



Ministry
of Defence

Army Secretariat
Army Headquarters
IDL 24 Blenheim Building
Marlborough Lines
Andover
Hampshire, SP11 8HJ
United Kingdom

Ref: FOI2016/09167/05/03/77752

E-mail: ArmySec-group@mod.uk

Website: www.army.mod.uk

24 November 2016

Dear [REDACTED]

Thank you for your email of 3 October in which you requested the following information:

"The memorandum of understanding or similar written agreement between the army/MoD and the production company for the Channel 5 programme, 'Squaddies at 16'"

As previously advised the information requested falls within the scope of the following qualified exemption: Section 43 Commercial Interests. A Public Interest Test (PIT) has therefore been carried out to determine whether this information can be released. The conclusion of the PIT was that the information you have requested can be provided and this is attached. Some information has been redacted under Section 40: Personal Information.

The information supplied to you continues to be protected by copyright. You are free to use it for your own purposes, including for private study and non-commercial research, and for any other purpose authorised by an exception in current copyright law. Documents (except photographs) can be also used in the UK without requiring permission for the purposes of news reporting. Any other reuse, for example commercial publication, would require the permission of the copyright holder.

Most documents supplied by the Ministry of Defence will have been produced within government and will be Crown Copyright. For information about re-using Crown Copyright see the Office of Public Sector Information website at www.opsi.gov.uk. The copyright in some documents may rest with a third party. For information about obtaining permission from a third party see the Intellectual Property Office's website at www.ipo.gov.uk.

If you are not satisfied with this response or you wish to complain about any aspect of the handling of your request, then you should contact me in the first instance. If informal resolution is not possible and you are still dissatisfied then you may apply for an independent internal review by contacting the Information Rights Compliance team, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review must be made within 40 working days of the date on which the attempt to reach informal resolution has come to an end.

If you remain dissatisfied following an internal review, you may take your complaint to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not investigate your case until the MOD internal review process has been completed. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website, <https://ico.org.uk>.

Yours Sincerely,

[REDACTED]
Army Secretariat

Ministry of Defence

Commercial Officer Wider Markets
Ministry of Defence
Commercial Branch (Wider Markets)
Army HQ
IDL 437 Marlborough Lines
Monxton Road
Andover
SP11 8HT

Telephone [MOD]: +44 (0)1264

Facsimile [MOD]: +44 (0)1264

E-mail

Burning Bright Productions
Kirkman House
12-14 Whitfield Street
London
W1T2RF
FAO

Our Ref: WM/9444

4 March 2016

Dear

OFFER OF CONTRACT NO WM/9444 Version 1.0 - SUPPORT TO BURNING BRIGHT PRODUCTIONS LTD THE DOCUMENTARY 'JUNIOR SOLDIERS' (WORKING TITLE)

1. On behalf of the Ministry of Defence ("the Authority") I am pleased to enclose our Offer of Contract in respect of your request, which shall remain open for acceptance until 1000hrs, Wednesday 03 March 2016. This Offer is made without prejudice.

2. a) If you wish to accept this Offer please sign the Acceptance of Offer of Contract Form attached and return it by the date stated in paragraph 1 above to:

COMMERCIAL OFFICER:

FAX NO: +441264

AND PLEASE SEND AN EMAIL TO CONFIRM THIS HAS BEEN DONE

OR SCAN THE SIGNED ACCEPTANCE FORM AND EMAIL IT TO:

b) No contract will come into existence, unless unqualified acceptance is received within this time.

3. If you have any concerns relating to acceptance or any questions regarding to the Contract please contact the Authority's Commercial Officer as detailed above at para 2a.

4. Once you have accepted the Offer of Contract you may contact the duly appointed representative (Authority Representative)- using the contact details at Appendix 1 to discuss the Service to be provided.

Yours faithfully,

{original signed}

Commercial Officer - Wider Markets
For Head of Commercial (Army)

ACCEPTANCE FORM

PRODUCER'S DETAIL (to be completed by Producer).

Reference Number WM/9444

<p>1. <u>Producer's Point Of Contact</u></p> <p>Name :- Appointment/Capacity :-</p> <p>Tel No: Fax No:</p>	<p>Invoice address (in full):- Burning Bright Productions 12-14 Whitfield Street London W1T 2RF</p> <p>VAT Registration No:- 125 8089 05</p>
<p>2. Registered office address (if different from above):- 22 Rathbone Street, London, W1T 1LG</p> <p>Company Registration No:- 07596302</p>	<p>Order No/Reference:-</p> <p>Brief Description:-</p> <p>Authority Support to the documentary 'Junior Soldiers (working title)</p>

ACCEPTANCE of the Offer (to be completed by the Producer)

I/We acknowledge the Authority offer, and confirm that the Producer accept the Terms and Conditions stated herein.

Signature:-

Dated:- 11 / 3 / 16

Appointment/Capacity:- ...

Duly authorised to sign the Contract on behalf of :-

Address:-----

TelNo:-----

Fax No:-----

DATE

4 March 2016

THE SECRETARY OF STATE FOR DEFENCE (1)

BURNING BRIGHT (2)

**CONTRACT FOR THE PROVISION
OF SERVICES AND FACILITIES, ARCHIVE FILM, PHOTOGRAPHS AND DOCUMENTS AND
LICENSING OF INTELLECTUAL PROPERTY**

FOR

“JUNIOR SOLDIERS” (Working Title)

THIS CONTRACT is made on the 4th day of March 2016

BETWEEN

- (1) **THE SECRETARY OF STATE FOR DEFENCE** a corporation sole of Whitehall, London. SW1A 2HB, United Kingdom as represented by MOD Commercial (Army), Zone 8, 2nd Floor, Ramillies Building, Army HQ, Marlborough Lines, Monxton Road, Andover SP11 8HJ (“the Authority”); and
- (2) **BURNING BRIGHT PRODUCTIONS** 22 Rathbone Street, London, W1T 1LG (“The Producer”)

and who collectively shall be referred to as the “Parties.”

WHEREAS

- (A) The Producer has been commissioned by Channel 5 to make a television production provisionally entitled “Junior Soldiers” (“the Production”), to be screened/aired autumn 2016.
- (B) The Authority has agreed to license certain intellectual property and archive material and to provide certain specialist services and facilities to the Producer in connection with the making of the Production by the Producer.

STANDARD TERMS AND CONDITIONS OF CONTRACT IT IS HEREBY AGREED as follows: -

1. DEFINITIONS

- 1.1 In the Contract (as defined below) the following words and expressions shall have the meanings given to them, unless expressly stated to the contrary or evident by context:

“Authority’s Representative(s)” means the Army Officer(s) and/or the civilian employee(s) of the Authority as detailed in Appendix 1 to this Contract empowered to act on behalf of the Authority in connection with this Contract

“Authority Representative for Consultation on Production Content” means the Army Officer(s) and/or the civilian employee(s) of the Authority as detailed in Appendix 1 to this Contract empowered to act on behalf of the Authority in connection with the Production content in this Contract

“Authority Commercial Branch” means the Authority’s Commercial Branch as detailed in Appendix 1.

“Authority Commercial Officer” means the Authority’s Commercial Officer as detailed in Appendix 1.

“Clause” means a clause of this Contract or a clause in a named statutory instrument referenced in this Contract.

“Commanding Officer” means the Authority’s officer who is commanding the site, unit or Facility dependent upon context

“Commission” means financial backing for the Production from a third party broadcaster with whom the Producer has formed a contract to produce the Production with a clearly defined aim, scope, target audience and marketing strategy.

“Contract” means this Contract which includes all Contract schedules and annexes so identified as a part of this Contract and any letter of Contract amendment subsequently issued and agreed between the Parties.

“Contract Price” means the contract price as agreed by the Authority and the Producer to be charged by the Authority for the provision of the Services and Facilities as set out in Annex B;

“Contributor” means an employee of the Authority or any Government Department.

“Contributor Release Form” means the Authority’s Contributor Release Form completed in accordance with Clause 15.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

“Data Controller” shall have the meaning given in Clause 32.2.

“DPA” means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation .

“Emerging Operational Situation” means a situation where the security of the United Kingdom and the safety of its citizens, Armed Forces and/or that of its allies is under such direct threat that the mobilisation of its Armed Forces is initiated or becomes clearly imminent or other situations of an operational nature arise to the extent that such an Emerging Operational Situation has an effect on the Authority’s ability to supply the Services and Facilities. This definition shall also extend to mean a situation within a theatre of active military operations where:

- (i) the security and safety of the Armed Forces and civilians of the United Kingdom or those of its allies is under imminent threat to the extent that such an Emerging Operational Situation has an effect on the Authority’s ability to supply the Services and Facilities and/or;
- (ii) the tactical response of the Armed Forces in an active theatre of military operations to a threat from an enemy that has an effect on the Authority’s ability to supply the Services and Facilities.

“Exigency of Service” means an exigency requiring the Authority to withdraw the provision of the Service(s) to the Producer either for a temporary or permanent period. Such exigencies shall include, but shall not be limited to, death of a monarch or member of the Royal Family, exigent military activity, Emerging Operational Situation, civilian disaster requiring military assistance, Governmental directive.

“Facility” and “Facilities” means the Premises together with any of Her Majesty’s Ships or Vessels, Aircraft or Vehicles as are more particularly described in Annex A.

~~**“Film”** means the feature length, cinematic film and any associated sound recordings to be produced by the Producer based on and adapted from the Initial Script entitled *[name of Film]*~~

“Film Clip Material” means Crown copyright audio-visual recordings held in the Authority’s archives.

“Fine Cut” means the final version of the Production. It may be undressed with credits and/or subtitles

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; Emerging Operational Situation, acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made

“Government Property” means those assets owned by the Authority and not falling within the definition of Facilities

“Gross Receipts” means in relation to an activity all receipts earned by the Producer or by any agent on the Producer’s behalf directly or indirectly pursuant to that activity including without limitation lump sum payments, minimum guarantees (or any instalments thereof), advances and royalty payments paid by licensees and other third parties

“Initial Script” means the version of the script read and considered by the Authority prior to the signing of this Contract and which forms part of the Production Synopsis.

“Information” means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract.

“Intellectual Property” and **“IP”** means any and all trade marks, registered designs, design rights, logos, badges, crests, copyrights and images owned or controlled by the Authority at the date of this Contract or developed by the Authority during its currency and as are actually included in the Production by virtue of having been audio-visually recorded during Principle Photography. Note this specifically EXCLUDES Film Clip Material and Stills.

“Material Breach” means a fundamental breach or breaches by one Party of a contract term or terms which are at the core of the Contract, the effect of which is to substantially deprive the innocent Party of the whole benefit for which it contracted or the whole benefit of substantially any aspect of the Contract and upon such breach shall allow the innocent Party to terminate the Contract.

“Media” means Primary and Secondary 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 Secondary Media unless expressly agreed with the Authority.

“Minor Contributors” shall mean the Phase 1 Army recruits.

“MOD Review Panel” means the Authority representatives detailed in Appendix 1 to this Contract who will view the Rough Cut version of the Production.

“Open Government Licence” and **“OGL”** 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> .

“Party” means a party to the Contract and shall be referred to collectively as the **“Parties”**.

“Personal Data” shall have the meaning given in Clause 32.1.

“Premises” means all Authority land and buildings (including temporary buildings owned by the Authority) and more particularly described in the Contract including where appropriate the Premises Licence.

“Premises Licence” means the licence to utilise the Premises entered into in accordance with Clause 2.3 of this Contract

“Premises Licence Fee” means the licence fee payable by the Producer to the Authority for the grant of the Premises Licence.

“Primary Media” means cinematic showing or analogue and digital distribution by terrestrial/cable/satellite/television and radio transmission and includes on-demand, simulcast and internet access except where these are subject to ‘pay per view’ subscriptions or fees.

“Principal Photography” means the recording of audio and visual images at or on the Facilities and/or of the provision of the Services more particularly set out in Annex A.

“Producer’s Representative(s)” means the employee(s) and authorised representatives of the Producer as detailed in Appendix 1 to this Contract who are empowered to act on behalf of the Producer in connection with this Contract

“Production” means the series of television programmes including all and any sound recordings to be made by the Producer based on and adapted from the Production Synopsis entitled “Junior Soldiers (Working Title)”

“Production Publications” means all publications which are customarily regarded as being ancillary to the publication and exploitation of films/television programmes including without limitation (1) so-called “making of” books describing the making of the film/programmes; (2) so-called novelisations of the scripts for the film/programmes; (3) publications of the scripts for the film/programmes,

“Production Synopsis” means the outline description of the Production agreed between the Producer and the Authority and which is included at Annex C to this Contract. The Production Synopsis includes all subsidiary documents agreed with the Authority in connection with the Production including, but not limited to a Statement of Editorial Intent, initial scripts, Production outlines and production schedules.

“Programmes” means the television programme or series of television programmes to be produced by the Producer based on and adapted from the Production Synopsis and currently entitled “Junior Soldiers”.

“Restricted Areas” means those parts of the Facilities as advised by the Authority to which the Producer, its employees, agents and contractors will be denied access for security, operational and/or safety reasons. The extent of such Restricted Areas will be agreed by the Authority and the Producer prior to the commencement of Principal Photography of the Production and prior to access being given. The authority on access to Facilities and the determination of Restricted Areas will reside with the Authority.

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

“Scripts” means all draft and final scripts prepared by the Producer based on the Production Synopsis;

“Secondary Media” means pre-recorded distribution including via blu-ray, DVD, video, CD or other storage media, as well as on-demand, simulcast or internet services subject to ‘pay per view’ subscriptions or fees and also theatrical, onboard aircraft or isolated workplace (e.g. oil rig) showings.

“Services” means all the services and entitlements made available to the Producer (these may include the use of any itemised utilities at the Facilities or use or hire of any Government Property) as more particularly described in Annex A;

“Standing Instruction(s)” means the Authority’s standard operating procedures applying to a site or facility which govern *inter alia* Health & Safety, fire, security and visitor access;

“Statement of Editorial Intent” means the Producer’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 will also outline the broad sequencing of the Production and outline the Authority personnel, facilities and resources which are likely to be required by the Producer in the making of the Production.

“Stills” means Crown Copyright photographs held in the Authority’s archives.

“Territory” means the whole world.

“The Term” is the period of this Contract commencing on the date of this Contract and upon which the Contract expires on 30 January 2017 save for certain specified terms which continue to apply despite the end of the Term.

“Written Production Schedule” means the Producer’s detailed itinerary in terms of dates, times, location and duration of filming agreed with the Authority. The Written Production Schedule is to take account of any preparatory activity which includes any security vetting required and the completion of Contributor Release Forms.

1.2 In this Contract the masculine includes the feminine and vice versa and words importing the neuter include the masculine and the feminine; the singular includes the plural and vice versa unless expressly stated to the contrary or evident by context.

2. THE SERVICES AND FACILITIES

2.1 In consideration of the payments set out in Clause 5 to this Contract, the Authority will provide to the Producer during the Term the Services and access to the Facilities (as more particularly described at Annex A to this Contract) under the terms of this Contract and in accordance with the Production Synopsis and, where relevant, the agreed Scripts at Annex C.

2.2 The provision of the Services and Facilities by the Authority to the Producer is subject to agreement on the extent of the Restricted Areas and in accordance with the Production Synopsis. Subject to these terms the Producer may to the extent necessary for the production of the Production:

2.2.1 enter upon the Facilities and utilise the Services, to film, photograph and record in the Facilities, to include without limitation the filming, photographing and recording of Army personnel and Crown servants, and, subject to the provisions of Clause 15, to film the Production being so-called ‘fly-on-the-wall’ documentary covering the Army Training Programme for under 18 year olds provided by the Authority at the Premises and to take still photographs for use either in the Production or in publicity, publishing or marketing connected only with the Production;

2.2.2 reference the Services and Facilities in the Production under their proper title unless agreed otherwise with the Authority; and

2.2.3 subject to the provisions of Clause 3 exploit or exhibit the Production with or without the scenes filmed, photographed or recorded on, in, at and/or of the Facilities or of any Government Property or personnel used in the provision of the Services throughout the Territory in the Media subject to payment of a commercial exploitation levy for Secondary Media.

2.3 Where the use of Facilities referred to in Clause 2.1 above relates in whole or in part to the use of Premises by the Producer the Authority may require the Producer to enter into a separate Premises Licence with the Authority. The Authority shall not be in breach where the Parties cannot agree upon the terms of such a Licence and the Authority will have the right to terminate this Contract (whether in whole or in part) if no such Licence is agreed.

- 2.4 The provision and supply of the Services and Facilities shall, wherever possible, be in conformity with the Producer's Written Production Schedule for the Production provided that, in addition to the provisions of Clause 20, the Authority shall be entitled to withdraw, modify, or otherwise change (including immediately) on notice any aspect of the Services and Facilities (to be given to the Producer in writing) as required to accommodate the contingencies of any Exigency of Service. Such non-performance or failure by the Authority to fulfil its 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 of the Production by the provision of reasonably available alternative services and facilities comparable to the Services and Facilities but does not warrant that it will be able to provide such support.
- 2.5 In the event that during the Term the Producer is prevented from using the Services and Facilities because of any loss or damage to the Facilities and/or Government Property used in the provision of the Services and/or injury to any Authority personnel used in the provision of the Services (unless such loss, damage or injury has been caused by the Producer's negligence), the Authority shall use reasonable endeavours to continue to support the production of the Production by offering the Producer the provision of alternative services and facilities comparable to the Services and Facilities but subject at all times to the provisions of Clause 2.4 above. The cost of the provision of such alternative services and facilities shall be at the expense of the Producer and the Parties agree to negotiate in good faith regarding the cost of such alternative services and facilities. The Authority shall not be in breach where the Parties cannot agree upon the cost of such alternative services and facilities and the Authority will have the right to terminate this Contract (whether in whole or in part) if no cost is agreed. In the event that the Authority deems that suitable alternative services, facilities and personnel are not available, then the Authority shall provide the Producer with written notice thereof together with notice that the Contract shall terminate upon the expiry of a period of seven days following receipt of such notice.
- 2.6 The Parties agree that the Authority will not be liable for any losses (including but not limited to economic and consequential losses) incurred by the Producer arising from any change to or termination of the Services and Facilities by the Authority acting in accordance with the terms of this Contract.

3. INTELLECTUAL PROPERTY

- 3.1. Where the Producer has entered into a Commission with a broadcaster he shall ensure that the terms of any such Commission shall not assign, transfer or make over any of the rights to the Authority's Intellectual Property in the Production without the prior written consent of the Authority in accordance with Clause 3.2 below.
- 3.2 In consideration of the mutual covenants herein contained, the Authority hereby grants to the Producer (or, where the Producer is not the broadcaster permission to assign such rights to the first broadcaster of the Production on similar terms to those contained in the Contract) the non-exclusive licence to use the Intellectual Property in the Territory;
- 3.2.1. to advertise, promote and broadcast the Production in the Primary Media without any further payment to the Authority and;
- 3.2.2. subject to payment to the Authority of a one-off commercial exploitation fee of £4,000 (four thousand pounds), to market, distribute and sell the Production to Third Parties for broadcast by them in the Primary Media; and;
- 3.2.3. subject to payment to the Authority of a one-off commercial exploitation fee of £4,000 (four thousand pounds), to licence others to market, distribute and sell the Production in the Secondary Media.

3.3 – 3.7 Not Used.

- 3.8 In the event that the Producer wishes to incorporate any Film Clip Material or Stills within the Production, the Producer shall accept the terms of the Open Government License (OGL) as produced by the National Archives and available on their website at: <http://www.nationalarchives.gov.uk/information-management/uk-gov-licensing-framework.htm> any Film Clip Material or Stills shall only be released to the Producer by the relevant archive holder under the terms of the OGL. Responsibility for granting access to archive material under the OGL shall rest with the relevant archive holder.
- 3.9 The licence granted to the Producer (or first broadcaster) to use the Intellectual Property specifically excludes the right to exploit the commercial value of the Intellectual Property by the sale of Merchandise. In the event that the Producer or any broadcaster wishes to exploit any Intellectual Property by the sale of Merchandise, they shall first enter into a Merchandising Licence Agreement with the Authority. Responsibility for granting any such licence rests with the Authority's Directorate of Intellectual Property Rights, Oak 2E, #6228, Abbey Wood (N), Bristol BS34 8JH, to whom any such requests should be addressed.

4. CONSULTATION

- 4.1 Unless agreed otherwise in writing with the Authority the Producer will consult with the Authority Representative for Consultation on Production Content on the Scripts at times to be agreed with the Producer including during the development, pre-production and production of the Production. The Authority shall also be given the opportunity (as detailed below) to view the Rough Cut and Fine Cut version of the Production prior to conclusion of editing.
- 4.2 The Producer undertakes that it shall, at all times acting in utmost good faith, pay express regard to the Authority's views on issues contained in the Scripts. For the avoidance of doubt, the Producer will consult the Authority Representative for Consultation on Production Content about any changes to the Scripts (including late changes on a day to day basis). The Authority further acknowledges that the Scripts may change as required by the Producer but such changes shall be subject to the Producer's ongoing obligation to consult the Authority in full as aforesaid and, in any event, any change shall be reasonably consistent with the Production Synopsis provided to the Authority and attached at Annex C. The Authority confirms that the Authority Representative for Consultation on Production Content is duly authorised to conduct consultation with the Producer.
- 4.3 As soon as practicable after the completion of the Rough Cut the Producer will provide the MOD Review Panel with the opportunity to view or in the case of an audio production review, the Rough Cut version of each programme in the Production series at times and dates to be agreed with the Authority Representative for Consultation on Production Content. Following such viewing/ review the Authority Representative for Consultation on Production Content shall make any representations to the Producer within 48 hours pursuant to Clause 4.4 below and the provisions of that clause shall apply SAVE THAT it is hereby acknowledged that such representations shall be provided to the Producer by the Authority Representative for Consultation on Production Content within 48 hours of reviewing the Rough Cut. In the event that no such representations are received by the Producer the Authority shall be deemed to consider that no changes to the Rough Cut are required to comply with the terms of this agreement. The Producer will notify the Authority Representative for Consultation on Production Content of any substantive changes that are not consistent with the Production Synopsis and the Statement of Editorial Intent, (either visual or aural) to the Rough Cut version of each programme after it has been shown to the MOD Review Panel whether such changes have been made in response to the representation made by the Authority Representative for Consultation on Production Content pursuant to Clause 4.5 below or otherwise.
- 4.4 As soon as practicable in the final stages of editing, the Producer will provide the MOD Review Panel with the opportunity to view a Fine Cut version of each programme in the Production series at times and dates to be agreed. Following such viewing the Authority may make representations to

the Producer pursuant to Clause 4.5 below and the provisions of that clause shall apply. SAVE THAT it is hereby acknowledged that such representations shall be provided to the Producer by the Authority within 48 hours of reviewing the Fine Cut. In the event that no such representations are received by the Producer the Authority shall be deemed to consider that no changes to the Fine Cut are required to comply with the terms of this agreement. The Producer will notify the Authority of any substantive changes that are not consistent with the Production Synopsis or the Statement of Editorial Intent (either visual or aural) to the Fine Cut version of each programme after it has been shown to the MOD Review Panel whether such changes have been made in response to the representation made by the Authority pursuant to Clause 4.5 below or otherwise. The Producer will then allow the Authority a further opportunity to view such changes and make representations pursuant to Clause 4.5 below prior to broadcast of the Production and the provisions of that clause shall apply. SAVE THAT it is hereby acknowledged that such representations shall be provided to the Producer by the Authority within 48 hours of reviewing such changes. In the event that no such representations are received by the Producer the Authority shall be deemed to consider that no changes to the Production are required to comply with the terms of this agreement.

- 4.5 It is agreed the Producer will have editorial independence and control over the Production, subject only to the provisions of this Clause and those of Clause 4.6.
- 4.5.1 The Producer agrees to exclude from the Production at the request of the Authority any material which identifies casualties or which in the opinion of the Authority:
- 4.5.1.1 would be likely to prejudice UK national security and/or that of its allies or vital national interests, or,
 - 4.5.1.2 has been provided to the UK by a foreign country subject to confidentiality constraints, or would damage the reputation or safety of any member of the UK armed forces, of Crown servants and Crown representatives (including its contractors and agents), or the security interests of any ally and their nationals,
 - 4.5.1.3 any material identifying members of UK Special Forces or Special Forces of any ally.
- 4.6 The Producer also agrees:
- 4.6.1 to correct any material which in the Authority's opinion is factually inaccurate and which is drawn to its attention by the MOD Review Panel at the Rough Cut and/or Fine Cut viewing or at any time thereafter whether prior to first broadcast or otherwise;
 - 4.6.2 to provide the opportunity for an advance showing of the Production to the immediate families/dependants (spouse/parents/children/partner/guardian) of identifiable UK military personnel who have died in service, and to remove sequences relating to such personnel, if that is the wish of the families.
 - 4.6.3 not to broadcast or permit to be broadcast or transmitted any part or parts of the Production containing any discussions carried on at meetings attended in private by any Crown servant or member of the armed forces until the Authority has consented to the timing of the first such broadcast or transmission
 - 4.6.4 to consider in good faith any comments or representations made to the Producer by the Authority in relation to the content, balance, and historical and technical accuracy of the Production, at the Fine Cut viewing or at any reasonable time thereafter prior to broadcast; for the purposes of this Clause a "reasonable time" will be that sufficient to allow for any amendment of the Production by the Producer as requested by Authority pursuant to this Contract.
 - 4.6.5 unless provided for elsewhere in this Contract not to subsequently broadcast following the first broadcast any transmitted or untransmitted footage of, or referring to, current or

former members of the Armed Forces or Crown servants or make such footage available to any third party, without prior approval in writing from the Authority, unless required to do so by law.

4.6.6 that nothing in this Contract will prevent the Producer from promoting and publicising the Production before its broadcast as long as any material to be used for those purposes is made available to the Authority for review beforehand and the Authority is permitted to exercise its rights pursuant to this Contract with respect to that material as if that publicity material were the Production for the purposes of this Contract.

4.6.7 that without prejudice to the provisions of Clause 4.5.1.2 any material included in the Production which shows any member of the UK Armed Forces or Crown servant acting in contravention of military/civilian personnel regulations shall also show, in the same Production, the Authority's response to such contravention and the legal consequences that result from the individual's actions.

5. PAYMENTS BY THE PRODUCER

5.1 The Producer shall pay to the Authority:

5.1.1 in full and final consideration for the provision of the Services and Facilities and all rights granted and/or licensed herein by the Authority and the Authority's compliance with its obligations hereunder within 30 days of receipt of the Authority's invoice, the total sum due in accordance with the Contract Price at Annex B to this Contract.

5.1.2 such sums for the use/exploitation of the Authority's Intellectual Property pursuant to any Intellectual Property licence(s) separately agreed, for example Merchandising Licence Agreement, such sums to be paid in accordance with the conditions set out in the licence(s).

5.1.3 where needed the Premises Licence Fee.

5.2 All sums expressed in this Contract are exclusive of VAT, which shall be applied at the appropriate rate.

5.3 Not Used.

6. WARRANTIES OF THE PRODUCER

6.1 The Producer represents and warrants that to the best of its knowledge and belief the Production will not contain any obscene, offensive, blasphemous or defamatory material.

6.2 The Producer represents and warrants that to the best of its knowledge and belief the Production will not contain any material which may bring the name of Authority into disrepute.

6.3 The Producer represents and warrants that to the best of its knowledge and belief the Production will not contain any material which infringes the copyright or any other rights of any third party at any time.

6.4 The Producer represents and warrants to the Authority that:

6.4.1 it is the sole owner of or controls all copyright (whether under licence or otherwise) and any other rights in the Production except for the Authority's Intellectual Property, Film Clip Material and Stills;

6.4.2 it has the authority to enter into and perform this Contract and is not bound by any previous agreement which adversely affects its ability to perform its obligations under the Contract; and

6.4.3 it is 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 in respect of any material in the Production or any part of it including but not limited to artistic, musical, literary works, sound recordings, films, performing rights in any music and mechanical reproduction of any recordings, and actors, and that none of these costs are to be the responsibility of the Authority.

6.4.4 subject to a commercial exploitation fee under Clause 3.2.2 and 3.2.3 it shall ensure that any agreement it enters into for the first broadcast of the Programme under Clause 3.2.1 shall preserve the Authority's rights to fees for commercial exploitation under Clause 3.

6.5 The Producer shall indemnify the Authority in respect of any loss, damage, or costs arising out of any breach of the undertakings and/or warranties by the Producer in this Contract

6.6 The Producer undertakes that it shall not use or permit to be used for any purpose or in any way whatsoever any footage, recording, photography or interview material obtained under the privileges provided under this Contract until the Contract Price has been agreed with the Authority. Further, the Producer undertakes that it shall not use or permit to be used any footage, recording, photography or interview material obtained under the privileges provided under this Contract other than for the making of the Production in accordance with the Statement of Editorial Intent without the prior written permission of the Authority.

6.7 The Producer acknowledges that at all times during production and following transmission of the Production the Producer will give due regard to the physical and emotional welfare of the Minor Contributors to the Production and confirms that the Producer will take due care not to cause such Minor Contributors unnecessary distress or anxiety by their involvement in the Production or by the transmission of the Production.

6.8 Without prejudice to the Authority's rights and remedies elsewhere under this Contract and in law any breach of the Producer's warranties and undertakings under Clauses 5 and 6 shall constitute a Material Breach which will allow the Authority to terminate the Contract.

7. INTENTIONALLY UNUSED

8. PR AND RELATED MATTERS

8.1 The Producer shall provide the following on-screen credit in the Production and in publicity, promotional, advertising and packaging material under the Producer's control in respect of the marketing distribution and exploitation of the Production 'With thanks to the British Army'.

8.2 If the Producer creates an official website or webpage for the Production it shall arrange for a hotlink between its web-site and the Authority's website. The form of the link shall be approved in advance by the Authority.

8.3 The Producer shall provide (at its own cost) to the Authority a transmission card providing details of proposed transmission dates, times etc at least a month prior to the initial broadcast.

8.4 The Producer shall keep the Authority informed of the progress of the Production and any exploitation in the Media.

8.5 The Producer shall provide (at its own cost) a minimum of 3 copies of the final version of the Production, for use free of charge to the Authority for its own non-commercial PR and/or recruitment use.

8.6 The Producer and the Authority shall agree, through the public relations bodies of the Producer and the Authority, all press or media releases pertaining to the Production. For the avoidance of doubt, the intent is that such coordination shall be mutually beneficial and supportive of the editorial intention of the Production.

8.7 No reference is to be made to the terms of this Contract by either Party in any advertising, publicity or promotional material without the prior consent of the other Party. For the avoidance of doubt the

Authority acknowledges that some of the provisions of this clause may be subject to the further agreement of the Authority and the broadcaster (on terms to be discussed in good faith between such parties) and the Producer shall use its reasonable endeavours to procure that the broadcaster liaises with the Authority regarding the same.

9. PRODUCER'S PERSONNEL AT GOVERNMENT ESTABLISHMENTS

- 9.1 The Producer agrees to procure that its employees, agents and contractors fully comply with all rules, regulations and requirements pertaining to civilian personnel as may be in force at the Facility or in relation to the use of the Services as notified to the Producer by the Authority and with all other reasonable instructions given by the Authority.
- 9.2 The Producer acknowledges that its employees, agents and contractors (the 'Personnel') may be required to submit to basic security vetting by the Authority. The Producer will bear all costs associated with such vetting and subject to the Authority notifying the Producer that the Personnel will be required to submit to such security vetting within an appropriate time period shall take account of the lead time likely to effect such vetting within their Written Production Schedule.
- 9.3 The Producer shall submit in writing to the Authority for approval a list of those Personnel who may need to enter a Facility for the purpose of or in connection with work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:
- a) was not born in the United Kingdom; or
 - b) if he was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.
- 9.5 The Authority may at its absolute discretion grant access to the Facility and issue passes for admission to the Facility to those Personnel who are approved by it in accordance with the Authority's prevailing regulations. Personnel shall not be admitted unless access is so granted, whether by issue of such a pass or by escort. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.
- 9.5 Access to and any land or premises (including temporary buildings) made available to the Producer by the Authority in connection with the Contract shall be used by the Producer solely for the purpose of performing the Contract. The Producer shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Producer shall be subject to the charges set out in the Contract at Annex B. The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments.
- 9.6 The Producer 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, which includes land or buildings, occasioned by the Producer, or by any of his Personnel, arising from his or their presence on a Facility in connection with the Contract, provided that this Clause 9.6 shall not apply to the extent that the Producer is able to show that any damage was not caused or contributed by any circumstances within his or their reasonable control.
- 9.7 Without prejudice to and subject to the provisions of any separate Premises Licence:
- 9.7.1. Any decorative alterations which the Producer requires to be made to the Facilities and any other Government Property used in the provisions of the Services may be made only for the purposes of the Production and with the prior written consent of the Authority.
 - 9.7.2. Any decorative alterations built or installed by the Producer shall be removed by the Producer at the conclusion of the Principal Photography at its own cost.

9.7.3. The Producer shall reinstate fully any part of the Facilities and any other Government Property which it altered to meet the requirements of filming activity under this Contract. Such reinstatement will be to the condition the Facilities and Government Property were in prior to the alteration made by the Producer.

9.8 Any loss or damage caused to any property on the Facilities belonging to the Producer or his representatives shall be at the risk of the Producer or his representatives whilst he or they are on the Facilities. The Authority excludes liability for loss or damage howsoever caused thereto or caused thereby including loss of revenue; loss of profits; loss of business; loss of opportunity; loss of goodwill loss of reputation; loss of, damage to or corruption of data including without limitation any digital video or audio recordings; any indirect or consequential loss or damage howsoever caused whether or not such loss is covered in this Clause 9; any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss, save for:

9.8.1 where any such loss or damage was contributed to by an act, neglect or default of the Authority; and,

9.8.2 where the Authority is acting as bailee, any property of the Producer or his representatives has been taken on charge by the Authority, and a proper receipt has been given therefore, then the Authority shall be liable for any such loss or damage occurring to that property while held on such charge as aforesaid.

9.9 If, in the reasonable opinion of the Authority, any employee, agent or contractor of the Producer shall misconduct himself, or if the Authority is of the view that any person employed or engaged by the Producer is an inappropriate person to be allowed access to the Facilities, the Producer shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

10. INTENTIONALLY UNUSED

11. OBLIGATIONS OF THE AUTHORITY

11.1 Subject to the terms of this Contract the Authority shall use reasonable endeavours to provide the Services and Facilities. For the avoidance of doubt, time is not of the essence in the provision of the Services and Facilities, Film Clip Material and Stills.

12. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

12.1 The Producer shall not do (and warrants that in relation to the Contract he has not done) any of the following:

12.1.1 offer, give or agree to give to any Crown servant any gift or consideration of any kind as an inducement or reward for:

12.1.1.1 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

12.1.1.2 showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown;

12.1.2 enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made full particulars of any such commission and all the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

12.2 Any breach of this Clause or the commission of any offence under the Anti-Terrorism, Crime and Security Act 2001 and/or the Prevention of Corruption Acts 1889-1916 by the Producer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the

Producer) in relation to this or any other Contract with the Crown, shall entitle the Authority, without prejudice to any other rights or remedies of the Authority in general law:

- 12.2.1 to recover from the Producer the amount or value of any such gift, consideration or commission;
- 12.2.2 to terminate the Contract and recover from the Producer the amount of any loss resulting from the termination;
- 12.2.3 to recover from the Producer any other loss sustained in consequence of the Producer's breach of this Clause, whether or not the Contract has been terminated.

12.3 Recovery action taken against any member of the Authority shall be without prejudice to any recovery action taken against the Producer pursuant to this Clause 12.

13 INDEMNITY

13.1 The Producer hereby agrees:

13.1.1 that if any servant (which phrase shall include any member of HM Armed Forces), employee or agent of the Crown shall suffer sickness or personal injury (including injury resulting in death) caused by the Producer its employees, agents or contractors, the Producer will fully and effectively indemnify the Crown in respect of:

- 13.1.1.1 all sums payable to that servant, employee or agent or any dependant, relative or representative of his or hers by way of pension, gratuity or other compensation (other than retired pay, pension or gratuity to which the servant, employee or agent may be entitled by reason of the length of time for which he or she served as a servant, employee or agent of the Crown) or by way of pay and allowances payable to him or her during any period of absence from duty as a result of the sickness or injury,
- 13.1.1.2 the costs and expenses of any hospital or medical treatment afforded to him or her on account of such sickness or injury, including any medical care or repatriation costs, and
- 13.1.1.3 any funeral expenses incurred as a result of the death of the servant, employee or agent.

PROVIDED that if the Authority elects the indemnity under 13.1.1 above shall be deemed to be satisfied by the payment by the Producer to the Authority of a capital sum determined by the Government Actuary in consultation with the Producer.

13.1.2 That if any property of the Crown or of any servant, employee or agent of the Crown or any other property which, at the discretion of the Crown, falls to be replaced at the public expense, is lost or damaged and such loss or damage has been caused by the Producer, its employees, agents or contractors, the Producer will repay the Crown, as it may require, either the cost of replacement or repair, whichever is the less.

13.1.3 That the Producer will fully and effectively indemnify the Crown and any servant, employee or agent of the Crown against all liabilities, claims, actions, proceedings, demands or expenses which may be incurred by or made against the Crown or any servant, employee or agent of the Crown in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property caused by the Producer, its employees, agents or contractors.

13.1.4 That the Producer will indemnify the Crown against all payments made by the Crown of sums paid to its servants, employees or agents for the purpose of indemnifying them

against any such liabilities, claims, actions, proceedings, demands, costs, charges and expenses as are referred to in Clause 13.1.3 above.

13.1.5 Subject to Clause 13.2 below, that the Producer will not make against the Crown or any servant, employee or agent of the Crown or any member of a Visiting Force (as defined in the Visiting Forces Act 1952 or any Order made there under) or member of a civilian component of such Visiting Force any claim in respect of loss or damage to property from whatever cause sustained by the Producer (or by any person employed by the Producer or for whom the Producer is responsible) or by any other person by reason of or arising out of or in any way connected with the performance of this Contract.

13.1.6 That the Producer will indemnify the Authority against any costs, liabilities, claims, losses or damage arising as a consequence of any default of the Producer in the due and punctual performance of its obligations under this Contract or any wrongful, unlawful or negligent act or omission of the Producer or the Producer's employees, agents or contractors.

13.1.7 That the Producer will also indemnify the Authority in the manner set out in this Clause 13 against any costs, liabilities, claims, losses or damage arising out of the grant of a separate Premises Licence including but not limited to the use of the Premises by the Producer and any breach by the Producer of the terms of the Premises Licence.

13.2 Notwithstanding any other Clause to the contrary, nothing in this Contract shall in any way limit or exclude the Authority's liability for death or personal injury caused by the Authority's negligence or fraudulent misrepresentation and the Authority hereby indemnifies the Producer against any costs, liabilities, claims, losses or damage arising as a consequence of any default of the Authority in the due and punctual performance of its obligations under this Contract or any wrongful, unlawful or negligent act or omission of the Authority or the Authority's employees or agents.

14. THIRD PARTY CLAIMS

14.1 If any third party makes a claim against either Party in relation to any matter relating to this Contract, each Party agrees to provide full details to the other Party at the earliest opportunity and may not settle any matter without first consulting with the other.

15. CONTRIBUTOR'S RELEASE FORM

15.1 The Producer is responsible for taking all reasonable steps to ensure that only consenting individuals are filmed including the Authority's employees and agents. The Producer warrants to the Authority that it will not use any material in the Production to which any member of the UK Armed Forces or any Crown servant has contributed (whether by means of being interviewed, filmed or photographed or otherwise identified) unless such members and servants have assigned any rights in respect of such contribution to the Authority by means of prior completion of the Authority's Contributor Release Form. The Parties agree that a breach of this term will comprise a Material Breach of these Contract terms.

15.2 The Producer and appointed representative of the Authority (Project Officer or Unit PR Officer) shall request all members of the UK Armed Forces or Crown servants from whom signatures are requested to sign the Authority's Contributor Release Form at the time of filming. The Producer shall note that said members or servants are not obliged to sign the Contributor Release Form nor is the Authority obliged to procure the signature of such members or servants. A copy of the signed Contributor Release Form is to be retained by the Producer. The Authority's representative will retain the original until the completion of filming and then pass the document(s) to the relevant Authority Commercial Branch detailed at Appendix 1 for retention in the contract file.

15.3 Where the Authority has secured the assignment to it of a Contributor's rights in accordance with this Clause 15 then, subject to the terms of this Contract and in particular the Authority's consultative rights under Clause 4 the Authority hereby grants to the Producer the following rights

in respect of the contribution of each member or servant who completes the Contributor Release Form:

15.3.1 a non-exclusive licence for the full period of protection allowed in the Territory for the performances in the Production;

15.3.2 the right to exploit the performances as embodied within the Production in the Media;

15.3.3 the right to use the contributor's name and photographs and other images taken from the Film/Production solely for the publicity and advertising purposes in connection with the exploitation, sale, advertising and promotion of the Production;

15.3.4 the right to edit, copy, add to, take from, adapt or translate the performance as the Producer in their reasonable discretion sees fit as long as this does not misrepresent the individual.

15.4 The Authority hereby confirms that where it has secured the assignment to it of a Contributor's rights in accordance with this Clause 15 the Contributor has irrevocably waived the benefits of and agrees not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction.

16. INTENTIONALLY UNUSED

17. AMENDMENTS AND ALTERATIONS

17.1 The Contract may not be amended except by the written agreement of the duly authorised representatives of the Parties. For the Authority this shall be the Authority's Commercial Officer detailed in Appendix 1.

17.2. The written agreement of the Parties shall be obtained only by:

17.2.1 a serially numbered amendment being issued to the Producer by the Authority. The amendment shall come into force only when the Producer has despatched to the Authority an unqualified acceptance of the Authority's offer; or

17.2.2 the despatch by the Authority of a serially numbered amendment letter as an unqualified acceptance of an offer from the Producer.

17.3. Any purported amendment to the Contract which does not satisfy the terms of this Clause 17 shall be of no effect.

17.4. Where an amendment to Contract covering changed or additional Services involves a change in Contract Price, the Contract Price shall be agreed by the Parties prior to any authority to proceed being given by the Authority.

18. ASSIGNMENT

18.1 Save for expressly provided for elsewhere in the Contract neither Party shall assign, transfer, charge or make over this Contract or any of its rights or obligations without the prior written consent of the other Party.

19. NO PARTNERSHIP OR EMPLOYMENT

19.1 This Contract shall not be deemed to create any partnership or joint venture or employment relationship between the Parties.

20. FORCE MAJEURE

- 20.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing and the provisions of Clause 2.5 above, each Party shall use reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure
- 20.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this Clause 20 it shall immediately notify the other Party by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 14 days either Party may terminate the Contract with immediate effect by notice in writing.
- 20.3 Payment by the Producer for Services delivered by the Authority which are terminated early in accordance with this Clause shall be subject to the provisions of Clause 22 of these Contract terms.

21. TERMINATION

- 21.1 In addition to the other rights of termination under this Contract and any other rights and remedies at law and subject to the provisions of Clause 22 below, this Contract may be terminated with immediate effect upon the Producer receiving written notice from the Authority in the event that the Producer has breached this Contract or has defaulted in the following circumstances:
- 21.1.1 where the Producer has failed to account or make payments as required under this Contract and fails to rectify the position within 21 days of receipt of written notice from Authority of the same;
 - 21.1.2 where the Producer has committed a Material Breach of its obligations under this Contract, unless the Producer rectifies the breach, insofar as such is rectifiable within 21 days of receipt of written notice from the Authority;
 - 21.1.3 where the Producer goes into Administration; voluntary or involuntary liquidation;
 - 21.1.4 where the Producer is declared insolvent either in Insolvency Act proceedings or other legal proceedings;
 - 21.1.5 where an agreement with creditors has been reached by the Producer due to its failure or inability to pay its debts as they fall due; or
 - 21.1.6 where a receiver is appointed over the whole or part of the Producer's business.
 - 21.1.7 if the Producer undertakes any filming, photography or recording on the Authority's premises (including at the Facilities, and/or filming and/or interviewing of Authority personnel) upon which the Authority has not been consulted and/or which the Authority has not approved or in relation to which the Authority has objected in writing;
 - 21.1.8 if the Producer or any of its employees, agents and contractors breach(es) the terms relating to security and conduct of this Contract; or
 - 21.1.9 if the Producer has failed to notify the Authority within 1 calendar month of the date of this Contract of the expected date of the commencement of Principal Photography
- 21.2 Where either Party to the Contract is delayed in performing or prevented from performing any of its obligations by reason of the occurrence of a Force Majeure event the provisions of Clause 20 shall apply.
- 21.3 In the event that the provision of any of the Services and Facilities becomes impossible because of an Exigency of Service or is contrary to the best interest of the Authority or any of its employees or of national security, the Authority shall be entitled by notice in writing to the Producer to terminate

this Contract upon 7 days notice, provided that it has complied with its obligations to use its reasonable endeavours to continue to support the making of the Production by the provision of reasonably available alternative services and facilities comparable to the Services and Facilities and, in the opinion of the Authority, no such alternative services and facilities are available.

- 21.4 In the event that the Producer is prevented from using the Services and Facilities for the reasons described in Clause 2.5 this Contract will terminate with immediate effect, provided that the Authority has complied with its obligations to use its reasonable endeavours to continue to support the production of the Production by the provision of reasonably available alternative services and facilities comparable to the Services and Facilities and in the opinion of the Authority no such alternative services and facilities are available and the Authority has given the Producer written notice to this effect.
- 21.5 Where the Premises Licence entered into in accordance with Clause 2.3 above expires or is terminated or where the Authority has revoked the Premises Licence, this Contract will automatically terminate.

22. EFFECT OF TERMINATION

22.1 In the event of termination of this Contract:

- 22.1.1 The Producer shall pay to the Authority all and any sums as shall have become due on the date of termination to the extent that they have not previously been paid, including the sum representing the Services and Facilities provided by the Authority up to the date of termination.
- 22.1.2 The IP licence granted under Clause 3.2 shall cease save in relation to Production footage already broadcast
- 22.1.3 For the avoidance of doubt, the Premises Licence shall automatically terminate
- 22.1.4 Where the Contract has been terminated under Clauses 6.8, 21.1.2 and 21.1.7 the Producer warrants that it shall relinquish to the Authority all footage, including copies, which is subject to the provisions of those Clauses.
- 22.1.5 Any dispute arising out of the provisions of this Clause 22 shall be resolved in accordance with the terms of Clause 30 of this Contract.
- 22.1.6 Save where the provisions of 22.1.4 apply, the Authority's rights under Clause 4 in respect of consultation on 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 Production content.
- 22.1.7 Any remedy which either Party has against the other under this Contract or at law by reason of any breach of the terms of this Contract shall not be affected by termination

22.2 In addition to and subject to the other provisions of this Clause the following Clauses shall subsist beyond the termination of this Contract:

- 22.2.1. Clause 3 Intellectual Property;
- 22.2.2 Clause 13 Indemnity;
- 22.2.3 Clause 14 Third Party Claims
- 22.2.4 Clause 23 Insurance;
- 22.2.5 Clause 30 Dispute Resolution;

22.2.6 Clause 31 Disclosure of Information

22.2.7 Clause 32 Protection of Personal Data

23. INSURANCE

23.1 The Producer warrants that it has an insurance policy (the “Insurance Policy”) with an acceptable insurance office of at least £5,000,000 [in respect of any one incident and unlimited in total] to indemnify the Authority for all losses, claims, damages, liability, costs and expenses incurred during or as a result of the provision of the Services and Facilities under this Contract subject to and in accordance with the terms of the Indemnity at Clause 13 above. The Producer shall provide evidence of such an Insurance Policy upon request by the Authority.

23.2 In default of any of the provisions contained within this Clause 23 the Producer will not be provided with any access to any of the Services and Facilities and this Contract will automatically terminate.

24. WAIVER

24.1 A waiver by either Party of any term or condition of this Contract shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

24.2 If any provision of this Contract shall be adjudged by a court to be void or unenforceable such provision shall in no way affect any other provision of this Contract, the application of such provision in any other circumstance or the validity or enforceability of the rest of this Contract and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

25. NOTICES

25.1 Any notices required to be given under the provisions of this Contract shall be in writing in English and shall be deemed to have been duly served if hand delivered, posted or sent by facsimile/e-mail and any notice so given shall be deemed to have been served: (a) if hand delivered, at the time of delivery; (b) if posted, on the third day after posting and such communication shall be sent by registered or recorded delivery; (c) if sent by facsimile/e-mail upon confirmation of successful transmission.

25.2 Notices shall be sent to the relevant Authority and/or Producer Representatives at the addresses shown in Appendix 1 to this Contract.

26. HEADINGS AND FURTHER DOCUMENTS

26.1 The clause headings in this Contract are for the convenience of the parties only and shall not limit, govern or otherwise affect its interpretation in any way.

26.2 The parties hereto agree that upon the request of the other each will execute and deliver all such further documents as the other shall reasonably request to confirm and give effect to the intent and purpose of this Contract.

27. ENTIRE AGREEMENT

27.1 This Contract together with the documents referred to in this Contract and entered into under its terms constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes and invalidates all prior oral or written communications, understandings,

representations or warranties relating to the subject matter hereof. Each Party warrants to the other that it has not relied on any such communication, understanding, representation or warranty in entering into this Contract.

28. RIGHTS OF THIRD PARTIES

28.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

29. APPLICABLE LAW

29.1 This Contract shall be governed by and construed in accordance with the laws of England and Wales, unless Scots Law was elected on the Contract Acceptance in which case Scots Law shall apply.

29.2 Subject to Clause 30 below and without prejudice to the dispute resolution process set out in that Clause the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

30. DISPUTE RESOLUTION

30.1 The Parties will 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, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the Parties may agree.

30.2 Unless agreed otherwise between the Parties, in the event that the dispute or claim is not resolved by negotiation, or where the Parties have agreed to use an ADR procedure, (including but without limitation mediation), by the use of such procedure the dispute shall be referred to arbitration (except where the matter has been referred by the Authority to Ofcom). The arbitration shall be governed by the Arbitration Act 1996. The seat of the arbitration shall be England and Wales.

30.3 The party initiating the arbitration shall give a written Notice of Arbitration to the other Party. The Notice of Arbitration shall specifically state:

30.3.1 that the dispute is referred to arbitration; and

30.3.2 the particulars of the Contract out of or in relation to which the dispute arises.

30.4 Unless otherwise agreed in writing by the Parties, the arbitration shall be governed by the provisions of the Arbitration Act 1996.

30.5 It is agreed between the Parties that 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.

30.6 For the avoidance of doubt it is agreed between the parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

31. DISCLOSURE OF INFORMATION

31.1 Subject to Clauses 31.4, 31.5 and 31.6 each Party:

31.1.1 shall treat in confidence all Information it receives from the other;

- 31.1.2 shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Producer may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - 31.1.3 shall not use any of that Information otherwise than for the purpose of the Contract; and
 - 31.1.4 shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- 31.2 The Producer shall take all reasonable precautions necessary to ensure that all Information disclosed to the Producer by or on behalf of the Authority under or in connection with the Contract:
- 31.2.1 is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract; and where required to do so by the Authority to ensure that such employees and contractors are security cleared in accordance with the Authority's requirements; and
 - 31.2.2 is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.
- 31.3 The Producer shall ensure that his employees are aware of his arrangements for discharging the obligations within Clauses 31.1 and 31.2 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
- 31.4. Clauses 31.1 and 31.2 shall not apply to any Information to the extent that either Party:
- 31.4.1 exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - 31.4.2 has the right to use or disclose the Information in accordance with other conditions of the Contract; or
 - 31.4.3 can show:
 - 31.4.3.1 that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - 31.4.3.2 that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;
 - 31.4.3.3 that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
 - 31.4.3.4 from its records that the same information was derived independently of that received under or in connection with the Contract;
- provided the relationship to any other Information is not revealed.
- 31.5. Neither Party shall be in breach of this Clause 31 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall

ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Clause 31.

31.6. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (“the Act”) or the Environmental Information Regulations 2004 (“the Regulations”). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Producer of any decision to disclose the Information. The Producer acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Clause 31 shall affect the Producer’s rights at law.

31.7. Nothing in this Clause 31 shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

32. PROTECTION OF PERSONAL DATA (WHERE PERSONAL DATA IS NOT BEING PROCESSED ON BEHALF OF THE AUTHORITY)

32.1. In this Clause 32, the expressions “Data Controller” and “Personal Data” shall have the same meanings as in the Data Protection Act 1998 (“the Act”) in which they are defined in Clause 1 but used in lower case letters.

32.2. In the performance of the Contract, both Parties shall comply with their obligations as a Data Controller under the Act.

32.3. If the Contract is amended to add a requirement for the producer to process Personal Data on behalf of the Authority, a further Authority’s condition (Authority reference DEFCON 532B) shall be included in the Contract.

33. PRECEDENCE

33.1 In the event of any conflict, discrepancies, errors or omissions the following order of precedence shall apply:

- Annex D Special Terms and Conditions of Contract (where applicable)
- Standard Terms and Conditions of Contract
- Annex B Contract Price
- Annex A Service and Facilities to be Provided by the Authority
- Annex C Production Synopsis

33.2 Without prejudice to the generality of Clause 33.1 the Producer shall bring all apparent conflicts between the terms of this Contract that he may discover to the immediate attention of the Authority’s Commercial Branch which will give advice.

SERVICES AND FACILITIES TO BE PROVIDED BY THE AUTHORITY

The use of the following Services and Facilities will be provided by the Authority subject to the applicable provisions of the Contract between the Authority and the Producer to which this Annex is attached and the payment scale at Annex B:

1. Services & Facilities

Access to Junior Soldiers on the Short Course at the Army Foundation College (AFC) Harrogate and other MOD property between the period of 13th March and 11th August 2016 as agreed with the Project Manager subject to the following:-

Women in Ground Close Combat Review

This documentary is about the AFC and Phase 1 training now, it is not about the outcome of the *Women in Ground Close Combat Review*. Consequently, there should be no direct questioning of instructing staff or recruits about the *Women in Ground Close Combat Review* or females serving in Ground Close Combat roles within the Infantry or Royal Armoured Corps.

Use of Remotely Piloted Aerial System (RPAS)

Use of RPAS during filming will be permitted on the following conditions:

Each flight is to be approved in advanced by AFC Harrogate.

All flights must have approval from the Civil Aviation Authority (CAA), such approvals will be the responsibility of Burning Bright Productions to secure and must follow the guidance set out in the CAA's Unmanned Aircraft and Aircraft Systems at the following link

<https://www.caa.co.uk/default.aspx?catid=1995>

Pilots for the RPAS must be qualified and registered with the CAA.

Footage filmed out of contract and prior to enlistment

Footage filmed with potential soldiers prior to enlistment will be subject to the standard clearance processes detailed in Clause 4 of the contract.

Transport in MOD vehicles

Subject to the necessary approval

CONTRACT PRICE

For the Authority's provision of the Services and Facilities more properly described in Annex A of this Contract the Producer shall pay:

1. £300 for access to AFC Harrogate for the period 13th March – 11th August 2016 to film in accordance with Annex D.

2. Commercial Expolitation

Where the Producer plans to undertake activity under Clause 3.2 they shall inform the Commercial Team immediately, at such time an invoice for the appropriate fees for commercial exploitation shall become due.

APPENDIX 1

AUTHORISED REPRESENTATIVES OF THE PARTIES

For the purposes of this Contract the Authority Commercial Branch and the Authority Commercial Officer who will act as the authorised representative of the Authority shall be:

<u>Authority Project Officer</u> REDACTED	<u>Clients Representative</u> REDACTED
<u>Project Manager</u> REDACTED	
<u>Budget Manager</u> REDACTED	<u>Commercial Officer</u> REDACTED

PRODUCTION SYNOPSIS

Junior Soldiers

4 x 60 minutes for Channel 5

This documentary series will follow teenage recruits as they undergo an intensive 23-week course of military skills and education at AFC, Harrogate. The series will follow 19 Platoon as they transform from raw young civilians into well-drilled soldiers of the British Army.

Young recruits joining 19 Platoon arrive at AFC, Harrogate on March 13th 2016. Training lasts until 11th August, 2016 and includes two week-long breaks.

The Army Foundation College in Harrogate is the only purpose built military training facility in the UK for Under 18s. Each year, 1,000 recruits undergo this unique experience, and the series will show all the ups and downs of training and the pressures recruits must surmount in order to make it through. We'll show the entire range of the training, from the physical disciplines and weapons training, to the educational classroom based instruction.

Our key characters will be the junior soldiers themselves, 19 Platoon, made up of young men and women. Filming will focus on several recruits within 19 Platoon but monitor the progress of all recruits happy to be filmed. We will start to meet them in early March '16 and plan to shoot interviews with them before they arrive at AFC, Harrogate.

Staff at AFC Harrogate, who are responsible for day-to-day training and management of the recruits, will also play a central role in the series.

The first 6 weeks of the course is a steep learning curve for new recruits, most of whom have no experience of military life. There are several key stages within this period - fitness assessments, weapons handling, etc - that we would film. The recruits are then granted a weeks leave, and we'll film with them as they mentally process the first phase and come to terms with the rest of the course.

There will be several key stages throughout the rest of the course, including many training situations designed to allow the instructors to monitor the recruits' progress in all disciplines, such as Battle Camp at Kirkcudbright in July. At the end of their training, those recruits who have passed will attend their Graduation Parade, watched by a crowd of 3,000 friends and family.

PRODUCTION SYNOPSIS

Style and Tone

The style will be predominantly observational as we see the narrative of the training process unfold. This will be interspersed with regular short interview sections as the recruits and their trainers reflect on this process and their experience of it.

The series will be largely self-shot but we will use crews and multiple cameras for the “set piece” events such as Battle Camp and the Graduation Parade. Subject to security clearance we will also use drones to give aerial and geography shots of AFC, Harrogate.

Working and Filming with under 18s

The Producer recognizes and accepts that particular consideration should to be given to the consequences of 18s involved in the making or Broadcast of Television programmes and The Producer acknowledges that at all times during production and following transmission of the Production the Producer will give due regard to the physical and emotional welfare of the junior soldier contributors to the Production who are 16 or 17 (the “Minor Contributors”) and confirms that the Producer will take due care not to cause such Minor Contributors unnecessary distress or anxiety by their involvement in the Production or by the transmission of the Production.

During the Production the Producer will insure that the following principals of good practice apply.

- Treat Under 18s with care, respect and dignity
- Ensure communication with Under 18s is open and clear.
- Assess the risks to Under 18s of all our activities.
- Ensure Burning Bright staff avoid physical contact with Under 18s except for reasons of health and safety, or under supervision.

AFC(H) BURNING BRIGHT DOCUMENTARY - FILMING SCHEDULE

Ser (a)	Date (b)	Time (c)	Activity (d)	Location (e)	Responsible (f)	Remarks (g)
Pre Reception Day						
1	TBC	TBC	JS at Home	TBC	TBC	An opportunity to interview JS and parents at home prior to arriving at the College sharing excitement and apprehension.
Week 1 (6 Days)						
2	13-Mar		Reception	Gym	19 PI	All JS will arrive between 10-1300 TBC. JS will book in at their relevant Platoon table and complete any outstanding paperwork. Once complete they will wait to be briefed along with their parents by the CO. Upon finishing parents will say goodbye to the JS who will be escorted to the accommodation, parents will then be briefed by OC B. This process is repeated a number of times throughout the day. There will be various display stands and current JS on hand.
3	14-Mar		OC's Address	Theatre	OC B	OC will address the JS for the first time and introduce the key personalities within the Company and what he expects over the duration of the course.
4	14-Mar		Initial Dental/Medical	Medical Centre	19 PI	All JS will complete a medical and dental inspection to ensure they are fit enough to undertake the course. Some JS may fail or be deferred and be unable to continue.
5	15-Mar		First Haircut	Hairdresser	19 PI	JS will have a military style haircut to create uniformity across Company.
6	15-Mar		Locker Layout/Prepare Kit	PI Lines	19 PI	JS will be shown how to correctly lay out their locker, assemble their military kit and iron their uniform. This lesson forms the basis and will be developed upon throughout the first six weeks.
7	16-Mar		Command Task/Section Photograph	L&IT Area	19 PI	JS will undertake a number of command tasks allowing them to get to know each other within a fun yet challenging environment. Following this they will have a photograph within their Sections.
8	16-Mar		Wearing Mil Uniform	PI Lines	19 PI	Having been shown how to iron their uniform this will be the JS's first time wearing military uniform and making the necessary alterations.
9	17-Mar		Live Firing & Pyro Demo	25m Range	19 PI	Permanent Staff will showcase the various types of weapons and pyrotechnics the JS will encounter and use during the course. At this stage the JS will not fire.

10	19-Mar		Challenge Weekend	Various	19 PI	JS will travel to several local activity centres and conduct team building exercises for e.g. paintball, survival skills, orienteering. This takes place over 2 days.
Week 2 (4 Days)						
11	22-Mar		Lesson 2 Stripping/Basic Handling Drills	Mil Classroom	19 PI	Having been introduced to the rifle this is the first time the JS will hold the rifle and be taught how to strip/assemble the rifle and conduct the basic skills.
12	22-Mar		Initial Fitness Assessment	Gym	PTI	JS will conduct their first PFA (Personal Fitness Assessment) this includes a 1.5 mile run, a jerry can shuttle of up to 150m and numerous powerbag lifts up to 40kg. This is not pass/fail and acts as an indicator for their initial level of fitness. They will conduct this again later on in the course.
13	23-Mar		Pre Ex Kit Checks	TBC	19 PI	Prior to going on their first exercise their Permanent Staff will conduct a kit check to make sure they have all the required kit and it is packed in the desired way.
14	24-Mar		Ex FIRST FLIGHT	Ellington Banks (DTE)	19 PI	JS will spend their 24-36 hours in the field and learn basic fieldcraft such as how to cook rations, set up their harbour (patrol base), wash and administer themselves in the field etc.
15	27-Mar		Church Parade	Chapel	Padre	Easter Sunday. JS will attend church, they will do so a number of times throughout the course explaining the links between the Army and religion. There are options available to each faith.
Week 3 (3 Days)						
16	29-Mar		Drill Turnings at the Halt/Saluting	Parade Square	19 PI	Building upon the initial drill lessons introducing new movements in preparation for the drill test in Week 6.
17	30-Mar		Swimming Training	Pool	PTI	First swimming session for the JS, identify those who cannot swim and require remedial training. Gradual build up to the swim test later in the course.
18	01-Apr		Aerobic Development	Gym	PTI	Usually a squadded run over a set distance on road or trail.
Week 4 (3 Days)						
19	04-Apr		Weapon Handling Tests	Mil Classroom	19 PI	JS will conduct their Weapon Handling Test, this is a key test the JS must pass in order to be able to progress and fire live. Those who fail will be given remedial training and retested at a later time. Tests will be conducted 2 JS at time.
20	04-Apr		Drugs Presentation	Robertson Hall	TBC	An external agency will brief the JS on the harm drugs can cause and the Army's policy on drugs.

21	05-Apr		Ex LIONS RESOLVE	Catterick (DTE)	19 PI	Having learnt basic fieldcraft JS will progress onto patrol skills, target indication, personal camouflage and concealment etc. This is a 3 day exercise.
22	09-Apr		CBRN Respirator Confidence	RTF	19 PI	JS will enter the Respirator Testing Facility and conduct various drills to ensure their respirator (gas mask) is fit for purpose and they can conduct the basic procedures.
Week 5 (4 Days)						
23	11-Apr		LF1 Grouping at 25m	DCCT	19 PI	Having passed their Weapon Handling Test JS will first fire on an electronic indoor range before firing live for the first time to get used to the weapon system and the words of command used while conducting live firing.
24	12-Apr		Courage (Qualities of a British Soldier)	Chapel	Padre	JS will be introduced in the Values & Standards of the Army and given historical examples of where these have been upheld and where they have not. This remains an enduring thread throughout the course.
25	12-Apr		Law of Armed Conflict	MS Classroom	ETS	JS are briefed on the Law of Armed Conflict and its importance, how they must conduct themselves on the battlefield and what to do if they witness a breach of the rules.
26	12-Apr		Ex JUNIOR LONG REACH (Leadership & Initiative Training)	Yorkshire Dales	7 PI C Coy	Long Course. JS will undertake a demanding 72 hour exercise whereby they navigate themselves across the Yorkshire Dales completing command tasks as they go. This is conducted as a Section without Permanent Staff and against other teams from across the Company against the clock
27	13-Apr		Ex JUNIOR LONG REACH (Leadership & Initiative Training)	Yorkshire Dales	7 PI C Coy	
28	13-Apr		LF2 Grouping at 25m (Live Firing)	25m Range	19 PI	First time the JS will fire the rifle live.
29	16-Apr		Inter Coy Sports Comp	Gym	PTI	JS will compete in a number of sports (basketball, football, rugby, hockey etc.) against JS from other Platoons across the College. This will also go towards the inter Platoon competition awarded at the end of the course.
Week 6 (3 Days)						
30	18-Apr		Introduction to WW2	MS Classroom	ETS Dept	JS will be introduced to WW2 specifically the war in Europe to aid their wider knowledge but also in preparation for Ex LIONS SPIRIT where they visit various historic sites in Normandy.
31	18-Apr		Battle PT	Gym	PTI	Usually log/stretcher races, assault course, booted runs etc.
32	18-Apr		CO's Address	Robertson Hall	CO	CO will address both A & B Coy at the end of the initial phase of the course and in preparation for the Passing In Parade and subsequent leave.

33	21-Apr		Drill Test	Parade Square	RSM	JS will be required to prove they can conduct personal foot drill to required standard both individual and as a part of a Platoon. They will also be asked to answer a number of questions on the material they have learnt to date. This is a pass/fail test. Those who pass will be awarded their rank slide and those who do not will be required to retake the test at a later date.
34	22-Apr		Passing In Parade	Parade Square	RSM	JS will conduct a small parade in front of friends and family prior to departing on their first period of leave. Friends and family will also have a chance to meet the Permanent Staff.
Week 7 (LEAVE/1)						
35	25-Apr	TBC	JS at Home	TBC	TBC	Opportunity to visit the JS at home during leave and excitement/worry surround the next phase.
36	TBC		Duke of Edinburgh Sport & Skill Selection Night	Gym	F Coy	Long Course. JS will get a chance to see the various sports and skills on offer as part of the Duke of Edinburgh package and choose a number to take forward throughout the remainder of the course. Similar to a University Sports Fair.
Week 8 (2 Days)						
37	03-May		Multi Activity Week (Leadership & Initiative Training)	Various	19 PI	JS will travel to various locations and conduct a number of different adventure training disciplines e.g. climbing, hillwalking, kayaking, caving etc.
38	04-May		Multi Activity Week (Leadership & Initiative Training)	Various	19 PI	
39	03-May	TBC	Interviews (Discharge as of Right)	PI Lines	19 PI	Some JS may feel they wish to leave following a period of leave and embarking on the next part of the course. They will be interviewed by the Permanent Staff and other agencies in a bid to dispel their fears and retain them.
Week 9 (2 Days)						
40	10-May		Battle PT	Gym	PTI	Usually log/stretchers races, assault course, booted runs etc.
41	10-May		Introduction to D Day	MS Classroom	ETS Dept	JS will study various events surrounding D Day in preparation for visiting Normandy in Week 11.
42	11-May		Ex LIONS EYE	Catterick (DTE)	19 PI	JS will continue to develop their military skills and will conduct a series of tests throughout the exercise to clarify their level of competence. This is formative testing and will identify the need for remedial training prior to the summative testing exercise in Week 12.
Week 10 (2 Days)						
43	17-May		LF10 DCCT Establish POA	DCCT	19 PI	JS will progress onto more complex shoots and again practice on the indoor electronic range prior to conducting the shoots live.

44	20-May		Mallon Trophy Command Task Day	L&IT Area	19 PI	Each Section will undertake a number of command tasks against the clock, their overall scores will determine the Platoon score which will be carried forward for the Inter Platoon competition.
Week 11 (2 Days)						
45	24-May		Ex LIONS SPIRIT (Realities of War)	Normandy	ETS Dept	JS and PS travel to Normandy to visit various sites that were influential in the D Day invasion. They will be taught by a mixture of military staff and local historians. They will also visit a number of war graves and conduct a remembrance service.
46	25-May		Ex LIONS SPIRIT (Realities of War)	Normandy	ETS Dept	
Week 12 (2 Days)						
47	30-May		No2 Dress Fitting	SPV	19 PI	JS will be measured for their No2 dress uniform which they will wear at the Graduation parade.
48	01-Jun		Ex LIONS CLAW	Catterick (DTE)	19 PI	A summative testing exercise where all the fieldcraft skills JS have been taught to date will be formally tested to ensure they are at the correct level to progress. These are pass/fail tests, where JS fail they will be retested at a later date where possible.
Week 13 (4 Days)						
49	07-Jun		Personal Fitness Assessment	Gym	PTI	JS will conduct another PFA (Personal Fitness Assessment) of the course consisting of a 1.5 mile run, press ups and sit ups. This is not pass/fail but a means to chart progress.
50	07-Jun		Prisoner Handling Drills	Classroom	19 PI	Lesson building upon the Law of Armed Conflict. JS will be shown what is the correct procedure when dealing with prisoners e.g. searching, documenting etc. JS will then practice these techniques.
51	08-Jun		Battle PT	Gym	PTI	Usually log/stretcher races, assault course, booted runs etc.
52	09-Jun		Navigation Practical Exercise	Ripon Parks (DTE)	19 PI	JS will conduct a practical navigation exercise to ensure they are competent at map reading having had the theory lessons in the build up to this event. This is not pass/fail and aims to identify where further training is required.
53	10-Jun		Weighted March	Gym	19 PI	JS will conduct a squadded march over a set distance carrying various weight up to a max of 25kg, this is in preparation for their 6 mile output test during Battle Camp in Week 20.
54	10-Jun		Cap Badge Change Process	Coy HQ	B Coy	Some JS may be unhappy with their chosen role within the Army for a variety of a reasons. A number may request to change to a different Arm/Service. They will be interviewed by their PS outlining their case and should they be successful they will transfer. CO will decided on whether or not this serial is filmed prior to the event.
Week 14 (3 Days)						

55	13-Jun		LF14 Adv Application of Fire (Live Firing)	Strensall Ranges (DTE)	19 PI	Continuation of live firing with more advanced shoots in preparation for the Combat Marksmanship Test in Week 17.
56	15-Jun		Battle PT	Gym	PTI	Usually log/stretchers races, assault course, booted runs etc.
57	16-Jun		Introduction to IEDs	Classroom	19 PI	JS are introduced to IEDs, their components, capabilities and how to identify/counter the threat. A mixture of a practical and theory lesson with relevance to contemporary operations.
Week 15 (LEAVE/2)						
58	21-Jun	TBC	JS at Home	TBC	TBC	Opportunity to visit the JS at home during leave and excitement/worry surround the next phase.
59	22-Jun		Ex NORTHERN PADDLE (Adventure Training)	Scotland	19 PI	A number of JS led by Lt Cork will travel to Scotland with the aim of paddling the length of the Great Glens in kayaks, a testing exercise.
Week 16 (4 Days)						
60	27-Jun	TBC	Interviews (Discharge as of Right)	PI Lines	19 PI	Some JS may feel they wish to leave following a period of leave and embarking on the next part of the course. They will be interviewed by the Permanent Staff and other agencies in a bid to dispel their fears and retain them.
61	27-Jun		No2 Dress Issue	SPV	19 PI	Having been measured previously JS will be issued with their No2 dress ready for Graduation, any final amendments will be made during this time.
62	27-Jun		Strength & Conditioning	Gym	PTI	Usually a circuit or weights session designed to improve their core and upper body strength.
63	28-Jun		Drill 16 Arms Drill	Parade Square	19 PI	JS will be introduced to conducting drill with a rifle in preparation for the Graduation Parade.
64	28-Jun		Weighted March	Gym	PTI	JS will conduct a squadded march over a set distance carrying various weight up to a max of 25kg, this is in preparation for their 6 mile output test during Battle Camp in Week 20.
65	29-Jun		Phase 2 Visits	Various	19 PI	JS will travel to their various Phase 2 locations to meet the staff who will potentially train them and get a feel for their surroundings after Graduation.
66	30-Jun		Phase 2 Visits	Various	19 PI	This is usually a 2-3 day trip and JS are accompanied by PS.
Week 17 (4 Days)						
67	04-Jul		Combat Marksmanship Test (Live Firing)	Strensall Ranges (DTE)	19 PI	JS will undertake the Combat Marksmanship Test, they will be required to meet the required standard or be retested at a later date, results from this will be carried forward for the awarding of marksmanship badges and the best shot within the intake.
68	04-Jul		Night Firing (Live Firing)	Strensall Ranges (DTE)	19 PI	JS will fire live at night for the first time, this is to get used to the rifle's sight system at night.
69	05-Jul		CBRN Assessment	Strensall Ranges (DTE)	19 PI	JS will be required to pass this test to prove they are capable of operating in a CBRN environment. The test consists of a number of scenarios including eating and drinking, decontamination and getting dressed etc.

70	05-Jul		TACEX 3	Otterburn (DTE)	19 PI	Final exercise the JS will conduct during the course, a culmination of all the skills they have learnt put into practice over a challenging week, the longest they have spent in the field in arduous conditions.
71	06-Jul		TACEX 3	Otterburn (DTE)	19 PI	
72	09-Jul		Mallon Trophy Cross Country	Gym	PTI	
Week 18 (1 Day)						
73	12-Jul		Battle Camp	Kirkcudbright (DTE)	7 PI C Coy	Following their final blank firing exercise JS will conduct a number of live ranges including bayonet close quarter battle. During Battle Camp they will also complete a 6 mile weighted march they must. In addition an Inter Platoon speed march followed by a shooting competition which will help determine the winners of the competition.
74	13-Jul		Battle Camp	Kirkcudbright (DTE)	7 PI C Coy	
75	13-Jul		Functional Skills Development	VE Classrooms	VE Staff	JS will continue to develop their maths/English/ICT in preparation for their exams prior to Graduation.
76	13-Jul		Mallon Trophy Swimming Gala	Pool	PTI	Each Platoon will submit a team to compete in a swimming gala, results are based on the overall final position and are carried forward for the Inter Platoon Competition.
77	13-Jul		First Aid Assessment	Classroom	19 PI	JS will be tested on the various aspects of first aid they have learnt e.g. BLS, triage, coping with battle shock etc.
Week 19 (2 Days)						
78	19-Jul		TACEX	Otterburn (DTE)	19 PI	Final exercise the JS will conduct during the course, a culmination of all the skills they have learnt put into practice over a challenging week, the longest they have spent in the field in arduous conditions.
79	20-Jul		TACEX	Otterburn (DTE)	19 PI	
Week 20 (2 Days)						
80	26-Jul		Battle Camp	Kirkcudbright (DTE)	19 PI	Following their final blank firing exercise JS will conduct a number of live ranges including bayonet close quarter battle. During Battle Camp they will also complete a 6 mile weighted march they must. In addition an Inter Platoon speed march followed by a shooting competition which will help determine the winners of the competition.
81	27-Jul		Battle Camp	Kirkcudbright (DTE)	19 PI	
Week 21 (4 Days)						
82	02-Aug		Introduction to Stress	Classroom	19 PI	First Aid Lesson introducing Battle Shock and Post Traumatic Stress, ways to identify and treat.
83	02-Aug		Battle PT	Playing Fields	PTI	Usually log/stretchers races, assault course, booted runs etc.
84	03-Aug		Mallon Trophy Mil Knowledge Test	Classroom	19 PI	JS will undertake a written test on all of the military subjects they have been taught during the course with the results going towards the inter Platoon competition.

85	04-Aug		Boxing Night	Gym	RSM	Boxers from all Companies within the College will compete. The night is attended by various senior officers, local dignitaries and sports personalities.
86	04-Aug		Final Fitness Assessment	Gym	19 PI	JS will conduct their final PFA (Personal Fitness Assessment) of the course consisting of a 1.5 mile run, press ups and sit ups.
87	06-Aug		Drill Practice	Parade Square	RSM	JS will continue to hone their drill in the build up to Graduation.
Week 22 (3 Days)						
88	09-Aug		RSM's Rehearsal	Parade Square	RSM	JS will conduct a full dress rehearsal in preparation for Graduation.
89	10-Aug		College Photograph	Parade Square	RSM	The entire College c.1500 pax will form up for a photograph prior to Graduation.
90	11-Aug		Graduation Parade	Parade Square	RSM	A, B, C & P Coy will Graduate c. 700 JS on parade in front of friends and family c. 3000 usually attended by a senior officer and various other VIPs. Following the parade JS will depart for leave with their families prior to beginning Phase 2 in the following weeks.