



# Ministry of Defence

Ministry of Defence  
Main Building  
Whitehall  
London SW1A 2HB  
United Kingdom

Ref: FOI2020/08706

Telephone: 020 7218 9000

E-mail: [DDC-  
SecretariatParliamentary@mod.gov.uk](mailto:DDC-SecretariatParliamentary@mod.gov.uk)

E-mail: [REDACTED]

10 August 2020

Dear [REDACTED]

Thank you for your E-mail of 27 July requesting the following information:

*“Please provide the PR assessment conducted for the Wonder Woman project, on which the film-makers requested to film at RAF Halton and RAF Upper Heyford.½ Please provide any available documentation on the 'scoping' part of the process for Wonder Woman, which is mandated by the directive and therefore must have been done.½*

*I also note while reviewing the previously-released documents on Wonder Woman that the film-makers signed a license agreement of some kind to allow them to film at RAF Halton and RAF Upper Heyford, but no copy of the Film Licence or Licenses were provided in this prior release.½ I therefore also ask that a copy of any such Film Licence(s) be provided to me.*

*I also note from Part 2 of the JSP that 'where contract/licence action is required a Project Proforma (sometimes known as a Project Implementation Document (PID)) completed' but this PID was not provided to me in response to my prior request on Wonder Woman, and therefore I ask that a copy of this PID be provided.½ Since the document can apparently be updated as the project progresses, I ask that all iterations/versions of this PID be provided.½*

*I also note from Part 2 of the JSP that there is a reference to the Defence Communications Planner - while I am not requesting a copy of this (yet) I do ask for clarification on what this is.½*

The Directorate of Defence Communications (DDC) is responding to your request as the main communications area within the MOD. Air Command have also provided information for the response as they dealt with your previous FOI requests on the Wonder Woman project in 2017.

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA). I can confirm that the Ministry of Defence (MOD) does hold some information within the scope of your request.

This request is a clarification of your previous FOI reference FOI2020/06499.

I will answer each of your questions in turn.

A search has been undertaken for any recorded information falling within scope of a PR assessment for Wonder Woman, but I can confirm that no information is held for this part of your request.

The Film Licence requested is attached. Parts of it have been redacted as some of the information falls within the scope of the qualified exemptions provided for at Section 40, personal data and also Section 43 Commercial Interests and therefore has been withheld.

Section 40 is an absolute exemption which does not require us to undertake a public interest test.

Section 43 is a qualified exemptions and is subject to the public interest testing which means that the information requested can be withheld if the public interest in doing so outweighs the public interest in disclosure.

Section 43 (2) has been applied to the information withheld because film companies may be discouraged from participating in a scheme if they felt it could result in the disclosure of information relating to their general business. In addition the confidentiality of the payments for licenses serves to protect a legitimate economic interest. Whilst there is clear public interest in the transparency of releasing this information as it would allow the public to understand who our commercial partners are, the balance of the public interest lies in withholding the information.

For these reasons we have set the level of prejudice against release of the exempted information at the higher level of "would" rather than the lower level of "would be likely to".

Regarding your request for the Project Proforma or Project Implementation Document (PID) this has already been provided to you in the response you received reference FOI 2017/07745. The emails and documents attached to the letter are considered to be all the records pertaining to the project. There is no set format or specific document called a Project Proforma or a PID. I have also attached the previous FOI for reference.

Information regarding the Defence Communications Planner has been provided to you in the response to your FOI request reference FOI2020/08708.

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 us in the first instance at the address above. 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, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail [CIO-FOI-IR@mod.uk](mailto: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 normally 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, <http://www.ico.org.uk>.

Yours sincerely,

DDC Secretariat Parliamentary.

**LICENCE TO USE AIRFIELD AND HANGERS AT ROYAL AIR FORCE HALTON  
FOR FILMING OF FEATURE FILM "NIGHTINGALE"**

The Secretary of State for Defence (hereinafter called "the Authority") agrees to grant to Sloane Square Films Limited (hereinafter called "the Company") whose registered office is at Warner House, 98 Theobalds Road, London, WC1X 8WB a non-exclusive Licence:

- a. to enter Hanger 4 and other areas as agreed (being part of RAF Halton) situate at Aylesbury in the County of Buckinghamshire (hereinafter called "the Premises") and film (both still and moving images) the interior and exterior of the Premises (hereinafter called "the Principal Photography") on Wednesday 27 January 2016 and Monday 22 February to Saturday 27 February 2016 or on any other days and times as may be agreed in advance with the Officer Commanding, RAF Halton
- b. to use such filmed material solely for the purposes of the feature film "Nightingale" (hereinafter called "the Production")
- c. to authorise any person participating in or otherwise concerned with the Principal Photography or attending as invitees of the Company to have access to the Premises with motor and other vehicles (other than tractors or vehicles exceeding [2] tons in load capacity)
- d. to erect temporary fences barriers signs and notices on the Premises of such type and in such positions as may be previously approved by the Authority and in a manner approved by him
- e. to have access to the Premises on 06 January 2016 to 26 January 2016 and 08 February 2016 to 21 February 2016 for the purpose of making preparations for the Principal Photography and 28 February 2016 to 05 March 2016 for the purpose of duly discharging the Company's obligations under paragraph 4(13) hereof upon the following terms and conditions:-
  1. 
  2. This Licence does not constitute the grant of a tenancy and does not confer on the Company the right to exclude the Authority or any other authorised person

from the Premises and the uninterrupted use of the Premises cannot be guaranteed.

3.
  - (1) Access to the Premises shall be only by the routes notified to you by the Commanding Officer of the Premises or such other authorised person as the Authority may elect (hereinafter called "the said Officer") and the Company will be responsible for ensuring that all persons attending or otherwise concerned with the Principal Photography use such routes and do not trespass into adjoining parts of the said RAF Halton
  - (2) Cars used by persons attending or otherwise concerned with the Principal Photography may be parked at owner's risk in such part of the Premises as may be notified to the Company by the said Officer and not elsewhere
  - (3) The said Officer may refuse admission to the Premises or remove therefrom any person without stating any reason therefor
  - (4) Invitees of the Company attending the Principal Photography may use such parts as may be notified to the Producer by the said Officer and not elsewhere
4. The Company shall:
  - (1) ensure that the Premises are not used by the Company for any purpose whatsoever other than for the purpose of the Principal Photography as aforesaid including preparations for the Principal Photography and the discharge of its obligations under paragraph 4(13) hereof
  - (2) ensure that the Principal Photography is conducted in a proper and orderly manner and that no disorderly person is permitted to be or remain on the Premises and that no animal is brought on or allowed to remain on the Premises
  - (3) give full written particulars to the said Officer of the detailed arrangements for the Principal Photography 7 days prior to the date upon which the Company requires access to the Premises and at all times during this Licence comply and ensure that all persons using the Premises comply with any directions affecting the Premises or the use of the Premises which may be given by the Authority, the said Officer or any other authorised person and in particular with any Ministry of Defence byelaws regulations instructions or standing orders in force at the Premises, notice of which has been given to the Company
  - (4) ensure that unless the previous written consent of the said Officer is obtained and then only in accordance with any conditions he may impose no hole or pit is dug in or at the premises and that no tents kiosks stalls or erections are constructed or placed thereon and that no poster or advertisement is erected or exhibited thereon
  - (5) employ sufficient marshals and stewards to ensure that any persons attending or concerned with the Principal Photography do not trespass outside the areas in respect of which permission is granted hereunder and ensure that no members of the general public are admitted to the Principal Photography

- (6) take all reasonable measures (including precautions to minimise the risk of fire and the provision of equipment to deal with outbreaks of fire and facilities for first aid) according to the best practice in activities of a similar nature to secure the safety of all persons attending or otherwise concerned with the Principal Photography
- (7) ensure that the provisions of any Sunday Observance Acts for the time being in force are not contravened and that no inconvenience or annoyance by noise or exhaust fumes or otherwise are caused as a result of the exercise of any rights hereunder to the owners or occupiers of adjoining or neighbouring property
- (8) give all necessary notices and obtain all necessary licences and consents required by statute or byelaw in respect of the exercise of any right hereunder
- (9) ensure that no one tampers with any gas electricity or water installation and that unless the said Officer has given his previous written consent that no alteration whatsoever is made to the Premises and that no appliance or apparatus is connected to the existing electrical system
- (10) comply with and secure compliance of all persons attending or otherwise concerned with the Principal Photography with all statutory provisions relevant thereto and with the conditions of any such licences and consents as are referred to in paragraph 4(8) hereof
- (11) provide for the use of persons attending the Principal Photography temporary toilet facilities to the satisfaction of the said Officer and at such points on the premises as he may approve
- (12) not permit the sale or consumption on the Premises of intoxicating liquor and drugs or other substances controlled under statute
- (13) unless otherwise agreed by the said Officer in writing on or before the termination of this Licence fill in any holes or pits dug on the Premises with such consent as aforesaid and restore the surface of the Premises so far as is practicable to the condition in which it was immediately before the grant of this Licence to the satisfaction of the said Officer and remove from the Premises all litter and anything brought or placed thereon by the Company or by any other person (other than a person acting on behalf of the Authority) and leave the same in a tidy condition

5. IN CONSIDERATION of the Authority agreeing to provide the Premises the Company hereby agrees:

(1) a. 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 Company, its employees, agents, invitees or contractors, the Company will fully and effectively indemnify the Crown in respect of:

(i) 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,

(ii) 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

(iii) 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 (i) above shall be deemed to be satisfied by the payment by the Company to the Authority of a capital sum determined by the Government Actuary in consultation with the Company

b. 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 Company, its employees, agents, invitees or contractors, the Company will repay the Crown, as it may require, either the cost of replacement or repair, whichever is the less

c. That the Company will fully and effectively indemnify the Crown and any servant, employee or agent of the Crown against all liabilities, claims, actions, proceedings, demands, costs, charges 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 Company, its employees, agents, invitees or contractors

d. That the Company 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 sub-paragraph 'c' above

e. To effect with an insurance company or companies a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings herein and contained in the sum of at least £10,000,000 (Ten Million Pounds) in respect of any one incident unlimited in total, and to ensure that the said policy or policies are endorsed as follows:

'It is hereby declared and agreed that notwithstanding anything contained in this policy or in any memorandum, condition or schedule attached to or forming part of this policy, this policy covers all the sums within the total sum assured which the insured shall become liable to pay under an undertaking to the Crown a copy of which undertaking is set out at the foot hereof provided always that nothing in this paragraph shall be construed as limiting or affecting in any way the Company's liability under any of the said indemnities or undertakings.

f. To assign to the Crown all sums hereafter to become due under the said policy or policies and to ensure that the interest of the Crown therein is duly noted by the insurer or insurers

g. To duly pay the premium or premiums payable in respect of the said policy or policies and to produce the policy or policies and receipt or receipts for the premiums for inspection to the said Officer whenever so required by or on behalf of the Authority

h. Subject to sub-paragraph (2) below, that the Company will not make against the Crown, the Authority 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 thereunder) 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 Company (or by any person employed by the Company or for whom the Company is responsible) or by any other person by reason of or arising out of or in any way connected with the exercise of any rights or performance of any obligations under this Licence.

(2) This indemnity will not apply to such liabilities, losses, claims, costs or damage which have been established to have been due to the negligence of the Authority.

6. This Licence is granted and shall also be subject to the special conditions set out in the accompanying Schedule.
7. This Licence is personal to the Company and the Company shall not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder
8. The Authority may (without prejudice to his rights and remedies in respect of anything previously done or suffered) revoke the Licence hereby granted at any time by giving to the Company 48 hour's previous notice in writing and in the

event of this Licence being revoked before the Premises have been used for the purpose hereby authorised and also in the event of the Company being unable to obtain the licences and consents referred to in paragraph 4(8) hereof the Authority will repay to the Company any sum already paid pursuant to the terms of paragraph 1 hereof but the Company shall have no further claim whatsoever against the Authority in respect of the revocation of the Licence.

9. A person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act
10. The terms of this Licence shall be governed by and construed in accordance with the laws of England and Wales and subject to paragraphs 11 to 13 below the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
11. The parties shall attempt to resolve any dispute or claim arising out of or relating to this Licence through negotiations between the respective representatives of the parties, who have authority to settle the same, which attempts may include the use of Alternative Dispute Resolution (ADR) procedure.
12. In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration. The arbitration shall be governed by the arbitration Act 1996. The seat of the arbitration shall be England and Wales.
13. For the avoidance of doubt it is agreed between the parties that 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.
14. The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. The Company is therefore requested to confirm its acceptance of these conditions by returning this letter to me with the endorsement of the foot hereof duly signed as soon as possible. The Licence hereby granted is conditional upon the Authority receiving this letter signed by a proper officer of the Company and the payments at paragraphs 1 and 4(14) & (15) hereof before the date the Company first requires access to the Premises. If the signed copy of this letter together with the payments is not received by that date this Licence will automatically terminate.

[REDACTED]  
on behalf of the Secretary of State for Defence  
[REDACTED]

To:

[REDACTED]  
Sloane Square Films Ltd  
Warner House  
98 Theobalds Road  
London  
WC1X 8WB

**ENDORSEMENT**

I [REDACTED] .....

on my own behalf and on behalf of the Company by whom I am duly authorised hereby  
accept the terms and conditions set out in the above letter.

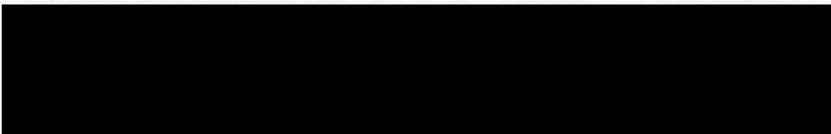
Dated this 6th ..... day of January 2016 ..... 2015

Signed [REDACTED] .....

**THE SCHEDULE**  
**(Special Conditions)**

1. Only employees of and other persons duly authorised by the Company shall be entitled to enter into/onto the Premises pursuant to the permission hereby granted. Such persons shall carry and produce at the said Officers request accreditation and/or identification, the form of which shall be agreed between the parties before the Production.
2. The Company shall agree in good faith with the said Officer prior to commencement of Principal Photography those areas on or in the Premises that will be filmed/recorded. The Company will not film or record in any way within or at any parts of the Premises denied access by the said Officer for security, operational or safety reasons (hereinafter called "the Restricted Areas"). The Company hereby agrees that if any material is shot or recorded of the Restricted Areas inadvertently, erroneously or otherwise, such recordings will not under any circumstances be broadcast and will be delivered up to the said Officer at the conclusion of the final editing of the Production.
3. Unless previously agreed in writing with the said Officer, the Company shall only represent the Premises as \*, and not as any other or fictitious property.
4. (1) All rights, title and interest in and to the filmed material, all filmed scenes and stills photographs and all other material created pursuant to this Licence by the Company and/or incorporating any part of the Premises but not incorporating any trade marks, logos, badges, crests, registered designs, design rights and images controlled or owned by the Authority shall be the sole, irrevocable and exclusive property of the Company and the Company shall have the right in perpetuity to use (or not to use) the filmed material, photographs and other material but the Company shall only be permitted to use the same in accordance with the use to be made of the Premises as referred to for the purpose of the Production and as explained by the Company to the Authority in accordance with Paragraph 5 below. The Authority irrevocably grants to the Company and the Company's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Premises, to alter such duplicates and re-creations, and to use such duplicates and re-creations and any recordings made of such duplicates and re-duplicates in any media and/or manner now known or hereafter devised in connection with the Production or otherwise, including without limitation any sequel(s) thereto, merchandising, commercial tie-ins, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.  
  
(2) Subject to the Company having no right to make separate use of or exploit the Authority's trade marks, logos, badges, crests, registered designs, design rights and images the Company shall have the irrevocable right in perpetuity to

exploit and exhibit the Principal Photography and all other material in connection with the distribution, promotion, publicity and any other exploitation of the Production including any merchandising in respect thereof with or without the scenes photographed at the Premises in any media whether now known or hereafter devised in perpetuity without further restriction.

5. The Producer acknowledges that it has explained to the said Officer the scenes/content which are to be shot in or about the Premises and by the signatures to this Licence, the Authority confirms and agrees consent to the filming of the scenes/content and the Company agrees that it will film no other scenes/content.
6. The Company shall be entitled by prior agreement with the said Officer to bring onto the Premises such equipment as shall be reasonably necessary to enable the Company to carry out the filming permitted by this Licence. The Company shall comply with all instructions of the said Officer regarding such equipment.
7. Any structural or decorative alterations that the Company requires to be made to the Premises shall not be made without the prior written consent of the said Officer. Any parts of the Premises that are altered shall be properly reinstated to the condition they were in prior to the Company's alteration and filming unless otherwise agreed in writing.
8. For the avoidance of doubt, this Licence gives no right to the Company to record, film or photograph any activity that may be taking place in, on or over the Premises other than that which may be expressly covered by this Licence.
9. 
10. The Company shall have the right to assign and/or licence all (but not some) of its rights under this Licence but shall remain primarily responsible for the obligations to the Authority under this Licence.
11. The Company agrees to procure that its employees, agents, invitees and/or contractors fully comply with all rules, regulations and requirements pertaining to civilian personnel as may be in force at the Premises and with all other instructions given by the said Officer.
12. The Company further acknowledges that the said Officer has the right on issues of security, conduct and/or safety to deny access to, expel, land ashore or otherwise remove any person who is considered in the view of the said Officer a threat to the security or safety of the relevant Premises or has failed to comply with any rules, regulations, requirements or instructions pursuant to paragraph 11 above.
13. The Company acknowledges that its employees, agents, invitees and/or contractors will not be permitted access to the Restricted Areas under any circumstances. Any employee, agent, invitee or contractor of the Company found

in a Restricted Area will be immediately removed and will be denied further access to all and any of the Authority's premises.

14. The Company undertakes not to edit or use the film footage and any negatives thereof in any way which is likely to bring the Authority into disrepute or which is knowingly derogatory or defamatory or offensive in manner to or of the Authority or any person, organisation or other entity.
15. The Company shall not claim or in any way imply that the Company or its products are endorsed by the Authority. Where the film footage is to be used in connection with the marketing of a product or company, the film footage shall not be used in a manner that directly links the Authority's images by words or otherwise to the products or company but shall only be used in a manner that illustrates the product or company. Where the Company supplies the Authority with products depicted in the images, a factual statement may be made to this effect.