during the Principal Recording.

"**Authority Personnel**" means Authority staff including both military and civilian personnel, sub-contractor staff and secondees.

"**Authority Review Panel**" means the Authority representatives who will view the Rough Cut and/or Fine Cut version (as applicable) of the Production.

"**Business Day**" means any day excluding Saturdays, Sundays and public and statutory holidays in England.

"**Commencement Date**" means the date upon which the Authority signs this Contract.

"**Commercial Officer**" means the duly authorised representative of the Authority who has responsibility for this Contract including any variations thereto as identified in Schedule 3.

"**Conditions**" mean the terms and conditions of this Contract as amended from time to time in accordance with Clause 5.

"**Contract**" means the agreement between the Authority and the Client for the supply of Services and/or Facilities and comprises these Conditions, the Schedules and any other documents expressly made part of this agreement.

"**Contract Price**" means the agreed value for the provision of the Services and Facilities (excluding VAT or any other relevant taxes) specified in pounds sterling or such other currency as agreed and specified in Schedule 4.

"**Contributor**" means any Authority Personnel or other UK Government department personnel who has agreed to contribute to the Production and has agreed to sign the Authority's Contributor Release Form.

"**Contributor Release Form**" means the Authority's Contributor Release Form completed in accordance with Clause 12 that allows the use of personal images and/or other Personal Data of the Contributor; and **Contributor Release** shall be construed accordingly.

"**Coronavirus**" means the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

“Coronavirus Event” means an event or delay caused by, or arising from or in relation to, a Coronavirus epidemic or pandemic that prevents the performance of any obligations under this contract, including (but not limited to):

- (a) any recommended or mandatory measures introduced by the Government intended to prevent or delay the spread of Coronavirus;
- (b) the delay or cancellation of the Services or the amendment of the Services in such a way that it is not feasible to provide the Services in the manner contemplated by this Contract;
- (c) absences or unavailability of Authority Personnel due to any exigency relating to Coronavirus or a Coronavirus Event;
- (d) any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) where the decision to quarantine or self-isolate is recommended or mandated by the Government;

“Data Protection Law” means any data protection law, directive, legislative enactment, regulation or other binding restriction which is applicable to a Party in exercising its rights or fulfilling its obligations under this Contract for the protection of individuals and the processing of Personal Data, which includes to the extent applicable to the Services, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation (each as amended or updated from time to time in the UK) and any successor legislation.

“DIO” means the Defence Infrastructure Organisation or other organisation empowered by the Authority to manage the Defence estate.

“EIRs” means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or the government department responsible for such regulations.

“Establishment” shall mean any premises, land or building or vessel (whether permanent or temporary) belonging to the Authority including those managed by the DIO.

“Exigency of the Armed Forces” means a circumstance under which the Authority determines that it is no longer able to provide the Services (either for a temporary or permanent period) for operational reasons.

“Facilities” means assets, buildings, facilities and equipment at the Establishment to the extent that they are required in the performance of this Contract or the Services, which are described in Schedule 1.

“Fine Cut” means the final version of the Production which may be undressed with credits and/or sub-titles.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or the government department responsible for such legislation.

“Force Majeure Event” means: (a) an event beyond the reasonable control of either Party including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, war (whether declared or undeclared), threat of war, warlike conditions, blockade, embargo, fire, flood, storm, lightning, explosion earthquake or other natural disaster, pandemic, epidemic or notifiable disease, acts of terrorism, riot, civil unrest or insurrection, malicious damage, acts of government or other international bodies, compliance with any law or governmental order, rule or regulation, political subdivision, unforeseen supply chain issues or any other event which by its nature could not have been foreseen or if it could have been foreseen was unavoidable by a reasonable prudent business; or (b) an Exigency of the Armed Forces.

“Government Property” means any assets other than the Facilities that are owned by the Authority.

“Information” means any information in any written, electronic or other tangible form either: (a) disclosed to one Party by or on behalf of the other Party; or (b) obtained by a Party in connection with this Contract.

“Initial Script” means (if applicable) the version of the Script read and considered by the Authority before execution of this Contract and which forms part of the Production Synopsis.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights in computer software, rights to and in know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Loss” means any loss, liability, damage, cost or expense (including reasonable legal expenses).

“Media” means Primary Media and Secondary Media.

- (a) Schedule and Clause headings are inserted for convenience only and do not affect the construction or interpretation of this Contract;
- (b) Clauses, sub-Clauses and Schedules are to clauses, sub-clauses and schedules to this Contract;
- (c) any statute, enactment, order, regulation or other similar instrument is a reference to it in force for the time being and shall: (i) include all subordinate legislation made from time to time under that instrument; and (ii) be construed to it as amended, supplemented, replaced or consolidated by any subsequent instrument;
- (d) **writing** or **written** includes faxes and email;
- (e) a **person** includes a natural person, firm, body corporate, unincorporated associations or partnership, government, state or agency of a state or joint venture and their successors and permitted assignees or transferees;
- (f) **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) words in the singular include the plural and vice versa; and
- (h) one gender includes a reference to other genders.
- 1.3. Any decision, act or other thing that the Authority is required or authorised to take or do under this Contract shall only be taken or done by the person (or their nominated deputy) authorised in Schedule 3 to take or do that decision, act, or other thing on behalf of the Authority.

2. BASIS OF CONTRACT

- 2.1. This Contract shall come into effect on the Commencement Date and continue until the later of: (a) 29th February 2024; (b) for the period specified in Clause 8.3(b) and/or (c); (c) completion in full of the Services; (d) full and final payment has been made to the Authority by the Client; or (e) termination of this Contract in accordance with Clause 17 or elsewhere in this Contract (the **Term**).
- 2.2. **These Conditions apply to the Contract to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.**
- 2.3. If there is any inconsistency between the provisions of this Contract, the inconsistency shall be resolved using the following order of precedence: (a) the Conditions; (b) Schedule 1; (c) Schedule 4; (d) Schedule 2; and (e) Schedule 3. If either Party becomes aware of any inconsistency, within or between the documents referred to in this Clause, such Party shall notify the other forthwith and the Parties shall seek to resolve that inconsistency. If either Party considers the inconsistency to be material, then the matter shall be determined in accordance with Clause 28. Any amendments or variation to the Contract or these Conditions, shall only be made by issuing a change to the Contract in accordance with Clause 5.

3. SUPPLY OF SERVICES AND FACILITIES

- 3.1. The Authority shall, subject to a Priority Tasking and Clause 3.3: (a) use its reasonable endeavours to provide the Services and access to the Facilities to the Client in accordance with Schedule 1 and any other express terms set out in this Contract including the Statement of Editorial Intent; and (b) perform the Services with due skill and care.
- 3.2. Subject to a Priority Tasking, the Authority shall use its reasonable endeavours to perform the Services within the estimated timescales and shall have the right to make any changes to the Services that are necessary: (a) to comply with any applicable law or safety requirement; or (b) which do not materially affect the nature or quality of the Services. Any changes to the scope of the Services may result in a change to the Contract Price, additional expenses and/or the completion date. For the avoidance of doubt, time shall not be of essence in this Contract.
- 3.3. The provision of the Services and the Facilities is subject to agreement of: (i) the Production Synopsis; (ii) the extent of any Restricted Areas (if any); and (iii) if required, a separate Licence for the use of the Facilities for which a separate additional fee may be payable. Subject to these terms, the Client may to the extent necessary for the production of the Production and unless otherwise agreed in writing with the Authority:
- (a) access the Establishment and use the Facilities and Services to: (i) record the Facilities and Contributors; (ii) rehearse scenes for the Principal Recording; and (iii) take photographs for use either in the Production or in publicity, publishing or marketing connected with the Production;
- (b) reference the Services and Facilities in the Production under their proper title; and
- (c) subject to Clause 8, exploit or exhibit the Production with or without the scenes recorded on, in, at and/or of the Establishment or of any Government Property or Contributors throughout the Territory in the Media.

"Merchandise" means items such as toys, games (including computer games), novelties, posters, fabrics, apparel, food, drink, and similar goods together with books, magazines and other publications which incorporate, or are sold with reference to, images from the Production but excluding the Secondary Media unless expressly agreed with the Authority.

"Open Government Licence" means the licence to use certain government and public sector information granted by the National Archives under the terms detailed on their website at <http://www.nationalarchives.gov.uk/information-management/uk-gov-licensing-framework.htm>.

"Personal Data" shall have the meaning set forth in any applicable Data Protection Law.

"Primary Media" means cinematic showing and/or any broadcasting rights including any analogue and digital distribution by terrestrial, cable, satellite, television and radio transmission together with on-demand, simulcast and internet access except where these are subject to 'pay per view' subscriptions or fees.

"Principal Recording" means the recording of any audio and/or visual images for the Production using the Facilities and/or of the provision of the Services as more particularly set out in Schedule 1.

"Priority Tasking" means an official unexpected priority tasking other than an Exigency of the Armed Forces that may or does have an effect on the availability and/or capacity of the Authority to provide the Services.

"Production Publications" means all publications which are customarily regarded as being ancillary to the publication and exploitation of the Production including: (a) the "making of" books describing the making of the Production; (b) if applicable, either (i) the novelisation of the Scripts of the Production; or (ii) publication of the Scripts of the Production.

"Production Synopsis" means the outline description of the Production agreed between the Parties set forth at Schedule 2 and which includes all subsidiary documents agreed with the Authority in connection with the Production including a Statement of Editorial Intent, Initial Script (if applicable), production outline and production timelines.

"Production" means the television programme to include any trailers, documentaries, making of films, DVD extras, or other productions based on the television programme and audio-visual material connected with advertising, promotion and title of the television programme produced by the Client and in line with the Statement of Editorial Intent.

"Project Officer" means the nominated representative of the Authority identified in Schedule 3 who is responsible for delivering the Services.

"Representative" means any of the Client's employees, directors, agents or subcontractors.

"Restricted Areas" means those parts of the Establishment as advised by the Authority to which the Client and any of its Representatives shall not be allowed access for security, operational and/or safety reasons. The extent of any Restricted Areas shall be agreed by the Authority and the Client prior to the commencement of any Principal Recording and before access to the Establishment is granted. Any decision to grant access to the Establishment and the determination of Restricted Areas resides absolutely with the Authority.

"Rough Cut" means any pre-broadcast version of the Production, or part thereof.

"Secondary Media" means Production Publications and pre-recorded distribution (including via Blu-ray, DVD, video, CD or other storage media) as well as on-demand, simulcast or internet services that are: (a) subject to 'pay per view' subscriptions or fees; or (b) theatrical, onboard aircraft or isolated workplace showings (e.g. oil rigs).

"Services" means the services to be provided by the Authority to the Client which may include the use of any itemised utilities at the Facilities or use or hire of any Government Property as detailed in Schedule 1.

"Statement of Editorial Intent" means the Client's statement issued to and agreed with the Authority in which the purpose, scope, content and creative style of the Production is described. The statement shall also outline the broad sequencing of the Production and outline the Authority Personnel, facilities and resources that are likely to be required by the Client in the making of the Production.

"Term" has the meaning as described in Clause 2.1.

"Territory" means the World.

"VAT" means value added tax or goods and services tax or any equivalent tax chargeable in the UK.

"Written Production Schedule" means the Client's detailed itinerary in terms of dates, times, location and duration of the Production as agreed with the Authority, which shall take account of any preparatory activity together with any required security vetting and the completion of any Contributor Release Forms.

1.2. In this Contract, unless the context otherwise requires or are excluded by the terms of this Contract or are required by law, references to:

3.4. These Conditions make no provision for the Authority to supply transport, accommodation or the food and drink requirements of the Client. Should any of these requirements arise, the Authority may (at its absolute discretion) make such additional services available to the Client, which shall be invoiced to the Client in accordance with Clause 4.7.

3.5. If a Licence is specified as a requirement of this Contract at Schedule 1 and, for whatever reason, either: (a) the parties to that Licence fail to enter into the Licence; or (b) the Licence is terminated for any reason including termination by the effluxion of time, the Authority may, without any liability to the Client, terminate this Contract (whether in whole or in part) with immediate effect by giving written notice to the Client.

3.6. The Authority shall be entitled to withdraw, modify, or otherwise change (including immediately) on written notice to the Client any aspect of the Services and Facilities as required to accommodate any Exigency of the Armed Forces, Coronavirus Event or other Priority Tasking. Any such non-performance or failure by the Authority to fulfil such obligations shall not be deemed to be a breach of this Contract. The Authority shall use its reasonable endeavours to continue to support the Production by the provision of reasonably available alternative services and facilities comparable to the Services and Facilities but the Authority does not warrant that it will be able to provide such support.

3.7. The Authority shall appoint: (a) a Commercial Officer who shall have authority to contractually bind the Authority on all matters relating to the Services; and (b) a Project Officer to co-ordinate and act as key point of contact to the Client. The Authority may replace the Commercial Officer and/or the Project Officer at any time and for any reason whatsoever.

3.8. The Client shall:

- (a) cooperate with the Authority in all matters relating to the Services;
- (b) provide the Authority with such Information and materials as the Authority may reasonably require to provide the Services and ensure that such Information is complete and accurate in all respects; and
- (c) obtain and maintain all necessary licences, permissions and consents that may be required for the Services and/or Production before the date on which the Services and/or Production are to start.

3.9. If any Authority Personnel (including Contributors) are provided to the Client as part of the Services, the Client agrees that such personnel shall not be:

- (a) asked to undertake any task that has not been agreed with the Authority under the terms of this Contract;
- (b) used for any publicity purpose without the prior written consent of the Authority;
- (c) named publicly or otherwise identified by unit name, individual name, rank/position or by any other means without the prior written consent of the Authority;
- (d) identified by service number;
- (e) asked to endorse, be perceived to endorse or comment on, any product, service of the Client or the Client itself; and
- (f) asked to comment on any matter pertaining to the Authority other than as provided for under these Conditions.

4. CONTRACT PRICE AND PAYMENT TERMS

4.1. In consideration for the Services, the Client hereby agrees to pay the Authority:

- (a) the Contract Price for the Services and Facilities as specified in Schedule 1; and
- (b) if applicable:
 - (i) any sums to allow third parties to broadcast the Production in the Primary Media;
 - (ii) any sums for the exploitation of the Production in the Secondary Media;
 - (iii) the fee for the Licence; and
 - (iv) any sums agreed between the Authority and the Client for the use or exploitation of any Authority Copyright Material made pursuant to a licence agreed separately between the Parties, which shall be paid in accordance with the terms of that licence.

4.2. Invoices shall be issued in accordance with the payment schedule at Schedule 4 and shall be raised by the Authority's nominated billing organisation. Where any additional payments (including deposits and out-of-pocket expenses) are required to be paid in advance of the provision of the Services and Facilities, they shall be detailed in Schedule 4.

4.3. The Client shall pay each invoice submitted by the Authority: (a) within thirty (30) days of the invoice having been submitted to the Client (the **Due Date**); and (b) in full and in cleared funds to a bank account nominated by the Authority. If the Client disputes an invoice (in whole or in part), the Parties shall resolve the dispute in accordance with Clause 28. The Client shall not unreasonably withhold payment and shall pay all undisputed amounts in accordance with the terms of the original invoice.

4.4. Without prejudice to any other right or remedy that the Authority may have, if the Client fails to pay the Authority by the Due Date, the Authority may suspend the Services and Facilities (in whole or in part) until payment has been made in full. If the Authority suspends the Services pursuant to this Clause 4.4, the Authority shall have no liability whatsoever to the Client under this Contract or otherwise in respect of any such suspension of the Services.

4.5. All amounts payable by the Client under the Contract are exclusive of any VAT chargeable at the prevailing rate and of any other applicable duties or taxes. Where any taxable supply for VAT purposes is made under this Contract by the Authority to the Client, the Client shall, on receipt of a valid VAT invoice from the Authority, pay to the Authority such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.6. All amounts due to the Authority under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.7. Any additional services provided by the Authority to the Client that have not been previously requested or agreed and are not detailed in this Contract may be charged to the Client as an additional cost, which shall be notified by the Authority to the Client in writing. Where necessary, a further invoice for any additional services shall be raised and the Client shall pay such costs in accordance with the provisions of this Clause 4.

4.8. Where and to the extent that any sums due under this Contract are a 'qualifying debt' under the Late Payment of Commercial Debts (Interest) Act 1998 (the **Act**), the interest charged on such sums (the **Debt**) shall be deemed to a contractual remedy only. Therefore, to the extent permitted by law, the provisions of the Act relating to statutory interest shall not apply to the Contract. All claims for interest made pursuant to this Clause 4.8 shall be notified in writing to the Client and any interest shall not form a part of the Contract Price and shall not be subject to VAT.

5. CHANGES TO THE SERVICES AND CONTRACT AMENDMENTS

5.1. The Client agrees that:

(a) any proposed changes to the Production Synopsis shall be agreed by each Party and the Contract amended in accordance with this Clause 5; and

(b) the failure to agree on any change to the Production Synopsis shall allow the Authority to, without any liability to the Client, prevent the use of any materials created featuring any Contributor(s) or Facilities for broadcast or other publication.

5.2. If the Client is prevented from using the Services and Facilities because of either: (a) any loss or damage to the Facilities and/or Government Property; and/or (b) injury to any Authority Personnel used in the provision of the Services and/or the Production, the Authority shall, subject to Clause 3.6 and unless such loss, damage or injury has been caused by the Client or its Representatives, use its reasonable endeavours to continue to support the Production by offering the Client the provision of other available alternative services and facilities reasonably comparable to the Services and Facilities. The cost of any alternative services and facilities shall be at the expense of the Client. If the Authority deems that suitable alternative services, facilities and personnel are not available, then the Authority shall provide the Client with written notice thereof together with a notice that the Contract shall terminate upon expiry of a period of seven (7) days following the date of such notice.

5.3. If: (a) either Party requests a change to the Services; (b) additional services are requested by the Client; (c) changes to the Services are required to comply with any applicable law or safety requirements; (d) the Services are delayed by a Force Majeure Event, a Coronavirus Event, a Priority Tasking or other circumstances outside the reasonable control of the Authority; or (e) the circumstances described in Clauses 5.1 or 5.2, the Parties shall agree to amend the Contract to detail the changes (**Amendment**).

5.4. Where an Amendment involves a change in the Contract Price, the Parties shall negotiate in good faith and agree in writing a revised Contract Price. The Authority shall not be in breach where the Parties cannot agree upon the cost of any such alternative services and facilities and the Authority shall have the right to terminate this Contract (whether in whole or in part) if a revised Contract Price cannot be agreed. The Authority shall not be obliged to implement any or all of the changes in the Amendment unless and until the Amendment has been signed by duly authorised representatives of each Party.

6. WARRANTIES AND UNDERTAKINGS

6.1. The Client represents and warrants that the Production shall:

(a) be impartial and fair; and

(b) be produced subject to and in accordance with and having regard to any and all applicable industry guidance, regulations, directions, code of practices, guidelines or other such standards or determinations that the Client is either bound to comply or has voluntarily agreed to comply.

6.2. The Client represents and warrants that the Production shall not:

- (a) contain any obscene, unnecessarily offensive, blasphemous or defamatory material;
- (b) to the best of its knowledge and belief, expose the Authority to any civil or criminal proceedings in the UK or elsewhere at any time, except where such proceedings result directly from the actions or negligence of the Authority;
- (c) contain any material which may unfairly or inaccurately bring the name of the Authority into disrepute;
- (d) save for any Intellectual Property Rights licenced to it under this Contract, contain any material that infringes the copyright or any other rights (including Intellectual Property Rights) of a third party at any time; and
- (e) use any material in the Production to which any Authority Personnel has contributed (whether by means of being interviewed, filmed or photographed or otherwise identified) unless such personnel have signed the Authority's Contributor Release Form pursuant to Clause 12. The Parties agree that a breach of this Clause 6.2(e) shall comprise a material breach of these Conditions.

6.3. The Client represents and warrants that:

- (a) it has the authority to enter into and perform in this Contract and is not bound by any previous agreement that adversely affects its ability to perform its obligations under the Contract;
- (b) it shall not use nor permit to be used any recording taken pursuant to this Contract for any purpose other than the making of the Production without the prior written consent of the Authority;
- (c) except for any Authority Intellectual Property and Authority Copyright Material it is the sole owner of or controls all copyright (whether under licence or otherwise) and any other rights in the Production; and
- (d) except for any Intellectual Property Rights licenced to it by the Authority pursuant to Clause 8, the Client shall be solely responsible for obtaining and paying for all copyright clearances, consents, waivers, licences, contractual obligations and any other rights which are due or owed to any third parties arising directly or indirectly from the any material in the Production (or any part of it).

6.4. The Authority represents and warrants to the Client that to the best of its knowledge and belief there are no material facts that would prevent its granting the licences in Clause 8.

7. DISCLOSURE OF INFORMATION

7.1. It is not expected that this Contract will require a security classification. If the Services require access to Information with a Government security classification, the Project Officer shall discuss this requirement with the Client. Where a security classification is required, the Authority's security provisions shall apply together with those of the UK Official Secrets Acts 1911-1989 and any subsequent revisions to that legislation. The Client shall ensure that where its Representatives are operating in conjunction with this Contract, they are provided with notice of the security provisions that apply to them in respect of the delivery of Services under this Contract. These provisions shall survive expiry or termination of the Contract.

7.2. Subject to Clauses 7.4, 7.5 or 7.6, each Party agrees that it shall:

- (a) keep confidential all matters and Information it receives from the other Party relating to this Contract;
- (b) not disclose any of the other Party's Information to any third party without the prior written consent of the other Party; except that the Authority shall be able to disclose Information to any other department, office or agency of the Government;
- (c) not use or copy any of the other Party's Information except to the extent necessary for the purposes of this Contract; and
- (d) use all reasonable endeavours to ensure that their representatives: (i) do not make any disclosure to any unauthorised third party of any matters relating hereto; and (ii) maintain the confidentiality of the Information.

7.3. The Client shall:

- (a) take all reasonable precautions necessary to ensure that all Information disclosed to the Client by or on behalf of the Authority under or in connection with the Contract is disclosed to its Representatives only to the extent necessary for the

performance of this Contract and where required to do so by the Authority ensure that such employees and contractors have an appropriate security clearance in accordance with the Authority's requirements; and

(b) ensure that its Representatives are aware of the arrangements for discharging the obligations within this Clause 7 before they receive Information and take such steps as may be reasonably necessary to enforce such arrangements.

(c) Not discuss any elements of this Contract or its intentions with any Authority personnel not named in this Contract without prior authorisation from the Project Manager named in Schedule 3.

7.4. Clauses 7.1 and 7.3 shall not apply to any Information to the extent that either Party:

(a) exercises the rights of use or disclosure granted in accordance with this Contract;

(b) can show that the Information was:

(i) or has become publicly known other than in breach of this Contract or any other agreement between the Parties;

(ii) already known to it (without restrictions on disclosure or use) before receiving it under or in connection with this Contract;

(iii) received without restriction on further disclosure from a third party who lawfully acquired it and who was not under an obligation restricting its disclosure; or

(iv) derived independently of that received under or in connection with this Contract.

7.5. Neither Party shall be in breach of this Clause 7 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with any statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the owner of the Information is made aware of the disclosure, but such disclosure shall not diminish the obligations of the Parties under this Clause 7.

7.6. The Authority shall not be in breach of this Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the FOIA or EIRs. To the extent permitted by the time for compliance under the FOIA or EIRs, the Authority shall consult with the Client where the Authority is considering disclosing any Information under the FOIA or EIRs and shall provide prior notification to the Client of any decision to disclose any Information. The Client acknowledges and accepts that its representations on disclosure during any consultation with the Authority may not be determinative and the decision whether to disclose Information to comply with the FOIA or EIRs is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the FOIA or EIRs. For the avoidance of doubt, nothing in this Clause 7 shall affect the Client's rights at law.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All pre-existing Intellectual Property Rights belonging to or licenced to a Party or other Intellectual Property Rights created outside the scope of the Services is and shall remain the exclusive property of the party owning it and except as expressly provided in this Contract, no Party shall acquire any rights in or to such Intellectual Property rights.

8.2. Where the Client has entered or intends to enter into an agreement with a third-party broadcaster for the Production the Client shall not assign nor transfer any of the rights in or to any Authority Intellectual Property in the Production without the prior written consent of the Authority in accordance with Clause 8.3 below.

8.3. The Authority shall grant to the Client (or where the Client is not the broadcaster permission to assign such rights to the first broadcaster of the Production on similar terms to those contained in this Contract) a non-exclusive licence to use the Authority Intellectual Property in the Territory to:

(a) advertise, promote and broadcast the Production in the Primary Media without any further payment to the Authority;

(b) subject to the Client paying the Authority a commercial exploitation fee of £3,000,00 (three thousand pounds), allow third parties to broadcast the Production in the Primary Media for a period of five years from the Commencement Date; and

(c) market, distribute and sell, and to licence others to market, distribute and sell, the Production in the Secondary Media subject to payment to the Authority of a commercial exploitation fee of £3,000,00 (three thousand for a period of five years from the Commencement Date.

8.4. The use of any Authority Copyright Material provided expressly by the Authority to the Client under this Contract may be used without charge under the terms of the Open Government Licence. The acknowledgement for using Authority Copyright Material is as follows:

"[Title of material]. UK Ministry of Defence. © Crown copyright [year of creation]. Reproduced under the terms of the Open Government Licence."

8.5. The licence granted to the Client (or first broadcaster) to use any Authority Intellectual Property at Clause 8.3 specifically excludes the right to commercially exploit any Authority Intellectual Property by the sale of Merchandise. If the Client or any broadcaster wishes to exploit any Authority Intellectual Property by the sale of Merchandise, they shall first enter into a merchandising licence agreement with the Authority. The responsibility for granting such licences rests with the Authority's Directorate of Intellectual Property Rights, whose address is at Schedule 3.

9. CONSULTATION

9.1. The Client agrees that the final version of the Production shall only be broadcast or otherwise published with the express written approval of the Authority Review Panel and the Authority. A proforma approval form is attached at Schedule 6.

9.2. As soon as practicable after completion of each of the Rough Cut and/or Final Cut, the Client shall, at times and dates to be agreed, provide the Authority Review Panel with the opportunity to view the Rough Cut and/or Fine Cut (as applicable) of the/each Production featuring or referring to the Authority and/or material obtained under this Contract as part of the Principal Recording. As operational requirements take priority, should it not be possible to ensure all required authority Representatives are in attendance then a further opportunity to view the Rough Cut shall be provided to the Authority.

9.3. Following the review, the Authority may make representations to the Client pursuant to Clause 9.7 of required changes. The Client shall notify the Authority of any substantive changes (either visual or aural) to the Rough Cut or Fine Cut of the/each Production (as applicable) after it has been reviewed by the Authority Review Panel and if any changes have been made in response to the representations made by the Authority or otherwise. The Client shall allow the Authority Review Panel a further opportunity to view the Production and make further representations pursuant to Clause 9.7 before the first broadcast of the Production.

9.4. Where the Authority reasonably considers that the Client has not reasonably taken into account its concerns or issues pursuant to Clause 9.7 with regards to edits to the Rough Cut and/or Final Cut, then the Authority shall be entitled to withhold its approval to broadcast any Rough Cut and/or Fine Cut of the Programme featuring Contributor or Facilities.

9.5. The Authority acknowledges that:

- (a) the Project Officer is duly authorised to conduct any consultation activities with the Client; and
- (b) as at the date of this Contract, the Client has consulted fully with the Authority about the Production Synopsis.

9.6. The Client undertakes that it shall:

- (a) at all times acting in utmost good faith, pay express regard to the Authority's views on issues contained in the Rough Cut and/or the Fine Cut;
- (b) consult with the Authority in full and on an ongoing basis about any changes; (i) to the Rough Cut and/or Fine Cut that are relevant to the Authority to ensure factual accuracy; and (ii) that would make a material difference to the Production Synopsis; and
- (c) only make edits to the Production that are reasonably consistent with the Production Synopsis.

9.7. The Authority acknowledges that the Client shall have editorial independence and control over the Production. Subject to the following conditions, the Client shall:

- (a) exclude from the Production, at the request of the Authority, any material that:
 - (i) identifies fatalities or casualties (including other military or civilian personnel serving with the Authority); or
 - (ii) in the reasonable opinion of the Authority:
 - (1) would be likely to prejudice or damage: (A) UK national security (including operational security and personal) security); (B) the security interests of any ally; or (C) any other vital national interests;
 - (2) has been provided to the UK by a foreign country subject to confidentiality constraints;
 - (3) would damage or be likely to damage the reputation or prejudice the safety of: (A) the Authority; (B) any Authority Personnel or other UK Government personnel; or (C) the security interests of any ally and their nationals; or
 - (4) [REDACTED]
- (b) correct any material which, in the Authority's reasonable opinion, is factually inaccurate and which is drawn to the Client's attention by the Authority Review Panel at the Rough Cut and/or Fine Cut review or at any time thereafter whether prior to first broadcast or otherwise;

(c) consider in good faith any comments or representations made by the Authority to the Client in relation to the content, balance and historical and technical accuracy of the Production at the Fine Cut review or at any reasonable time before first broadcast. For the purposes of this Clause 9.8(c), a reasonable time is deemed to be sufficient time to allow for any amendment of the Production by the Client as requested by the Authority pursuant to this Contract;

(d) provide an opportunity for an advance showing of the Production to the immediate families/dependants (spouse/parents/children/partner/guardian) of identifiable Authority Personnel who have died in service and, if not already published, remove any material identifying such Authority Personnel if that is the wish of the families;

(e) unless required by law and except as expressly agreed in this Contract, not broadcast or transmit, nor permit to be broadcast or transmit, any material (whether used or unused in the Production) that refers to any current or former Authority Personnel (or make such material available to any third party) without the prior written consent of the Authority;

(f) not to broadcast nor permit to be broadcast nor transmit any part or parts of the Production containing official discussions carried on at meetings attended by Authority Personnel until the Authority has consented to the timing of the first such broadcast or transmission; and

(g) without prejudice to the provisions of Clause 9.7(a)(ii), not use any material in the Production that shows any Authority Personnel acting contrary to any military or civilian personnel regulations without showing, in the same Production, the legal consequences that have resulted from the individual's actions.

9.9. Nothing in this Contract shall prevent the Client from promoting and publicising the Production before its broadcast provided that any material to be used for those purposes shall be made available to the Authority for review beforehand and the Authority is permitted to exercise its rights pursuant to Clause 9.7.

10. SECURITY

10.1. Should any IT systems used to conduct filming and editing not be accredited to handle SECRET and above information, and where the Authority deems there is unacceptable risk that SECRET and above information may be captured, the Client shall warrant that:

- a) All electronic devices used within secure compartments or Restricted Areas must not be Wi-Fi or Bluetooth capable.
- b) Any connection to MOD systems is prohibited.
- c) cyber best practice shall be adhered to, including use of encryption, regular patching and use of up to date anti-virus.

10.2. In the event of inadvertent capture by video or audio of classified or protectively marked material or information, the information or material will be screened by the Authority or otherwise protected before filming recommences. Filming will not recommence until the appropriate security conditions can be met. Undetected capture of classified or protectively marked material or information, or that which cannot be treated at the time of filming, shall be noted and addressed during the screening and editing process. The Authority retains the right to view any footage taken at the time of filming on request if it considers security classification may be in question.

10.3. On completion of filming, where the Authority is concerned that SECRET or above information or footage may have been captured, the Client shall hand over all IT equipment, electronic devices, cameras or photographic equipment (Media) containing footage to the Authority and the Authority will provide a secure, Authority controlled area for the Client to complete editing of the footage. Such Media shall then be retained by the Authority for forensic examination before being returned to the Client. Any unused footage subject to these controls may be destroyed by a CPNI-approved method or be retained by the Authority.

11. PUBLIC RELATIONS AND RELATED MATTERS

11.1. Neither Party shall refer to the terms of this Contract in any advertising, publicity or promotional material without the prior written consent of the other Party. All press, publicity and media releases for the Production shall be coordinated through the public relations bodies of the Parties. For the avoidance of doubt, the intent is that such coordination shall be mutually beneficial and supportive of the Statement of Editorial Intent.

11.2. The Client shall:

(a) provide an on-screen credit to the Authority in the Production in so far as is consistent with any applicable industry guidance, regulations, direct code of practice, guidelines or other such standards or determination with which the Client as a Client of television, film or radio programmes is bound to comply or has voluntarily agreed to comply.

(b) at the request of the Authority, provide to the Project Officer one (1) electronic copy and sample of any publicity, promotional, advertising and packing material in respect of the marketing and commercial exploitation of the Production for review prior to distribution.

In conducting any review of the above materials, the Project Officer shall reasonably consider any content featuring the Authority, its personnel or equipment and whether or not the use of any permitted Intellectual Property Rights are consistent with the

Authority's brand guidelines from time to time in force. Any reasonably requested variation(s) by the Project Officer shall not be unreasonably refused by the Client.

- (c) keep the Authority informed of the progress of the production of the Production and any exploitation in the Media; and
- (d) provide the Authority with details of all proposed release dates/broadcast dates of the Production at least a month prior to the first broadcast.

11.3. If the Client creates an official website or webpage for the Production, it shall arrange for a link to be created to the Authority's website. The Client agrees that the form of the link with the Authority website shall be approved in advance by the Authority.

11.4. Within 28 days following first broadcast of the Production, the Client shall provide the Authority in writing with the overnight viewing figure for the first day following broadcast.

11.5. Where the Production consists of a series of episodes, within 28 days following each episode, the Client shall provide the Authority, in writing, with the following data:

- a) Overnight viewing figure by end of first day following broadcast
- b) Programme % share across main channels (the big 5)
- c) Programme % share compared to % benchmark share
- d) Rank in time slot
- e) Breakdown by age group (% share, principally 16-34 age group),
- f) Breakdown by male, female (% share within principal age group)
- g) Breakdown by NRS social grades (% share within principal age group)

11.6. Where the Production consists of a series of episodes, within 28 days following the end of the Production series, the consolidated figure for catch-up/on demand covering points (a) to (g) for each episode (noting that this could exceed 40 days after first broadcast).

12. CONTRIBUTOR RELEASE FORM

12.1. Save where the Authority explicitly requires the Client to obtain a Contributor Release Form, the Authority's Project Officer, or such other person nominated by the Project Officer, shall obtain from any Authority Personnel featured in the Production, a Contributor Release Form in the form set out at Schedule 5 on or before the Filming Date or as soon as reasonably practicable thereafter and share an electronic copy with the Client of such Contributor Release Form(s). It shall be the responsibility of the Client to obtain appropriate consents from persons that are not considered to be Authority Personnel. The Client agrees that the Authority and any Authority Personnel shall not be asked or required to sign any release forms provided by the Client. For the avoidance of doubt, the Parties agree and acknowledge that no Authority Personnel shall be compelled to agree to any such consent required by this Contract nor shall the Authority be obliged to procure the signature of any Authority Personnel.

12.2. The Client shall take all reasonable steps to ensure that only consenting individuals are recorded for the Production including any Authority Personnel. The Client agrees that any featured individual who does not consent to being filmed for the Production shall not be identified in the Production, whether by cutting around them during the editing stage or by blurring/obscuring so that such individuals are not identifiable. The Parties agree that a breach of this Clause 12.2 shall comprise a material breach of these Conditions.

12.3. The Client agrees that it shall maintain the anonymity of any Contributor who does not want to be identified in the Production for any reason or upon the specific request of the Authority. Such circumstances shall normally occur for reasons of national/individual security or for other personal reasons but the Authority shall not be obliged to disclose the reason for anonymity to the Client. The Parties agree that a breach of this Clause 12.3 shall comprise a material breach of these Conditions.

12.4. Where the Authority has secured the assignment to it of a Contributor's rights in accordance with this Clause 12, then, subject to the terms of this Contract and in particular the Authority's consultation rights under Clause 9, the Authority grants to the Client the following rights in respect of the contribution of each Contributor who completes a Contributor Release Form:

(a) except where the Authority or a Contributor has specifically requested that they remain anonymous, the right to use the Contributor's name and photographs and other images taken from the Principal Recording for the sole purposes of publicity and advertising purposes in connection with the exploitation, sale, advertising and promotion of the Production; and

(b) the right to edit, copy, adapt or translate (collectively **Edit**) the performance of a Contributor as the Client (in its reasonable discretion sees fit); provided that any such Editing does not misrepresent the Contributor nor bring that individual into disrepute in circumstances where had such Editing not taken place the Contributor would not have been brought into disrepute.

13. PERSONAL DATA

In the performance of this Contract, each Party shall comply with its obligations under the relevant Data Protection Law. This Clause 13 is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Law.

14. INSURANCE

14.1 The Client shall ensure that at all times during the Term and for a year thereafter, it shall maintain in force, with a reputable insurance company insurance of all risks usually insured for its business. Such insurance shall include public liability insurance to cover all liabilities and any Loss or injury which may occur to any property or to any person arising out of or in connection with the Contract and Services authorised in the amount of not less than [REDACTED] per incident and for an unlimited number of incidents. The Client shall also maintain professional liability insurance and any other insurance that it may be statutorily required to maintain.

14.2 Upon request, the Client shall promptly forward to the Project Officer certificates of insurance or premium receipts in respect of such insurances. The Client shall upon request provide to the Authority evidence of any renewal of such public liability insurance policies procured by the Client.

14.3 If the Client is unable to provide: (a) a certificate of insurance; or (b) the level of insurance cover as specified in Clause 14.1, the Authority shall be entitled to suspend or cease the Services, whereupon this Contract may be terminated.

15. LIABILITY

15.1 Nothing in these Conditions shall limit or exclude a Party's liability for:

- (a) any liability which cannot be limited or excluded by applicable law including for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation; or
- (b) breach of Clause 13 (Personal Data) or Clause 16 (Indemnities).

15.2 Nothing in this Contract shall prejudice the ability of the Authority in carrying out its operational duties and no liability shall be incurred by the Authority under this Contract or otherwise should the Authority be unable to perform the Services and/or its other obligations under this Contract at any time due to an Exigency of the Armed Forces or other Priority Tasking.

15.3 Subject to Clause 15.1, the Authority's total liability to the Client whether in contract, tort (including negligence), breach of statutory duty, howsoever arising under or in connection with the Contract, shall in no circumstances exceed the Contract Price.

15.4 Subject to Clause 15, the Authority shall under no circumstances be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any Loss arising under or in connection with this Contract in respect of any:

- (a) (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) damage to or loss of use or corruption of data or information (including digital video or audio recordings); (v) loss of or damage to goodwill; or (vi) loss of anticipated savings or any other sort of economic loss (in each case whether direct or indirect); or
- (b) any indirect or consequential loss; or
- (c) a Force Majeure Event,
- (d) a Coronavirus Event,

and each type of loss arising under this Clause 15.4 shall be severable in accordance with Clause 29.6.

15.5 Subject to Clause 15, the Authority shall not have any liability whatsoever in respect of any Loss to the Client's property or injury or death to its Representatives arising from or in connection with this Contract except to the extent that any such injury or death is due to the negligence of the Authority.

15.6 If the Authority's performance of its obligations under this Contract are prevented or delayed by an act or omission of the Client or its Representatives, the Authority shall not be liable for any costs, charges or Losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

15.7 Except as set out in this Contract, all warranties, conditions, terms express or implied, whether by statute, common law, custom trade usage, course of dealing or otherwise (including as to quality, performance or suitability for purpose) in respect of the Services, are, to the fullest extent permitted by law, excluded from this Contract.

16. INDEMNITIES

16.1 The Client shall indemnify in full and on demand, the Authority against all:

- (a) loss of or damage to the Authority's property and all claims for injury to (including sickness) or death to any Authority Personnel including all costs and expenses arising from or in connection with this Contract (including any hospital, medical, repatriation, recuperation or funeral costs or expenses) where such Loss, injury, sickness or death is caused by the Client or its Representatives; or

(b) all claims from third parties in respect of any Loss, liability, damage (whether civil or criminal), injury or death and all costs or expenses arising from or in connection with this Contract where such Loss, damage, injury or death is caused by the Client or its Representatives; or

(c) any Losses or claims arising from the Licence including the use of the Facilities and any breach by the Client of the terms of the Licence.

16.2 The Client shall indemnify the Authority and its agents, officers and employees against any and all Losses arising out of any claims made by a third party as a result of any infringement or alleged infringement of the Intellectual Property Rights of a third party arising from the use of any materials, equipment, documentation or software provided by the Client to support the Services and/or Production.

17. TERMINATION

17.1 A Party may terminate this Contract prior to completion of the Services at any time and for any reason: (a) upon ten (10) days written notice to the other Party; or (b) by mutual consent.

17.2 To the extent permitted by law and without limiting its other rights or remedies, each Party may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the other Party if the other Party:

(a) commits a breach of this Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

(b) repeatedly breaches any of the Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having an intention to give effect to the terms of this Contract.

17.3 To the extent permitted by law and without limiting its other rights or remedies, the Authority may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Client if:

(a) there is an Exigency of the Armed Forces, a Coronavirus Event or a Priority Tasking;

(b) the Client is in breach of the representations and warranties in Clause 6;

(c) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; or being an individual is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or the Client suspends or threatens to suspend or ceases or threatens to cease to carry on all or substantially the whole of its business;

(d) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of a court), having a receiver appointed to any of its assets or ceasing to carry on its business

(e) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

(f) the Client commits an offence under any anti-bribery legislation including the Bribery Act 2010, or any act of fraud or corruption (which includes any anti-competitive conduct);

(g) in the Authority's reasonable opinion, the Client is in breach of statutory health and safety regulations relating to any matter relating to this Contract or if any security concerns arise.

(h) the Client either undertakes or attempts to film, photograph or record (collectively **Record**) anything at the Establishment (including the Facilities or the recording of any Authority Personnel) that has not been agreed or approved in advance in writing by the Authority or which the Authority has objected to being Recorded.

(i) the Client commits a breach of the Official Secrets Act and/or terms specified under JSP580 – MOD Green Book for Media Personnel operating within Military organisations.

(j) the Authority's Project Officer named in Schedule 3 chooses to cease filming for whatever reason and at any juncture. Any such termination shall not be deemed to be a breach of this Contract.

17.4 Where the Licence entered into in accordance with Clause 3.5 above expires, terminates or is revoked by the Authority, this Contract shall automatically terminate.

17.5 Without limiting its other rights or remedies, the Authority may suspend the Services (in whole or in part) or any other contract between the Client and the Authority if: (a) the Client fails to pay any amount due under this Contract on the Due Date; (b) the Client becomes subject to any of the events listed in Clauses 17.3(c) – 17.3(g) inclusive or the Authority reasonably believes that the Client is about to become subject to any of them; or (c) for such time as the Client is in material breach of this Contract.

18. CONSEQUENCES OF TERMINATION

18.1 If the Services are cancelled or terminated in accordance with this Contract (including for a Force Majeure Event or a Coronavirus Event) and without prejudice to any right to claim for interest under the law or any other such right under this Contract, the Client shall immediately pay to the Authority:

- (a) all of the Authority's outstanding invoices;
- (b) any irrevocably obligated costs or other expenses incurred by the Authority in connection with the Services up to the date of termination or cancellation;
- (c) any the Services supplied by the Authority or Facilities used by the Client up to the date of termination or cancellation but for which no invoice has been raised;
- (d) the licences granted under Clause 8.3 shall cease except in relation to any material that has been broadcasted; and
- (e) where the Contract has been terminated pursuant to Clause 17, the Client shall either:
 - (i) relinquish to the Authority any recordings, including copies, which is subject to the provisions of those Clauses; or
 - (ii) only use any such recordings with the prior written consent of the Authority having followed the consultation process in Clause 9.

18.2 The Authority shall submit an invoice to the Client for any unpaid Services, costs or expenses pursuant to Clause 18.1(a) which shall be payable by the Client immediately upon receipt.

18.3 The accrued rights and remedies of the Parties at termination of this Contract shall not be affected, including the right to claim damages for any breach of the Contract which existed at or before the date of termination or expiry.

18.4 Save where the provisions of Clause 18.1(e) apply, the Authority's rights under Clause 9 in respect of consultation on the Production content (whether of the whole or of a part due to early termination) shall subsist beyond Contract termination until the Parties have agreed the final content of the Production.

18.5 Termination of this Contract shall not relieve either Party of their obligations to the other in respect of: (a) maintaining the confidentiality of Information; (b) intellectual property; (c) obtaining consent for the use of Personal Data; (d) indemnities; (e) liability; and (f) compensation for the Services. The provisions of this Clause 18.5 together with any other Clause which is expressly or by implication necessary for the interpretation or enforcement of this Contract shall survive the expiry or termination of this Contract howsoever arising.

19. FORCE MAJEURE

The Authority shall not be liable to the Client or in breach of this Contract for any delay in performing, or failure to perform the Services to the extent that such delay or failure is a result of a Force Majeure Event. In such circumstances, any time specified for completion of the Services shall be automatically extended for the period of the Force Majeure Event. Notwithstanding the foregoing, each Party shall use reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure Event.

20. CORONAVIRUS EVENT

20.1 Neither party shall be in breach of this contract or liable for any failure to perform (including, but not limited to, liable to pay compensation), or any delay in performing, any of its obligations under this contract that are prevented or delayed due to a Coronavirus Event.

20.2 Each party agrees with the other party that it shall notify the other party as soon as reasonably practicable after becoming aware of a Coronavirus Event that will prevent or delay performance of its obligations under this Contract, and that notice shall include details of the Coronavirus Event.

21. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

21.1 The Client hereby represents and warrants that in entering the Contract it has not done any of the following acts (collectively the **Prohibited Acts**):

- (a) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown; and

(b) enter into this or any other contract with the Crown where a commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

21.2 The Client agrees that the representations and warranties in this Clause 21 shall continue to be given by the Client throughout the Term on a continuous basis.

21.3 If the Client, its Representative (or anyone acting on its behalf or any of its or their employees) does any of the Prohibited Acts or commits any offence under the Prevention of Corruption Acts 1889-1916 or under sections 108 -109 of the Anti-Terrorism, Crime and Security Act 2001 or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Client in relation to this Contract or any other contract with the Crown, the Authority shall be entitled, without prejudice to any other rights or remedies of the Authority to:

- (a) terminate the Contract with immediate effect, without compensation, by giving written notice to the Client at any time and to recover from the Client the amount of any Loss resulting from the termination;
- (b) recover from the Client the amount or value of any such gift, consideration or commission; and
- (c) recover from the Client any other Loss sustained in consequence of any breach of this Clause 21, where the Contract has not been terminated.

21.4 In exercising its rights or remedies under this Clause 21, the Authority shall:

- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the Prohibited Act; and
- (b) give all due consideration, where appropriate, to any action other than termination of the Contract, including requiring the Client to procure the: (i) termination of a subcontract where the Prohibited Act is that of a subcontractor or anyone acting on its or their behalf; or (ii) dismissal of an employee (whether its own or that of a subcontractor or anyone acting on its behalf) where the Prohibited Act is that of such employee.

21.5 Any recovery action taken against any Authority Personnel shall be without prejudice to any recovery action taken against the Client pursuant to this Clause 21.

22. CLIENT'S PERSONNEL AT AUTHORITY ESTABLISHMENTS

22.1 The Client shall procure that:

- (a) when entering an Establishment its Representatives shall comply with: (i) all the rules, regulations and requirements that are in force at that Establishment; and (ii) all other instructions given by the Authority; and
- (b) its Representatives shall not bring any cameras or other photographic equipment onto an Establishment without the prior written approval from the relevant Establishment's security team.
- (c) the Client acknowledges that its employees, agents and contractors may be required to submit to basic security vetting by the Authority. The Client shall bear all costs associated with such vetting and take account of the lead time likely to effect such vetting within the Written Production Schedule.

22.2 Prior to access to any Establishment and within the timescales agreed with the Project Manager, the Client shall submit in writing to the Authority for approval, initially and then as required from time to time, a list of all of its Representatives who may need to enter an Establishment for or in connection with the Services and/or the Production. The Client shall provide such particulars as the Authority may require, including full details of birthplace and parentage of any Representative who: (a) was not born in the UK; or (b) if they were born in the UK, was born of parents either or both of whom were not born in the UK. The Authority shall undertake such checks as are necessary to ensure that any Representatives have an appropriate security clearance and to determine if access to the Establishment is to be permitted.

22.3 The Authority may, at its absolute discretion, issue security passes to Representatives who are approved by it for admission into an Establishment. All security passes to Representatives shall be issued as 'escorted'. All Authority issued security passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the Services or the Production. All Representatives **MUST BE ESCORTED AT ALL TIMES**. For the avoidance of doubt, this includes **ALL** activities within the Establishment including comfort breaks and lunchtimes. To allow the Authority to escort Representatives, the Authority may charge the Client additional sums pursuant to Clause 4.7. The Authority reserves the right to limit or exclude the Client and/or any of its Representatives access to the Establishment (in whole or in part) at any time.

22.4 Access to and any Facilities made available to the Client by the Authority in connection with the Contract shall be used by the Client solely for the purpose of performing the Contract. The Client shall have the use of such Facilities as licensee only and shall vacate the Facilities upon completion of this Contract. Any utilities required by the Client may be subject to an additional charge as set out in Schedule 4. The Client shall not have any claim against the Authority for any additional cost or delay occasioned by the closure for holidays of the Establishment.

22.5 Notwithstanding the provisions of Clauses 22.1 to 22.4 if, in the reasonable opinion of the Authority, any Representative of the Client shall misconduct themselves, or it shall not be in the public interest for any Representative to have access to the Facilities and/or the Establishment, the Client shall remove (or the Authority shall have the right to remove) such person without delay on being required to do so. Failure to remove such a person in accordance with the Authority's decision shall constitute a material breach of this Contract.

22.6 The decision of the Authority upon any matter arising under Clauses 22.1 to 22.5 inclusive shall be final and conclusive.

22.7 In performing its obligations under the Contract at the Establishment, the Client shall:

(a) observe and comply with any third-party rights (including public rights) which may exist from time to time in respect of land comprising and adjoining the Establishment, and the Client shall ensure that the provision of the Contract is carried out in such a way as not to interfere with access to and use and occupation of public or private roads or footpaths by any person who is entitled to any such access, use or occupation;

(b) ensure that those parts of the Establishment which are from time to time occupied by the Client for the purpose of the provision of this Contract are maintained in a clean, orderly, safe and secure state; and

(c) conform to Establishment procedures in responding to medical and other emergencies requiring the attendance of emergency response organisations. This requires that such incidents be reported using the emergency response telephone number 2222.

(d) ensure Representatives are aware that they are bound by the Official Secrets Act and the requirements under JSP580 – MOD green book for media personnel operating within military organisations which shall be made available to the Client by the Authority Project officer on request prior to filming commencement.

(e) Where required by the Authority, ensure Representatives are security cleared

22.8 The Client shall in performing its obligations under the Contract at the Establishment shall not:

(a) breach any provisions of the Authority's title;

(b) act or omit to act in any way which shall give rise to a right for any person to obtain title to or any right or interest over an Establishment or any part of it (save in accordance with the terms of this Contract);

(c) use or occupy, deposit or manufacture on the Establishment for any purpose other than the provision of this Contract;

(d) store materials or park vehicles in the immediate external vicinity of the boundaries of the Establishment other than for reasonable periods necessary for loading and unloading;

(e) discharge any oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter from the Establishment into any rivers or any ditches or conduits on the Establishment and/or any adjoining property, and not permit or suffer the blockage of any of such rivers, ditches and conduits by reason of anything done or omitted on the Establishment by the Client or subcontractors, and shall comply at the Client's expense with any requirements of the Environment Agency or any other relevant authority so far as such requirements relate to the provision of this Contract; and

(f) without the written consent of the Authority's Representative (not to be unreasonably withheld or delayed) erect any temporary structure at the Establishment.

(g) The Client shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property or Facilities by the Client or its Representatives arising from or in connection with this Contract; provided that this sub - Clause shall not apply to the extent that the Client can show that any such damage was not caused or contributed by any circumstances within the Client's or its Representatives reasonable control.

22.9 Intentionally Deleted.

22.10 Any loss or damage caused to any property belonging to the Client and/or his Representatives at the Establishment shall be at the risk of the Client and/or its Representatives.

23. SAFETY & SUSTAINABILITY

23.1 Where the Contract is terminated by the Authority pursuant to this Clause 23, the Authority shall not be liable for any costs incurred by the Client arising from such termination.

24. Health & Safety

24.1 Both Parties shall comply with the Health & Safety at Work Act 1974 and all relevant legislation in connection with this Contract, the Services and the Production. Where either Party has prior knowledge of any health or safety hazards or that may

be involved in the delivery of the Services or becomes aware of any health and safety hazard, foreseeable risk, or precautions to be taken by either Party that relates to the Services it shall promptly give written notice to the other Party.

24.2 The Authority reserves the right to terminate the Contract with immediate effect if in its reasonable opinion the Client is in breach of statutory health and safety regulations on any matter relating to this Contract, the Services and/or the Production. The Authority shall not be liable for any costs incurred by the Client arising from such termination. If the Authority exercises its rights under this Clause 24.2 the Client shall receive immediate verbal notification by the Authority and shall receive confirmatory written notification within three (3) Business Days of such determination.

24.3 The Client shall report any injury, disease or dangerous occurrence at any Establishment arising from the performance of this Contract that is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Project Officer. Any such reporting is in addition to any report which the Client may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

24.4 Notwithstanding the provisions of Clause 24.2 either Party shall promptly notify the other if it becomes aware of any health and safety hazard, foreseeable risk, or precautions to be taken by either Party that relates to the Services. Such hazards shall include any occurrence that requires reporting under RIDDOR.

25. Environment

25.1 The Client and its Representatives shall comply with all relevant legislation with regard to the environment with respect to this Contract and in particular the Environmental Protection Act 1990, the Environment Act 1995 and all other relevant statutory provisions and any additional requirements arising from international treaties and protocols to which the UK is a signatory. The Client shall indemnify the Authority against any claim, remedy or damages which may result from claims arising from any breach of environmental regulations except where such claim is due to the Authority's breach of such regulations.

25.2 If the Contract involves the use of harmful substances or chemicals, the Client shall provide to the Authority an Environmental Impact Statement and, if applicable, risk assessments prior to the provision of the Production and/or Services to be provided by the Authority.

26. Intentionally Deleted.

27. NOTICES

27.1 All notices, orders or other forms of communication required to be given in writing under or in connection with this Contract shall be: (a) given in writing and in English or accompanied by an accurate translation into English; (b) addressed for the attention of the other Party's contacts at Schedule 3; (c) authenticated by signature or by such other method as agreed between the Parties; and (d) marked in a prominent position with the relevant Contract number. The name and address (including electronic addresses) of each Party to this Contract to which all notices shall be sent are those specified in Schedule 3 or such other name and address as a Party may by written notice notify to the other Party for the purposes of this Clause 27.

27.2 Except for the purposes of any legal notices or proceeding, which shall not include email, notices should be delivered by either: (a) hand; (b) first-class prepaid post (or airmail for notices to or from overseas); or (c) email (if such a means of communication has been agreed by the Parties for the purposes of this Contract).

27.3 Notices shall be deemed to have been received: (a) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery; (b) if sent by first-class prepaid post (or airmail, if appropriate), on the third Business Day (or on the tenth Business Day, in the case of airmail) after the day of posting; (c) if sent by fax or other electronic means: (i) if transmitted between 09.00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or (ii) if transmitted at any other time, at 09.00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

28. DISPUTES

28.1 The Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, such attempts may include the use of any procedure on which the Parties may agree for resolving disputes without resorting to the courts (including mediation, adjudication, arbitration and conciliation).

28.2 If the dispute or claim is not resolved pursuant to Clause 28.1, the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this Clause 28.2, shall be governed by the provisions of the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

29. GENERAL

29.1 Assignment and Subcontracting. This Contract is personal to the Client. Except as agreed in this Contract, the Client may not at any time assign, transfer, mortgage, charge, delegate, declare a trust over, subcontract or otherwise deal or dispose of this Contract (or any part thereof) or the benefit or advantage of the Contract (or any part thereof), without the prior written consent of the Authority.

29.2 Entire Agreement. This Contract constitutes the entire agreement between the Parties with respect to the performance of the Services and supersedes and extinguishes all prior negotiations, agreements, representations, promises, understandings, assurances and commitments, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement they have not relied and shall have no remedies in respect of any prior negotiations, statements, promises, assurances, representations or undertakings or warranties (whether made innocently or negligently and whether in writing or orally) that is not set out in this Contract; except that this Clause 29.2 shall not exclude liability for fraud or fraudulent misrepresentation.

29.3 Independent Contractor. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture or contract of employment between any of the Parties, nor constitute either Party as the agent of another party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way whatsoever.

29.4 Variation. The Contract may not be amended except by the written agreement of a duly authorised representatives of a Party. Any purported amendment to the Contract that does not satisfy the terms of this Clause 29.4 shall have no effect.

29.5 Waiver. No act or omission or delay by a Party in exercising any right or remedy under this Contract shall by itself (a) constitute a waiver of such right or remedy or of any other right or remedy; or (b) prevent or restrict the further or future exercise of any other right or remedy, unless expressly stated by that Party in writing.

29.6 Severability. If any provision (or part of any provision) of this Contract is held to be invalid, illegal or unenforceable, then that provision or part provision, shall, to the extent that it is invalid, illegal or unenforceable, be given no effect and shall be deemed not to be included in this Contract but without affecting the validity or enforceability of the remaining provisions or party provisions of this Contract. The Parties shall use reasonable endeavours to replace any invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

29.7 Third Party Rights. Nothing in this Contract is intended to confer or grant any rights (including enforcement rights), benefits, or remedies of any kind whatsoever to a person who is not a Party to this Contract.

29.8 Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute as original of this Contract but all of which together shall constitute this Contract.

29.9 Governing Law. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with or its subject matter or formation shall be governed by and construed in accordance with the laws of England & Wales.

SIGNED by the Parties or their duly authorised representatives on the dates set forth below, to be effective on the Commencement Date.

SIGNED BY [REDACTED]
for and on beh
NORTH ONE TELEVISION LIMITED

[REDACTED]
POSITION: Line Producer
DATE: 12th December 2023

SIGNED BY [REDACTED]
for and on behalf of
the **AUTHORITY**

[REDACTED]
POSITION: Senior Commercial Manager
DATE: 12th December 2023

SCHEDULE 1 - SERVICES AND FACILITIES TO BE PROVIDED BY THE AUTHORITY

The use of the following Services and Facilities shall be provided by the Authority subject to the payment scale at Schedule 4:

1. Services

- 1.1 Access to a Media Minder for a total of 7 days, on dates to be agreed with the Authority Project Officer named in Schedule 3 between 1st January to 31st March 2024.
- 1.2 Access to a suitable Commercial Officer/Contract to negotiate and support the relationship between the parties in the Contract.
- 1.3 Access to Authority personnel on dates to be agreed with the Authority Project Officer named in Schedule 3 to undertake observational filming and interviews between 1st January to 31st March 2024.

2. Facilities

- 2.1 Access to Camp Viking, Norway for up to 7 Representatives from North One Television Limited on dates to be agreed with the Authority Project Officer named in Schedule 3 between 1st January to 31st March 2024,.
- 2.2 Access to Camp Viking for a reconnaissance visit for up to 2 representatives, for a total of 3 days prior to main filming, dates to be agreed with the Authority Project Officer named in Schedule 3.
- 2.3 Food and accommodation at Camp Viking, Norway for up to 7 representatives, for a total of 7 days between 1st January to 31st March 2024
- 2.4 Food and accommodation at Camp Viking during the reconnaissance visit at 2.2 for up to 2 representatives.
- 2.5 Access to Merlin and Apache Helicopters at Camp Viking for up to 2 camera operators for the purpose of filming scenery (see note 1).

3. Equipment

- 3.1 Access to and use of:
 - Small arms on weapons range
 - Nordic Skiing
 - Skis and snowmobile
 - 3D printing equipment
 - Drones' introduction
 - RIB or grey shipping exercise with RN
 - Snowshoes
 - Pulks
 - Shelter (Tent)

Notes:

1. The flying of Guy Martin is strictly prohibited.
2. The Client will be responsible for travel to and from Bardufoss Air Station for the main filming, however the Authority will provide transport for 2 representatives for the reconnaissance visit at nil cost to the Client.
3. Representatives will be provided with warm clothing, which shall be returned to the Authority on completion of filming.

SCHEDULE 2 – CLIENT’S INITIAL PROPOSAL AND PRODUCTION SYNOPSIS

INITIAL PROPOSAL AND PRODUCTION SYNOPSIS

Guy Martin spends a week at Camp Viking, getting a taste of Arctic training.

Guy Martin experiences a week at Camp Viking, Norway. Getting hands on to see how the Royal Marines train to survive, move and fight in one of the harshest battle environments.

Filming period 1 week in January 2024, February or March 2024. Determined by activity schedule and daylight hours.

7 personnel, made up of Guy Martin plus 2x camera operators, 1x minicam operator, 1x sound recordist, 1x director, 1x producer
The concept is to put Guy through a condensed version of a typical Arctic warfare training deployment, building towards a final kinetic exercise that demonstrates the full extent of the Royal Marines capability.

Client will be responsible for travel to and from Bardufoss Air Station - Client will not incur costs for accommodation and meals at Camp Viking - MoD will have right to view prior to broadcast for security purposes - production personnel will require some form of security vetting/sign-off - a one or two day recce by the director to assess major locations will help make the main filming trip more efficient - Potential for Royal Marines film unit to collect extra footage to be discussed.

What the production would like to achieve:

1. Introductory survival course with mountain leaders – skis, snowshoes, pulks, shelter, making fish & veg stew
2. Ice breaking drills
3. Live fire exercise – ranging from pistols to larger weapons
4. The “Repair Squadron” – doing a shift with the team that maintains everything from radios to Vikings
5. Skijoring exercise – snowmobile lesson followed by being towed into combat
6. Medical unit - 3-D printing equipment and carrying out basic procedures in the field hospital
7. Command post – looking at the role of drones and technology in battlefield planning for the Future Commando Force
8. Vehicle in water exercise – eg driving a vehicle off a Mk5 landing craft and wading through water to the shore, or BV206 recovery from a lake bed using MAN 8x8 truck
9. Driving lesson on ice – MAN SV on the skid pan
10. Amphibious raid – possible RIB or grey shipping exercise with Royal Navy
11. Commando Helicopter Force – refuelling Apache on a frozen lake
12. Commando Helicopter Force – filming flight (camera crew only) to capture beauty footage of wider scenery and Russian border
13. Tromso visit – to capture footage relating to climate change and shipping route implications
14. Daily life – ad hoc sequences in the galley, gymnasium and possible R&R Nordic skiing from the front gate
15. Final exercise – a meaningful and hands on role for Guy in a climactic exercise that uses all of the skills he has learnt.

SCHEDULE 3 - POINTS OF CONTACT

<p><u>Authority Project Officer</u></p> <p>██████████ NAVY DNS-COMMS OPS SO2 Media Ops NCHQ MP1-4, Level 4 Leach Building Whale Island Portsmouth PO2 8BY</p> <p>Tel: ██████████ Email: ██████████@mod.gov.uk</p>	<p><u>Authority Commercial Officer</u></p> <p>██████████ Navy Commercial – Income Generation NCHQ Level 4 Leach Building Whale Island Portsmouth PO2 8BY</p> <p>Telephone: ██████████ E-mail: ██████████@mod.gov.uk</p>
<p><u>Client Point of Contact</u></p> <p>██████████ Senior Producer North One Television Limited The Bond 180-182 Fazeley St Birmingham B5 5SE</p> <p>Tel: ██████████ Email: ██████████@northonetv.com</p>	<p><u>DIPR Address</u></p> <p>Poplar 2, #2214, Abbey Wood (S), Bristol BS34 8JH. ██████████@mod.gov.uk</p>

SCHEDULE 4 – PAYMENTS AND PAYMENT SCHEDULE

CONTRACT PRICE

For the Authority's provision of the Services and Facilities more properly described in Schedule 1 of this Contract, the Client shall pay the following:

1. Services and Facilities

- a. Access to Authority personnel for observational filming and interviews.
- b. Access to Merlin and Apache Helicopters.
- b. Insurance (Including flying of camera crew).

Total : ██████████

2. Commercial Exploitation

a. Where the Client intends to undertake any commercial exploitation activity under Clause 8.3 it shall inform the Project Officer immediately; at such time an invoice for the appropriate fees for commercial exploitation shall become due:

██████████ for Primary Media Rights

██████████ for Secondary Media Rights

b. In the event of any further Service support being added through an Amendment, further fees may apply.

SCHEDULE 5 – CONTRIBUTOR RELEASE FORM

Provisional Programme Name: "Guy Martin – Arctic Commando" (the "Production")

Production Company Details:

North One Television Limited
The Bond
180-182 Fazeley St
Birmingham
B5 5SE

(Hereinafter the "Production Company")

Filming Date(s): [

Filming Location(s): [

I, the undersigned, understand that the Secretary of State for Defence (the **Authority**) intends to allow the Production Company to use photographic and/or video images taken of me on the Filming Date at the Filming Location for the purpose of the Production.

I, the undersigned, further understand that the Production Company intends to distribute the Production by means of film, internet, digital and terrestrial television broadcast.

In consideration of the Authority allowing me to contribute to and participate in the Production, the nature and the content of which has been fully explained to me, I, the undersigned, hereby consent to:

- 1.1 the recording and/or broadcasting and/or live or as-live broadcast of my Image and voice (the **Contribution**); and,
- 1.2 Subject to the approval of the Authority, reference to me by name, rank and title in the Production.

I, the undersigned, hereby grant and agree to assign to the Authority absolutely with full title guarantee all existing and future rights (including without limitation any performers' property rights) to the Contribution and all consents necessary (including the right to assign or licence of such rights to the Production Company to exploit the Production only), to allow the Authority and the Production Company to make the fullest use of the Contribution for the Production (including for publicity and advertising purposes) in perpetuity in and to any and all media around the World.

I, the undersigned, agree to waive all:

- 1.1 moral rights or similar rights in the Contribution or to the extent that such rights cannot be waived in any part of the World, I undertake not to enforce any such rights against the Authority; and
- 1.2 royalties that may be earned by the Authority for the Contribution.

I, the undersigned, agree not to seek to enforce any rights to equitable remuneration in the Contribution.

I, the undersigned, understand that editing may be required of the Contribution for quality or technical purposes and that edited subsections (including adaptations and translations) of the Contribution may be used in the Production.

I, the undersigned, understand and agree that:

- 1.1 I am fully entitled to enter into this release and to grant all rights in the Contribution and have the legal capacity to enter freely into this release;
- 1.2 the Contribution shall, to the best of my knowledge and belief, be genuine and truthful and shall not:
 - (a) infringe nor breach: (i) any contract or duty of confidence; (ii) any data protection law; (iii) the Official Secrets Act; or (iv) any other legislation relating to national security; or
 - (b) constitute a contempt of court nor be obscene, defamatory or blasphemous;
- 1.3 I am at least 18 years old; and
- 1.4 I shall not disclose to any third party any information or other material relating to the Production which I may acquire as a result of my participation in the Production except as otherwise agreed by the Authority and me.

I, the undersigned, agree not prior to first public transmission of the Production to give to any person for publication in any media, nor publish or release on social media, any interview or make or release any statement, photograph or other material relating to me, or containing any interview, performance or other contribution by me similar to the Contribution or relating to similar subject matter without the prior written approval of the Authority.

I, the undersigned, consent to the use of my personal data in the Contribution being processed for the Production. I acknowledge and agree that my personal data may be processed in accordance with the provisions of the data protection laws relevant to the United Kingdom and in accordance with the Authority's data protection policy.

I, the undersigned, consent and agree that the Images and personal data may be: (a) transferred to a destination outside the United Kingdom and the European Economic Area (the EEA) and in particular the United States; and (b) stored at a destination outside the United Kingdom and the EEA for the Production.

I, the undersigned, acknowledge that my participation is voluntary and that I will not receive any financial compensation of any type associated with the Contribution.

This Contributors Release Form shall be governed by and construed in accordance with the laws of England & Wales.

Printed Name: _____

Staff/Service Number: _____

Signature: _____

Date: _____

Date of recording/contribution: _____

Description of contribution:

CLIENT'S STATEMENT

I, the undersigned, have fully explained the purpose of the recording the Images (as defined above) for the Production (as defined above) to the Contributor and the use of the Contribution for the Production.

I, the undersigned, understand that the Terms and Conditions of the contract with the Authority in relation to the Production shall apply to the Images from the Contribution.

I, the undersigned, further understand that personal identification of individuals featuring in the Production shall be subject to the express written consent of the Authority. The Client is referred to Clause 3.9(c) of the Contract.

I, the undersigned, agree and acknowledge that the Authority shall be allowed to prevent or otherwise impose conditions on the publication of any material created by or from the Contribution including, without limitation, a retraction, correction or anonymisation of any such material to avoid any personal distress or to prevent any damage that the Contribution may have to the Contributor's career.

Printed Name:

Signature: _____

Date: _____

SCHEDULE 6 – FINAL APPROVAL OF FINE CUT

Contract Number: FLEET/IG/FILM/023/23

Client/Producer Name: North One Television Limited

Working Title: "Guy Martin – Arctic Commando"

In accordance with the terms and conditions of the contract dated [] between the Authority and the Client above, the Authority confirms that it is content that the final approved version of the Fine Cut can be broadcast or otherwise published as the Production.

Detailed specific reference (where required):

Signed by []

Name/Rank:

Appointment:

Date:

STATEMENT OF GOOD STANDING

We the undersigned confirm to the best of our knowledge and belief, that **North One Television Limited** (the **Client**) including its directors or any other person who has powers of representation, decision or control of the Client has not been convicted of any of the following offences: Conspiracy, corruption, bribery, fraud, theft, fraudulent trading, defrauding Customs & Excise, an offence in connection with taxation, destroying, defacing or concealing of documents or procuring the extension of a valuable security, money laundering or any other offence as defined by the national law of any relevant State.

We further confirm that the Client, and its directors and any other person who has powers of representation being an individual: (a) is not bankrupt; (b) has not been convicted of a criminal offence relating to the conduct of their business or profession; (c) has not committed an act of grave misconduct; (d) has fulfilled all its obligations relating to the payment of social security contributions; (e) has fulfilled all its obligations relating to the payment of taxes; and (f) is not guilty of serious misrepresentation in providing any information required by this statement.

In accepting the offer from the Authority for the provision of services, on behalf of Client, we confirm this statement is true to the best of our knowledge and belief.

Signed: [REDACTED] Name (BLOCK CAPITALS) [REDACTED]	Dated this 12th day of ...December..... (month) ...2023..... (year)
	Address: North One Television The Bond, 180-182 Fazeley St, Birmingham B5 5SE
	Telephone: [REDACTED]
In the capacity of: Line Producer (e.g. Director, Manager, Secretary etc.)	Invoice address in full (if different to above) North One Television, 3-7 Ray St, Farringdon, London
Duly authorised to sign Contracts for and on behalf of North One Television Limited:	VAT Registration No: GB 820 7457 36

Return to: [REDACTED]@mod.gov.uk