



Ministry
of Defence

[REDACTED]
Navy Command Commercial
Room 302, Building 1/080,
Jago Road,
HMNB Portsmouth
PO1 3LU

Telephone: [REDACTED]

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B25 Limited
Stanley Kubrick Building
Pinewood Studios
Pinewood Road
Iver Heath
Bucks
SL0 0NH

Our Ref: FLEET/WM/700/19

Date: 18 July 2019

Attn: [REDACTED] - Location Manager

OFFER LETTER

Dear [REDACTED]

OFFER OF CONTRACT NO FLEET/WM/700/19 VERSION 1 - THE PROVISION OF PRODUCTION SERVICES AND FACILITIES FOR BOND 25

1. On behalf of the Ministry of Defence (the Authority), I am pleased to enclose a partially executed 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 fully executed signed and scanned copy of the whole Contract.
2. 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.
3. This Offer shall remain open for unqualified acceptance until Friday 19th July 2019 at 14:00
4. 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.
5. 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 - INCOME GENERATION
On behalf of the Secretary of State for Defence

Enclosures:

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

MINISTRY OF DEFENCE CONTRACT FOR PRODUCTION SERVICES

Contract Ref Number: FLEET/WM/700/19 dated 18th July 2019

BETWEEN

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

(2) B25 LIMITED a company incorporated and registered in England & Wales with company number 09577149 whose registered office is Regina House, 124 Finchley Road, London, NW3 5JS (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 version (as applicable) of the Production which features the Service support under this Contract.

"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 11 that allows the use of personal images and/or other Personal Data of the Contributor, and Contributor Release shall be construed accordingly.

"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 EU General Data Protection Regulation (2016/679/EU), 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.

"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 (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 made available by the Authority to the extent that they are required in the performance of this Contract or the Services, which are described in Schedule 1.

"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 as a result of activities being performed in connection with this Contract.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, 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.

"LIDAR Scanning" means Light Detection and Ranging, i.e. the use of remote sensing technology using laser pulses to collect measurements which can be used to create 3D models of objects and environments, and to create those objects and environments in photorealistic form.

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

"Media" means any and all media (whether now known or hereinafter invented), throughout the universe, for the full period of such rights wherever subsisting or acquired and all renewals, reversions, revivals and extensions of such rights and thereafter (insofar as is or may become possible) in perpetuity.

"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.

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

"Principal Recording" means the recording of any audio and/or visual images for the Production using or featuring the Services, including the Footage, and 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 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, production outline and production timelines.

"Production" means the feature length cinematic film and any associated sound recordings to be produced by the Client presently entitled "Bond 25".

"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 the first fully assembled pre-broadcast version of the sequences in the Production which feature the Services and actors combined.

"Services" means the services to be provided by the Authority to the Client which may include the Facilities, the Authority Personnel, the Authority Intellectual Property, the Establishment and the 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:

- (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) 23rd July 2019 (b) completion in full of the Services; (c) full and final payment has been made to the Authority by the Client; or (d) termination of this Contract in accordance with Clause 16 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 23. 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. The Authority will notify the Client of any such changes as soon as reasonably practicable. Any changes to the scope of the Services may result in a change to the Contract Price, additional expenses and/or the completion date. The Authority will notify the Client of any such changes as soon as practicable, and Client shall have the right to terminate the Agreement if it does not want to incur the additional expenses. For the avoidance of doubt, time shall not be of essence in this Contract.

3.3. The provision of the Services is subject to agreement of: (i) the Production Synopsis; and (ii) the extent of any Restricted Areas (if any). 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 Services to: (i) record the Services; (ii) rehearse scenes for the Principal Recording; and (iii) take photographs and/or audio and video recordings of the Services for use either in the Production or in publicity, publishing or marketing connected with the Production;

(b) scan such areas of the Facilities as are agreed with the Authority using LIDAR or other technology in order to be able to create a digital version of the agreed Facilities for inclusion in the Production;

(c) reference the Services and Facilities in the Production under their proper title; and

(d) subject to Clause 8, exploit or exhibit the Production with or without the scenes recorded on, in, at and/or of the Establishment, Services or of any Government Property or Contributors throughout the Territory in the Media.

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. Intentionally deleted.

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 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 to the best of its ability, having made due and reasonable enquiry, 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.

(d) Liaise with Royal Navy Media, Communications and Engagement Team and follow all instructions given by Navy Command Principal Security Adviser or any other Authority Personnel with regards to onsite review, storage and destruction of materials captured during LIDAR scanning and associated filming and/or photography.

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, service number, rank/position or by any other means without the prior written consent of the Authority;
- (d) asked to endorse, be perceived to endorse or comment on, any product, service of the Client or the Client itself, and
- (e) 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 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 23. 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 Client agrees, but which had 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 non-trivial 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 liability to the Client, prevent the use of any part of the Footage (as later defined) that is not in the agreed Production Synopsis at Schedule 2.

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 (including the Facilities). The cost of any alternative services and facilities shall be at the expense of the Client, and if the Client does not wish to use the alternative services and facilities, Client may terminate the Contract. 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 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 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) 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;

(b) 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

(c) 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). The Parties agree that a breach of this Clause 6.2(c) shall comprise a material breach of these Conditions.

(d) contain any material which may unfairly or inaccurately bring the name of the Authority into disrepute;

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 Footage (as later defined) or other recording taken pursuant to this Contract for any purpose other than the making of the Production without the prior written consent of the Authority including as given within this Contract;

(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. Intentionally deleted.

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 and Client shall be able to disclose Information to its subsidiaries and affiliates as well as its Representatives, provided that such disclosure is in accordance with the terms of this Contract;
- (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.

7.4. Clauses 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. The Authority hereby grants to the Client (or where the Client is not the broadcaster or principal distributor permission to assign such rights on similar terms to those contained in this Contract) a non-exclusive licence to:

- (a) Film, make recordings and take still photographs of the Services, featuring all trademarks, logos, copyrights, trade dress and identifying features (collectively "Logos")
- (b) Make scans of certain agreed Facilities (e.g. Type 45 destroyer) and to use those scans to digitally create film footage of the agreed Facilities, including, where relevant, showing the Facilities in action;

with such film, scans, recordings, still photographs, and digitally recreated film footage being referred to as the "Footage".

8.3. The Authority hereby irrevocably grants the Client the right to (a) incorporate the Footage in the final version of the Production either as a sequence on its own or preceded, interlaced or followed by such other scenes as Client may require, and to exploit the Production in any and all manner and media now known or hereafter invented in perpetuity without limitation, and (b) use the Footage in publicity, news wraps, behind the scenes features, commercials, promotions, advertising and relates uses connected with the Production or the James Bond franchise generally subject to review at Clause 9 being previously undertaken.

8.4. The Authority hereby warrants and represents that Client shall own all rights of every type and kind in the Footage, including without limitation all copyrights and motion picture rights therein. To the extent such rights are not automatically owned by Client, Authority hereby irrevocably assigns and grants all present and future copyrights and all rights, title and interest of every kind (whether now or hereafter known or created and whether vested or contingent) (e.g. motion picture, television, television series, radio, video, stage, remake, sequel, print publications, theme and amusement park [including, but not limited to ride, attraction, show and strolling characters], interactive, social media, mobile, music publishing, soundtrack, literary, electronic publishing, interactive, allied and ancillary rights etc.) in the Footage to Client in perpetuity throughout the universe, in all media and manner of exploitation now known or hereafter devised (e.g. Film, tape, fibre optic, disc, satellite, cable, electronic, video, video on demand, near video on demand, digital download, wireless download or transmission, iPod, mp3 (or other mobile storage device), and other forms of transmission or exhibition, etc.). The Authority hereby irrevocably waives all so-called "moral rights" and satellite rights with respect to the Footage. The Authority hereby irrevocably assigns and grants to Client, throughout the universe, in perpetuity, Authority's rights, if any, to authorise, prohibit and/or control the renting, lending, fixation, reproduction and/or other exploitation of the Footage and/or the Production by any media now known or hereafter devised as may be conferred upon the Authority under applicable laws, regulations and directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Community ("EC") directives and/or enabling or implementing legislation, laws or regulations enacted by the member nations of the EC or by any other country.

8.5. The Authority acknowledges that provided it is consistent with the Production Synopsis the Client may use the digitally recreated Footage to enhance the activities undertaken by certain Facilities (e.g. by using such digital recreations to show a Naval vessel's guns being fired) subject to consultation review at Clause 9.

8.6. Save as specified in Clause 8.7 below, the licence granted to the Client (or first broadcaster) to use any Authority Intellectual Property at Clause 8.2 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.

8.7. Notwithstanding clause 8.6, the Client may, without the need of a separate Merchandise licence from the Authority, use any and all excerpts from the Footage (audio, clips, still photographs, screen grabs etc) in any and all Merchandise, including excerpts that feature the Services as they appear in the final version of the Production. For clarity, Client may not (i) feature the Services in Merchandise other than as excerpts from the Production; or (ii) create separate reproductions of the Services for use in Merchandise (e.g. Client may not digitally reproduce a graphic version of a Type 45 vessel for use in a videogame); without first entering into a merchandising licence agreement with the Authority. The trade mark rights of the Authority (including those in the name "Royal Navy", the Royal Navy corporate logo, any uniform badge, or any ship's badge) are reserved and Footage containing such shall not be used on any Merchandise or promotional material for Merchandise except incidentally.

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

9. CONSULTATION

9.1. As soon as practicable after completion of the Rough Cut, the Client shall, at a time and date to be agreed, provide the Authority Review Panel with the opportunity to view the Rough Cut of the Production featuring or referring to the Authority and/or the Services obtained under this Contract as part of the Principal Recording. The Authority acknowledges and agrees that it shall have no editorial or right of approval over the Rough Cuts provided that the Rough Cuts represent the Services in an appropriate and nonderogatory manner and does not contain:

- (a) any material that:
 - (i) 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) any ally and their nationals; or

(4) identifies members of UK Special Forces or the Special Forces of any ally.

10. PUBLIC RELATIONS AND RELATED MATTERS

10.1. 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.

10.2. 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 film is bound to comply or has voluntarily agreed to comply to provide the following on-screen credit in the Production: *"with thanks to the Royal Navy for their assistance in the making of this film"*;

(b) Provide the benefits set out in Schedule 6 hereof.

11. CONTRIBUTOR RELEASE FORM

11.1. This Contract does not allow any filming of Authority Personnel.

11.2. Intentionally deleted.

11.3. Intentionally deleted.

11.4. Intentionally deleted.

11.5. Intentionally deleted.

11.6. Intentionally deleted.

12. PERSONAL DATA

In the performance of this Contract, each Party shall comply with its obligations under the relevant Data Protection Law. This Clause 11.6 is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Law.

13. INSURANCE

13.1. The Client shall ensure that at all times during and after the Term, it shall maintain in force, with a reputable insurance company insurance of all risks usually insured for its business. Such insurance shall include appropriate public liability insurance to cover its activities including 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 five million pounds sterling (£5,000,000) per incident and for an unlimited number of incidents, but subject to an overall cap of £25 million. The Client shall also maintain any other insurance that it may be statutorily required to maintain.

13.2. 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.

13.3. If the Client is unable to provide: (a) a certificate of insurance; or (b) the level of insurance cover as specified in Clause 13.1, the Authority shall be entitled to suspend or cease the Services, whereupon this Contract may be terminated.

14. LIABILITY

14.1. 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 11.6 (Personal Data) or Clause 15 (Indemnities).

14.2. 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.

14.3. Subject to Clause 14.1, 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.

14.4. Subject to Clause 14.1, 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,

and each type of loss arising under this Clause 14.4 shall be severable in accordance with Clause 24.6.

14.5. Subject to Clause 14.1, 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 wilful default or negligence of the Authority.

14.6. 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.

14.7. 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.

15. INDEMNITIES

15.1. The Client shall indemnify in full and on demand, the Authority against any:

- (a) loss of or damage to the Authority's property and any 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) to the extent that such loss of or damage to property, injury, sickness or death is caused by the negligence, act, error or omission of the Client or its Representatives; or
- (b) 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 to the extent that such Loss, damage, injury or death is caused solely and directly by the negligence or wrongful act of 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.

15.2. 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.

16. TERMINATION

16.1. A Party may terminate this Contract prior to completion of the Services at any time and for any reason: (a) upon fourteen (14) days written notice to the other Party; or (b) by mutual consent.

16.2. 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.

16.3. 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 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**) and Services that have not been agreed or approved in advance in writing by the Authority or which the Authority has objected to being Recorded.

16.4. Intentionally deleted.

16.5. 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 16.3(a) to 16.3(e) (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.

17. CONSEQUENCES OF TERMINATION

17.1. If the Services are cancelled or terminated in accordance with this Contract (including for a Force Majeure Event) and without prejudice to any right to claim for interest under the law or any other such right under this Contract:

- (a) the Client shall immediately pay to the Authority:
 - (i) all of the Authority's outstanding invoices;
 - (ii) any irrevocably obligated costs or other expenses incurred by the Authority in connection with the Services up to the date of termination or cancellation; and
 - (iii) any of 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;
- (b) the licences granted under Clause 8.2 shall cease except in relation to any material that has been broadcasted; and
- (c) where the Contract has been terminated by the Authority pursuant to Clauses 16.3(b) or 16.3(h), 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.

17.2. The Authority shall submit an invoice to the Client for any unpaid Services, costs or expenses pursuant to Clause 17.1(a) which shall be payable by the Client immediately upon receipt.

17.3. 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. For the avoidance of doubt the rights granted to the Client hereunder pursuant to Clause 8 and all rights in and to any filmed materials in connection with the Production including any material featuring the Services shall survive termination and expiry of this Agreement.

17.4. 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.

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17.5. Termination of this Contract shall not relieve the confidentiality of Information; (b) intellectual property liability; and (e) compensation for the Services, expressly or by implication necessary for the interpretation of this Contract howsoever arising.

18. FORCE MAJEURE

The Authority shall not be liable to the Client or in Services to the extent that such delay or failure is attributable to Force Majeure. For completion of the Services shall be automatically terminated, each Party shall use reasonable endeavours to mitigate the effects of such Force Majeure Event.

19. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

19.1. The Client hereby represents and warrants (collectively the Prohibited Acts):

(a) offer, promise or give to any Corrupt Inducement or reward: (i) for doing or not doing, or obtaining or execution of this or any other contract to any person in relation to this Contract or any other contract;

(b) enter into this or any other contract to be paid by it or on its behalf, or to its knowledge and of the terms and conditions of any such contract with the Authority.

19.2. The Client agrees that the representations and warranties shall be maintained throughout the Term on a continuous basis.

19.3. If the Client, its Representative (or anyone acting on its behalf) commits any offence under the Anti-Terrorism, Crime and Security Act 2001 or an offence of the Client in relation to this Contract or any other contract, the Authority shall have the right to exercise any other rights or remedies of the Authority to:

(a) terminate the Contract with immediate effect and to recover from the Client the amount of the Commission;

(b) recover from the Client the amount of the Commission;

(c) recover from the Client any other Losses which the Client has not been terminated.

19.4. In exercising its rights or remedies under this Clause 19, the Authority shall:

(a) act in a reasonable and proportionate manner against the person committing the Prohibited Act; and

(b) give all due consideration, where appropriate, to requiring the Client to procure the: (i) termination of the contract of anyone acting on its or their behalf; or (ii) termination of the contract of anyone acting on its behalf where the Prohibited Act has been committed.

19.5. Any recovery action taken against any Authority pursuant to this Clause 19.

20. CLIENT'S PERSONNEL AT AUTHORITY ESTABLISHMENTS

20.1. The Client shall procure that:

(a) when entering an Establishment its personnel shall comply with the requirements that are in force at that Establishment;

(b) its Representatives shall not bring any equipment or materials into the Establishment without the prior written approval from the relevant Establishment.

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20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. Notwithstanding the provisions of Clauses 20.1 to 20.4 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.

20.7. The decision of the Authority upon any matter arising under Clauses 20.1 to 20.6 inclusive shall be final and conclusive.

20.8. In performing its obligations under the Contract at the Establishment and with respect to the activities of its Representatives, 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.

20.9. 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.

20.10. 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 Clause 20.10 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.

20.11. Without prejudice to and subject to the provisions of the Licence:

(a) any decorative alterations that the Client requires to be made to the Facilities and/or any other Government Property used in connection with the Production shall only be made with the prior written consent of the Authority;

(b) any decorative alterations built or installed by the Client shall be removed by the Client at the conclusion of the Principal Recording at the Client's cost; and.

(c) the Client shall reinstate fully (to its prior alteration state and only in respect of such alterations) any part of the Facilities and/or any other Government Property which it altered to meet the requirements of the Production.

20.12. 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.

21. SAFETY & SUSTAINABILITY

21.1. Where the Contract is terminated by the Authority pursuant to this Clause 21, the Authority shall not be liable for any costs incurred by the Client arising from such termination.

Health & Safety

21.2. 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.

21.3. 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 21.3 the Client shall receive immediate verbal notification by the Authority and shall receive confirmatory written notification within three (3) Business Days of such determination.

21.4. Intentionally deleted.

Environment

21.5. Intentionally deleted.

21.6. Intentionally deleted.

Hazardous Materials and Waste

21.7. Intentionally deleted.

21.8. Intentionally deleted.

21.9. The Authority and the Client shall both ensure that risk assessments are completed in a timely manner and any significant findings and the necessary control measures are implemented and communicated to everyone who may be affected.

22. NOTICES

22.1. 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 22.

22.2. 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); (c) fax; or (e) email (if such a means of communication has been agreed by the Parties for the purposes of this Contract).

22.3. 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.

23. DISPUTES

23.1. 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).

23.2. If the dispute or claim is not resolved pursuant to Clause 23.1, the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this Clause 23.2, 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.

24. GENERAL

24.1. **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.

24.2. **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 24.2 shall not exclude liability for fraud or fraudulent misrepresentation.

24.3. **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.

24.4. **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 24.4 shall have no effect.

24.5. **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.

24.6. **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.

24.7. **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.

24.8. **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.

24.9. **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 behalf of
the AUTHORITY

[REDACTED]
COMMERCIAL MANAGER
DATE: 19th July 2019

SIGNED BY: [REDACTED]
for and on behalf of
B25 LIMITED

[REDACTED]
POSITION: *DIRECTOR*
DATE: *18 JULY 2019*

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 payment as detailed in Schedule 4:

1. Services

- 1.1 Access to Authority personnel for the period 09th July to 22nd July to escort the Client undertaking observational filming and LIDAR scanning of the exterior of HMS Dragon, a Type 45 Destroyer.
- 1.2 Use of a boat on 21st July 2019 to assist LIDAR scanning of the exterior of HMS Dragon in HM Naval Base Portsmouth for a maximum of 6 hours from 0900 – 1500.
- 1.3 Use of a boat on 22nd July 2019 to transfer a maximum of 9 Representatives plus 1 media minder from HMS Dragon at sea back to HM Naval Base Portsmouth.

2. Facilities

- 2.1 Access to HMS Dragon at HM Naval Base Portsmouth on 09th July 2019 for a Recce, for a maximum of 8 hours, for a maximum of 13 Representatives.
- 2.2 Access to HMS Dragon at HM Naval Base Portsmouth on 21st July 2019 for LIDAR Scanning and detailed photography of the exterior of HMS Dragon, for a maximum of 14 hours, for a maximum of 4 Representatives.

06:45 – Media minder to meet Client at Trafalgar Gate and escort to HMS Dragon.

07:00 – Start LIDAR Scanning & photography on/ around HMS Dragon

09:00 – 15:00 as per 1.2 above

15:00 – 21:00 LIDAR Scanning onboard HMS Dragon

The Client has requested the following access:

Access to all exterior areas of the ship that can be achieved safely.

The Authority to provide 2 x harness and a safety person to supervise.

Access to front deck and missile launch door/ silo area.

Dockside clear to the red hatching, full length of the ship including all vehicles and equipment as far as practicable.

Clear view of ship on water side, for boat to ship scanning.

Ability to scan nets in raised and lowered positions.

LIDAR & texture technician to show a screen grab of what has been scanned – Authority to check data at regular intervals and approve.

All ship deck covers to be removed for LIDAR Scanning (with the exception of one which cannot be uncovered for security reasons).

All small guns to be in battle ready positions including 2 x GPMG and 1 x mini gun on each side of the ship.

Access to 13Amp domestic supply for recharging batteries.

Flags down as if ship is at sea.

- 2.3 Access to HMS Dragon embarking from HM Naval Base Portsmouth on 22nd July 2019 for Aerial Filming of HMS Dragon at sea (from Client's own/hired helicopter), for a maximum of 5 hours, for a maximum of 9 Representatives.

07:30 Media minder to meet Client at Trafalgar Gate and escort to HMS Dragon.

08:00 Board HMS Dragon

09:00 HMS Dragon sails

16:00 Start Aerial filming

21:00 Aerial filming complete and transfer as per 1.3

The Client has requested the following access:

Helicopter to establish communications via mobile phone before departing from heli base.

Ship decks clear of Authority personnel for aerial filming.

Radar systems to be tuning for aerial filming.

2.2 to 2.4 GHz made available for video down link from helicopter to monitor ship.

Authority to provide channel for comms with helicopter.

Authority to book airspace in south coast exercise area in the following zones up to 1000ft

- Quebec Two D036, D037, D037, D039

- Quebec Four D038

- Sierra One D040

- Sierra Two D040

- Papa Five D036

Dragon crest to appear on the ship in the film.

All ship deck covers to be removed for aerial filming.

All ship nets down for aerial filming.

All small guns to be in battle ready positions including 2 x GPMG and 1 x mini gun on each side of the ship for aerial filming.

Client to rig aerials to bow gun and run cable to bridge of ship which would be cable tied on to harness safety lines.

Client to set up monitor on bridge and direct camera helicopter from bridge.

Client, along with ship's captain, to direct HMS Dragon movements, during aerial filming from bridge.

Authority to supply 13Amp domestic power supply to bridge.

Authority to provide room for the Client.

3. Utilities

- 3.1 Lunch on 09th July 2019 for a maximum of 13 Representatives.
- 3.2 Breakfast, Lunch and Evening meal on 21st July 2019 for a maximum of 4 Representatives.
- 3.3 Breakfast, Lunch and Evening meal on 22nd July 2019 for a maximum of 9 Representatives (one Vegetarian).

SCHEDULE 2 - CLIENT'S INITIAL PROPOSAL AND PRODUCTION SYNOPSIS

"B25" is the twenty-fifth instalment of the James Bond franchise. The film is being directed by Cary Joji Fukunaga and is currently untitled. At the start of the film, Bond has retired from active service. However, Bond's peace is short-lived. His old friend from the CIA Felix Leiter turns up unexpectedly, asking for help. Felix's request puts Bond on the trail of a mysterious supervillain armed with dangerous new technology.

The scenes pertinent to the Royal Navy involve a Type 45 appearing in the film's final action sequence.

In the film, the Navy supports MI6's operation and the ship fires missiles at the villain's secret lair which is a fictional island where he is developing a deadly weapon, killing the villain, his henchmen and destroying his operation.

SCHEDULE 3 - POINTS OF CONTACT

<u>Authority Project Officer</u> [REDACTED] Royal Navy Media, Communications & Engagement Mail Point 1.4 Leach Building, Whale Island, Portsmouth, PO2 8BY Tel: [REDACTED] Email: [REDACTED]	<u>Authority Commercial Officer</u> [REDACTED] Navy Command Commercial – Income Generation Room 302, Building 1/080 Jago Road, HMNB Portsmouth PO1 3LU Tel: [REDACTED] Email: [REDACTED]
<u>Authority Budget Manager</u> [REDACTED] NAVY FIN-DECISIONSUPPORTMGR1 Navy Command HQ Mail Point 1.1 Leach Building, Whale Island, Portsmouth, PO2 8BY Tel: [REDACTED] Email: [REDACTED]	<u>Client Point of Contact</u> [REDACTED] Location Manager Stanley Kubrick Building Pinewood Studios Pinewood Road Iwer Heath Bucks SL0 0NH Tel: [REDACTED] Mob: [REDACTED] Email: [REDACTED]
<u>DIPR Address</u> Poplar 2, #2214, Abbey Wood (S), Bristol BS34 8JH. [REDACTED]	

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 Services, Facilities and Utilities as detailed in Schedule 1.
 - b. Insurance.

Total VAT Exclusive : [REDACTED]

SCHEDULE 5 - CONTRIBUTOR RELEASE FORM

Intentionally deleted.

SCHEDULE 6 – PUBLICITY PLAN

The Client are authorised to deliver publicity and marketing activity in collaboration with the Authority via the Directorate of Defence Communications (DDC) and Royal Navy Media Communication and Engagement (RNMCE).

PR activity will include, but not be limited to the following areas:

- Cast/ crew visits
- Recruitment and retention related activity
- Post release PR activity
- Preview screenings
- PR activity (to include all aspects of digital media activity)
- Profile at Premiere (subject to Contract Amendment with respect to Authority personnel used)
- Co-branded licence range (subject to additional licence)

All PR activity will be delivered in accordance with extant Authority and RN specific policy on publicity, marketing and licensing regulation. Some elements of PR activity above may require separate agreements to cover financial, legal and liability cover and may be negotiated separately to this Contract or as part of a Contract Amendment.

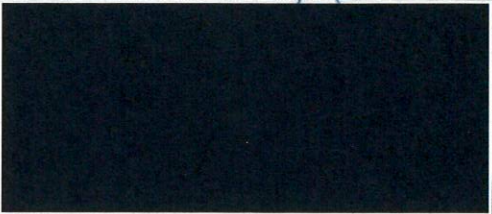

Upon request Client shall provide (at its own cost) to the Authority one (1) DVD copy of the final version of the Production (if made) featuring the Footage, and the Client hereby grants to the Authority a royalty free perpetual licence to use the copy of such Footage (in whole or part but capped at two minute's duration in length and not featuring any talent, unless the right to use such talent is specifically cleared with talent at the time of use) together with the right to extract stills from such footage for the Authority's non-commercial recruitment purposes) subject to the Authority having no entitlement in any way to release such footage prior to the release of the Production in the UK.

STATEMENT OF GOOD STANDING

We the undersigned confirm to the best of our knowledge and belief, that B25 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.

	Dated this <u>18</u> day of <u>JULY</u> (month) <u>2019</u> (year)
	Address: <u>STANLEY KUBRICK BUILDING</u> <u>4, PINEMOOD STUDIOS</u> <u>PINEMOOD RD, IVER, BUCKS, SL0 0NH</u>
	Telephone: 
	Invoice address in full (if different to above)
In the capacity of <u>DIRECTOR</u> (eg Director, Manager, Secretary etc.)	VAT Registration No: <u>864444604</u>
Duly authorised to sign Contracts for and on behalf of (Client name): <u>B25 LIMITED</u>	

Return to: Navy Command Commercial – Income Generation, Room 302, Building 1/080, Jago Road, HMNB Portsmouth, PO1 3LU

