



Ministry of Defence

Our Ref: FOI2024/07986

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

Telephone [MOD]: 020 7218 9000

E-mail: DDC-SecretariatParliamentary@mod.gov.uk

E-mail: [REDACTED]

7 June 2024

Dear [REDACTED]

Thank you for your e-mail of 14 May 2024 requesting the following information:

"I want to revise my request and exclude question three (the internal correspondence) from my original request.

The following requests shall remain: "the contract signed between the MoD and the production company," "the MoD's documentary exploitation analysis," and "the Project Initiation Document."

Original Request

Channel 4 has recently published a short documentary series, 'Evacuation' (2023), detailing the trials and tribulations of the British Campaign to evacuate Kabul, Afghanistan.

Please provide the following:

- the contract signed between the MoD and the production company*
- the MoD's documentary exploitation analysis*
- any internal correspondence relating to the TV show*
- the Project Initiation Document".*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA). I can confirm that Ministry of Defence (MOD) holds information within scope of your request. The documents applicable to your request are attached with this response via email.

I can advise that some of the information in scope of your request falls entirely within the scope of the exemption provided for at Sections 40 (Personal Data) of the FOIA and has been redacted. Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 2018. Section 40(2) requires the Department to conduct a balancing exercise, this exercise involves balancing the rights and interests of individuals against the legitimate interests in disclosure, this is not the same as carrying out the public interest test associated with certain exemptions in FOIA. The balancing exercise is carried out in order to decide whether the absolute exemption in

section 40(2) is engaged. In particular, there is no assumption of disclosure in the legitimate interests test, as there is with qualified exemptions. The outcome of the balancing exercise lay in withholding the third-party personal data identified in the attached information.

Section 26(1) (Defence) of the FOI Act has also been applied to elements of the Ministerial Submission. Section 26 is a qualified exemption and is subject to public interest testing which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure. Section 26(1)(a) and (b) has been applied to these sections because although release of the information would demonstrate commitment to transparency, releasing information allows for the likelihood that this information could prejudice the capability, effectiveness of the Armed Forces operations in the future. On balance, the public interest favours maintaining the exemptions and withholding the information you have requested as detailed above.

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, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.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 www.ico.org.uk

Yours sincerely,
DDC Secretariat Parliamentary



Ministry
of Defence

████████████████████
 Army Commercial,
 Army Headquarters, Blenheim Building,
 Marlborough Lines, Monxton Road, Andover,
 SP11 8HT.

Skype Audio Preferred Contact ██████████

E-mail: ██████████

Our Ref: IG/10038

Date: 12th May 2022

Attn: ██████████
 Managing Director

OFFER LETTER

Dear ██████████

OFFER OF CONTRACT NO IG/10038 VERSION 2 – THE PROVISION OF PRODUCTION SERVICES AND FACILITIES FOR A DOCUMENTARY ENTITLED ‘EVACUATION (working title)’

1. On behalf of the Ministry of Defence (the **Authority**), I am pleased to enclose the contractual document (the **Contract**) which includes the terms and conditions for the provision of production services as specified in the Contract (the **Services**). The provisions of the Contract supersede all previous discussions with you. Should you wish to accept the offer of Services (the **Offer**) please complete and sign the Contract at Enclosure 1 and return it to these offices at the above address either by post or attached to an email that contains a signed and scanned copy of the whole Contract. Upon receipt, the Authority will sign the Contract at which point it will be deemed to be fully executed and such date will be the defined commencement date.
2. Be advised these are the standard terms to which the MOD is willing to allow you to film MOD personnel and military property. Such terms have been carefully drafted to protect the interests of the MOD but are also designed to give you certain rights of exploitation. As such, we inform you that this contract is not open to general negotiation.
3. Notwithstanding the above, if you do have a material/ fundamental issue with any provision in our contract, we may be willing to consider that at our absolute discretion where you outline that concern in writing to us. This does not however mean we are willing to consider general changes to our contract, and should we receive a materially altered contract or requests for significant changes, we reserve the right to either simply reject the filming request or, alternatively, may seek a financial contribution from you for obtaining an external legal review of your proposed changes as a precondition to further consideration of the filming request.
4. In signing the Contract you acknowledge receipt and unconditionally accept the Offer in accordance with the Contract. You further accept that any other terms and conditions or any general reservations that may be printed on any of your correspondence in connection with the provision of the Services shall not have any force or effect.
5. This Offer does not set a precedent for future contracts and shall remain open for unqualified acceptance until **1100hrs on Friday 20th May 2022**.
6. Following acceptance of the Offer and the return of the Contract, if you have any queries regarding the Services, please contact the Project Officer whose details are provided at Schedule 3 to the Contract.
7. In accordance with the Authority's commercial policy and to allow the Authority to proceed with the Contract, please can you also complete, sign and return the Statement of Good Standing attached to this document at Enclosure 2.

Yours sincerely

██████████
 Commercial Officer
 On behalf of the Secretary of State for Defence

Enclosures:

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

Distribution:

██████████ – Project Manager

v.1.2 Aug 2021
 12th May 2022

OFFER LETTER

MINISTRY OF DEFENCE CONTRACT FOR PRODUCTION SERVICES

Contract Ref Number: IG/10038 V2 dated 12th May 2022 BETWEEN

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

(2) **WONDERHOOD LIMITED T/A WONDERHOOD STUDIOS** a company incorporated and registered in England & Wales with company number 11015968 whose registered office is 10 Orange Street, Haymarket, London, United Kingdom, WC2H 7DQ (the **Client**),

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

WHEREAS

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

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

IT IS HEREBY AGREED**1. DEFINITIONS AND INTERPRETATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Media" means Primary Media and Secondary Media.

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

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

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

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

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

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

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

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

“Production” means a series of television programmes to include any trailers, documentaries, making of films, DVD extras, or other productions based on the series of television programmes and audio-visual material connected with advertising, promotion and title of the series of television programmes produced by the Client, provisionally entitled ‘Evacuation’, and in line with the Statement of Editorial Intent

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

“Representative” means any of the Client’s employees, directors, agents or subcontractors.

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

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

“Scripts” means all draft and final scripts prepared by the Client based on the Production Synopsis (if applicable).

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

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

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

“Term” has the meaning as described in Clause 2.1.

“Territory” means the World.

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

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

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

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

1.3. Any decision, act or other thing that the Authority is required or authorised to take or do under this Contract shall only be taken or done by the person (or their nominated deputy) authorised in Schedule 3 to take or do that decision, act, or other thing on behalf of the Authority.

2. BASIS OF CONTRACT

2.1. This Contract shall come into effect on the Commencement Date and continue until the latter of: (a) 2 August 2022 (b) for the period specified in Clause 8.3(b) and/or (c); (c) completion in full of the Services; (d) full and final payment has been made to the Authority by the Client; or (e) termination of this Contract in accordance with Clause 17 or elsewhere in this Contract (the **Term**).

2.2. **These Conditions apply to the Contract to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.**

2.3. If there is any inconsistency between the provisions of this Contract, the inconsistency shall be resolved using the following order of precedence: (a) the Conditions; (b) [any Licence as issued by DIO for use of buildings related to this Contract]; (c) Schedule 1; (d) Schedule 4; (e) Schedule 2; and (f) Schedule 3. If either Party becomes aware of any inconsistency, within or between the documents referred to in this Clause, such Party shall notify the other forthwith and the Parties shall seek to resolve that inconsistency. If either Party considers the inconsistency to be material, then the matter shall be determined in accordance with Clause 28. Any amendments or variation to the Contract or these Conditions, shall only be made by issuing a change to the Contract in accordance with Clause 5.

3. SUPPLY OF SERVICES AND FACILITIES

3.1. The Authority shall, subject to a Priority Tasking and Clause 3.3: (a) use its reasonable endeavours to provide the Services and access to the Facilities to the Client in accordance with Schedule 1 and any other express terms set out in this Contract including the Statement of Editorial Intent; and (b) perform the Services with due skill and care.

3.2. Subject to a Priority Tasking, the Authority shall use its reasonable endeavours to perform the Services within the estimated timescales and shall have the right to make any changes to the Services that are necessary: (a) to comply with any applicable law or safety requirement; or (b) which do not materially affect the nature or quality of the Services. Any changes to the scope of the Services may result in a change to the Contract Price, additional expenses and/or the completion date. For the avoidance of doubt, time shall not be of essence in this Contract.

3.3. The provision of the Services and the Facilities is subject to agreement of: (i) the Production Synopsis; (ii) the extent of any Restricted Areas (if any); and (iii) if required, a separate Licence for the use of the Facilities for which a separate additional fee may be payable. Subject to these terms, the Client may to the extent necessary for the production of the Production and unless otherwise agreed in writing with the Authority:

- (a) access the Establishment and use the Facilities and Services to: (i) record the Facilities and Contributors; (ii) rehearse scenes for the Principal Recording; and (iii) take photographs for use either in the Production or in publicity, publishing or marketing connected with the Production;
- (b) reference the Services and Facilities in the Production under their proper title; and
- (c) subject to Clause 8, exploit or exhibit the Production with or without the scenes recorded on, in, at and/or of the Establishment or of any Government Property or Contributors throughout the Territory in the Media.

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

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

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

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

3.8. The Client shall:

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

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

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

4. CONTRACT PRICE AND PAYMENT TERMS

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

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

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

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

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

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

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

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

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

5. CHANGES TO THE SERVICES AND CONTRACT AMENDMENTS

5.1. The Client agrees that:

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

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

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

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

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

6. WARRANTIES AND UNDERTAKINGS

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

(a) be impartial and fair; and

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

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

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

6.3. The Client represents and warrants that:

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

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

7. DISCLOSURE OF INFORMATION

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

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

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

7.3. The Client shall:

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

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

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

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

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

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

(b) can show that the Information was:

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

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

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

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

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

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

8. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

(b) subject to the Client paying the Authority a commercial exploitation fee of [REDACTED] (Ex VAT), allow third parties to broadcast the Production in the Primary Media for a period of five years from the Commencement Date; and

(c) market, distribute and sell, and to licence others to market, distribute and sell, the Production in the Secondary Media subject to payment to the Authority of a commercial exploitation fee of [REDACTED] (Ex VAT) for a period of five years from the Commencement Date.

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

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

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

9. CONSULTATION

9.1. Unless agreed otherwise in writing with the Authority and if applicable, the Client shall consult with the Project Officer on the Production content of the Scripts at each stage of the Production including the development, pre-production and final versions of the Production.

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

9.3. Following the review, the Authority may make representations to the Client pursuant to Clause 0 of required changes. The Client shall notify the Authority of any substantive changes (either visual or aural) to the Rough Cut or Fine Cut of the/each Production (as applicable) after it has been reviewed by the Authority Review Panel and if any changes have been made in response to the representations made by the Authority or otherwise. The Client shall allow the Authority Review Panel a further opportunity to view the Production and make further representations pursuant to Clause 0 before the first broadcast of the Production.

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

9.5. The Authority acknowledges that:

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

9.6. The Client undertakes that it shall:

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

9.7. The Authority acknowledges that the Client shall have editorial independence and control over the Production subject to the Client and first broadcaster complying with the following conditions:

- (a) exclude from the Production, at the request of the Authority, any material that:
 - (i) identifies fatalities or casualties (including other military or civilian personnel serving with the Authority); or
 - (ii) would unfairly damage or would be likely to unfairly damage the reputation of the Authority or the single services (Army, Royal Navy or Royal Air Force (as applicable));
 - (iii) in the reasonable opinion of the Authority:
 - (1) would be likely to prejudice or damage: (A) UK national security (including operational security and personal) security); (B) the security interests of any ally; or (C) any other vital national interests;
 - (2) has been provided to the UK by a foreign country subject to confidentiality constraints;
 - (3) would prejudice the safety of: (A) the Authority; (B) any Authority Personnel or other UK Government personnel; or (C) the security interests of any ally and their nationals; or
 - (4) identifies members of UK Special Forces or the Special Forces of any ally.F

- (b) correct any material which, in the Authority's reasonable opinion, is factually inaccurate and which is drawn to the Client's attention by the Authority Review Panel at the Rough Cut and/or Fine Cut review or at any time thereafter whether prior to first broadcast or otherwise;
- (c) consider in good faith any comments or representations made by the Authority to the Client in relation to the content, balance and historical and technical accuracy of the Production at the Fine Cut review or at any reasonable time before first broadcast. For the purposes of this Clause 9.8(c), a reasonable time is deemed to be sufficient time to allow for any amendment of the Production by the Client as requested by the Authority pursuant to this Contract;
- (d) provide an opportunity for an advance showing of the Production to the immediate families/dependants (spouse/parents/children/partner/guardian) of identifiable Authority Personnel who have died in service and, if not already published, remove any material identifying such Authority Personnel if that is the wish of the families;
- (e) unless required by law and except as expressly agreed in this Contract, not broadcast or transmit, nor permit to be broadcast or transmit, any material (whether used or unused in the Production) that refers to any current or former Authority Personnel (or make such material available to any third party) without the prior written consent of the Authority;
- (f) not to broadcast nor permit to be broadcast nor transmit any part or parts of the Production containing official discussions carried on at meetings attended by Authority Personnel until the Authority has consented to the timing of the first such broadcast or transmission; and
- (g) without prejudice to the provisions of Clause 9.7(a)(ii), not use any material in the Production that shows any Authority Personnel acting contrary to any military or civilian personnel regulations without showing, in the same Production, the legal consequences that have resulted from the individual's actions.

9.8 Nothing in this Contract shall prevent the Client from promoting and publicising the Production before its broadcast provided that any material to be used for those purposes shall be made available to the Authority for review beforehand and the Authority is permitted to exercise its rights pursuant to Clause 0.

10. SECURITY

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

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

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

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

10.4. The Client acknowledges and agrees that the Authority may, acting reasonably, where necessary for security, operational, and/or safety reasons, confiscate and destroy or retain permanently any Media brought by the Client onto an Establishment or containing footage, images and/or sound recordings taken on an Establishment without any liability to the Client.

11. PUBLIC RELATIONS AND RELATED MATTERS

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

11.2. The Client shall:

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

(b) at the request of the Authority, provide to the Project Officer samples of the materials set out below for review prior to distribution:

(i) one (1) electronic copy and sample of any publicity, promotional, advertising and packing material in respect of the marketing and commercial exploitation of the Production; and

(ii) one (1) electronic copy and one (1) copy in DVD format of the final version, entire series of the Production, and the Client hereby grants to the Authority a royalty-free perpetual licence to use the copy of the Production (in whole or in part), together with the right to extract stills from the Production, for the Authority's non-commercial use;

In conducting any review of the above materials, the Project Officer shall reasonably consider any content featuring the Authority, its personnel or equipment and whether or not the use of any permitted Intellectual Property Rights are consistent with the Authority's brand guidelines from time to time in force. Any reasonably requested variation(s) by the Project Officer shall not be unreasonably refused by the Client.

(c) keep the Authority informed of the progress of the production of the Production and any exploitation in the Media; and

(d) provide the Authority with details of all proposed release dates/broadcast dates of the Production at least a month (or as soon as practicable), prior to the first broadcast. .

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

12. CONTRIBUTOR RELEASE FORM

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

12.2 The Client shall take all reasonable steps to ensure that only consenting individuals are recorded for the Production including any Authority Personnel. The Client agrees that any featured individual who does not consent to being filmed for the Production shall not be identified in the Production, whether by cutting around them during the editing stage or by blurring/obscuring so that such individuals are not identifiable. The Parties agree that a breach of this Clause 12.1 shall comprise a material breach of these Conditions.

12.3 The Client agrees that it shall maintain the anonymity of any Contributor who does not want to be identified in the Production for any reason or upon the specific request of the Authority. Such circumstances shall normally occur for reasons of national/individual security or for other personal reasons but the Authority shall not be obliged to disclose the reason for anonymity to the Client. The Parties agree that a breach of this Clause 12.2 shall comprise a material breach of these Conditions.

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

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

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

13. PERSONAL DATA

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

14. INSURANCE

14.1 The Client shall ensure that at all times during the Term and for a year thereafter, it shall maintain in force, with a reputable insurance company insurance of all risks usually insured for its business. Such insurance shall include public liability

insurance to cover all liabilities and any Loss or injury which may occur to any property or to any person arising out of or in connection with the Contract and Services authorised in the amount of not less than five million pounds sterling (£5,000,000) per incident and for an unlimited number of incidents. The Client shall also maintain professional liability insurance and any other insurance that it may be statutorily required to maintain.

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

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

15. LIABILITY

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

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

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

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

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

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

and each type of loss arising under this Clause 15.3 shall be severable in accordance with Clause 29.56.

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

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

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

16. INDEMNITIES

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

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

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

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

17. TERMINATION

17.1 A Party may terminate this Contract prior to completion of the Services at any time and for any reason: (a) upon thirty (30) days written notice to the other Party; or (b) by mutual consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) the Commanding Officer chooses to cease filming for whatever reason and at any juncture. Any such termination shall not be deemed to be a breach of this Contract however, for the avoidance of doubt, the Client shall retain all rights in material already filmed (which may be exploited in accordance with the terms of this Agreement) prior to ceasing filming. Any material filmed prior to termination shall be subject to the Authority's review and consultation process as set out in Clause 9.

17.4 Where the Licence entered into in accordance with Clause 3.45 above expires, terminates or is revoked by the Authority, this Contract shall automatically terminate.

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

18. CONSEQUENCES OF TERMINATION

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

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

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

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

18.4 Save where the provisions of Clause 18(e) apply, the Authority's rights under Clause 9 in respect of consultation on the Production content (whether of the whole or of a part due to early termination) shall subsist beyond Contract termination until the Parties have agreed the final content of the Production.

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

19. FORCE MAJEURE

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

20. CORONAVIRUS EVENT

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

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

21. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

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

- (a) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown; and
- (b) enter into this or any other contract with the Crown where a commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

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

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

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

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

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

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

22. CLIENT'S PERSONNEL AT AUTHORITY ESTABLISHMENTS

22.1 The Client shall procure that:

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

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

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

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

22.5 Notwithstanding the provisions of Clauses 0 to 22.4 if, in the reasonable opinion of the Authority, any Representative of the Client shall misconduct themselves, or it shall not be in the public interest for any Representative to have access to the Facilities and/or the Establishment, the Client shall remove (or the Authority shall have the right to remove) such person without delay on being required to do so. Failure to remove such a person in accordance with the Authority's decision shall constitute a material breach of this Contract.

22.6 The decision of the Authority upon any matter arising under Clauses 0 to 22.4 inclusive shall be final and conclusive.

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

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

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

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

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

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

(f) ensure Representatives have achieved cyber essentials plus prior to embarkation.

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

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

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

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

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

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

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

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

22.9 Without prejudice to and subject to the provisions of the Licence:

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

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

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

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

23. SAFETY & SUSTAINABILITY

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

24. Health & Safety

24.1 Both Parties shall comply with the Health & Safety at Work Act 1974 and all relevant legislation in connection with this Contract, the Services and the Production. Where either Party has prior knowledge of any health or safety hazards or that may be involved in the delivery of the Services or becomes aware of any health and safety hazard, foreseeable risk, or precautions to be taken by either Party that relates to the Services it shall promptly give written notice to the other Party.

24.2 The Authority reserves the right to terminate the Contract with immediate effect if in its reasonable opinion the Client is in breach of statutory health and safety regulations on any matter relating to this Contract, the Services and/or the Production. The Authority shall not be liable for any costs incurred by the Client arising from such termination. If the Authority exercises its rights under this Clause 24.1 the Client shall receive immediate verbal notification by the Authority and shall receive confirmatory written notification within three (3) Business Days of such determination.

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

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

25. Environment

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

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

26. Hazardous Materials and Waste

26.1 The Client shall ensure that any hazardous materials or equipment used or intended to be used in the provision of the Contract are kept under control and in safe keeping in accordance with all relevant legislation and good industry practice and shall ensure that all such materials are properly and clearly labelled on their containers. The Client shall promptly inform the Authority of all such materials being used or stored at an Establishment and shall comply with any all reasonable requirements of the Authority in respect of such materials and equipment. The Client shall maintain a register of substances hazardous to health and shall ensure that a copy of each register is held at the Client's registered office and that a copy is given to the Project Officer. The Project Officer shall notify the Client of any items which it or any Authority contractor is using or storing at any Establishment and which it requires to be included in such register.

26.2 Prior to any delivery of any hazardous materials or equipment to an Establishment, the Client shall provide information to the Project Officer on such hazardous materials or equipment in the form and format specified by the Authority. The Client shall comply with the Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005 in respect of any hazardous waste produced directly by the Client in the delivery of this Contract. The Client shall be responsible for the safe and appropriate disposal of any and all such hazardous waste.

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

27. NOTICES

27.1 All notices, orders or other forms of communication required to be given in writing under or in connection with this Contract shall be: (a) given in writing and in English or accompanied by an accurate translation into English; (b) addressed for the attention of the other Party's contacts at Schedule 3; (c) authenticated by signature or by such other method as agreed between the Parties; and (d) marked in a prominent position with the relevant Contract number. The name and address (including electronic addresses) of each Party to this Contract to which all notices shall be sent are those specified in Schedule 3 or such other name and address as a Party may by written notice notify to the other Party for the purposes of this Clause 26.3.

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

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

28. DISPUTES

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

28.2 If the dispute or claim is not resolved pursuant to Clause 28.1, the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this Clause 28.12, shall be governed by the provisions of the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

29. GENERAL

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

29.2 **Entire Agreement.** This Contract constitutes the entire agreement between the Parties with respect to the performance of the Services and supersedes and extinguishes all prior negotiations, agreements, representations, promises, understandings, assurances and commitments, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement they have not relied and shall have no remedies in respect of any prior negotiations, statements, promises, assurances, representations or undertakings or warranties (whether made innocently or negligently and whether in writing or orally) that is not set out in this Contract; except that this Clause 29.12 shall not exclude liability for fraud or fraudulent misrepresentation.

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

29.4 **Variation.** The Contract may not be amended except by the written agreement of a duly authorised representatives of a Party. Any purported amendment to the Contract that does not satisfy the terms of this Clause 29.34 shall have no effect.

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

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

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

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

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

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

SIGNED BY
for and on behalf of
WONDERHOOD LTD
T/A WONDERHOOD STUDIOS

[POSITION]
[DATE]

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

[POSITION]
[DATE]

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

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

1. Services

- 1.1 Use of Crown Copyright footage, subject to completion of the DIPR License at Schedule 6
- 1.2 Access to Tri-Service personnel for the purpose of interviews as agreed with the Project Manager

2. Permission to use Remotely Piloted Aerial System (RPAS) – (SUBJECT TO MOD APPROVAL)

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

Each flight is to be approved in advance by the filming authority on the ground, **it should also be noted that flights will be subject to permission on the day, the Client shall ensure that this is obtained and contact details will be provided.**

All flights must have approval from the Civil Aviation Authority (CAA), such approvals will be the responsibility of the Producer 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.

Drone pilots shall comply with the following:-

- avoid taking footage of sensitive capability, site areas, vulnerable people etc
- Film crews be escorted at all times
- Project Officer to review drone footage to confirm avoidance with regards to the above.
- Drone shall not be connected to the Internet
- RPAS to be operated in a manner that minimises risks and hazards to other airspace users, persons and property near the RPAS being flown. See mapping (subject to change) here: [UAS Airspace Restrictions Map](#)
- All flying to remain VLOS

SCHEDULE 2 – CLIENT'S INITIAL PROPOSAL AND PRODUCTION SYNOPSIS

PRODUCTION SYNOPSIS

Told through the eyes of those who both orchestrated it and escaped it, this landmark documentary series will tell the dramatic insider story of Operation Pitting – the definitive account of the largest air evacuation since WW2 of soldiers, staff and Afghans from Kabul by the British Armed Forces.

With exclusive access to soldiers at every level of the British military, we will tell, in focused and insightful detail, how the British side of the withdrawal from Afghanistan was mounted, acknowledging the successes and failures of the mission.

Alongside, we will also tell the stories of ordinary Afghans caught up in the onslaught of chaos and terror at the impending Taliban rule, hearing their personal experiences whilst trying to flee their homeland.

STATEMENT OF EDITORIAL INTENT

The Soldiers: We will feature powerful testimony from soldiers on the ground from the 16th Air Assault Brigade, 2 Para and The Yorkshire Regiment. Channel 4's audience will gain a unique insight into what it felt like to face down the Taliban where split-second losses of concentration could lead to death and tragedy. We will hear how soldiers dealt with the unimaginable human desperation at the gates of Kabul airport. Few, if any, will have seen anguish and fear on this scale and at such proximity.

Facing off the Taliban: We will hear compelling, and sometimes conflicting, accounts of how soldiers protected vulnerable people fleeing the Taliban who flogged the crowds and intimidated those trying to leave by firing shots. In order to save record numbers of people, many troops took turns at sleeping for just couple of hours at a time on flattened ration packets on the tarmac. We will hear how, in certain situations, soldiers calmed crowds, assisted people caught up in stampedes and witnessed desperate Afghan women throwing their babies over razor wire.

The Medics: We will tell the stories of the British army medics who had to deal with trauma injuries caused by panicked crowds and care for babies who had been tragically separated from their parents. People like ██████████ of 16 Medical Regiment, who was charged with caring for young children – feeding and rocking them to sleep amid the gunfire.

Specialist Teams going beyond the Call of Duty: We want to show how the strategic decision making of the British Army went beyond the call of duty. We will hear from the senior ranks and soldiers who crossed Taliban lines in Kabul in an attempt to help British and Afghan civilians who had helped the Allied cause for over 20 years – sometimes without success. The 16th Air Assault Brigade and 2 PARAS retrieved 200 British nationals from around Kabul and at times had to exit their vehicles to clear through volatile crowds.

The Planners: We will showcase the huge logistical operation that played out across the globe. Including the military planners at PJHQ and teams at Abbey Wood who flew in 30,000 litres of water a day, food for 5,000 people and distributed 2,700 nappies and 3,600 bottles of baby milk. This involved co-ordinating multiple flights a day across international borders as the clock ticked down.

The Flights: We will show day by day, how Britain's joint armed services worked together to save lives. By August 22nd, British troops were evacuating 1,000 people per day. There were some remarkable feats of ingenuity. ██████████ broke a record when his RAF C-17 Globemaster takes 439 passengers out of Kabul on a single flight. Most of the passengers had never been on a flight before and troops had to work within Covid protocols, and even deal with pregnancies on board. These flights also had to overcome real danger. Hours after the suicide attack at Abbey Gate, an RAF C-17 loaded with evacuees has a near miss with three vehicles, including a bus, which had mistakenly steered onto the runway.

The Suicide Attack: We want to tell the stories of the British soldiers who ran into the face of danger to assist American soldiers and Afghan civilians who had been injured by the horrific ISIS suicide attack. On August 26 at Abbey Gate, where British troops had been stationed the day before, a suicide bomber detonates an explosive belt. Soldiers from 2nd Battalion, 2 Yorks, had only just arrived in Kabul but ran into the face of danger during the devastating attack to give emergency care to injured American soldiers and Afghan civilians, while gas cannisters exploded and stampedes occurred in the chaos. These soldiers then played a pivotal role in securing the perimeter, allowing US forces to extract their dead or wounded.

There are many other stories and personal testimonies which we would like to unpack in forensic detail which demonstrate the professionalism, compassion and care of the British Army.

Overview: Split over three one-hour films, we will interweave beautifully shot, heart-in-the-mouth testimony from British soldiers with the MoD's visceral archive, and utilise evocative news footage to bring context and scale. This will give Channel 4's audience a front row seat into one of the most extraordinary stories of our time.

This is a unique opportunity for the British Army and Tripartite Forces to tell their own story and set the real narrative of Operation Pitting, before the history books are written. This is not a current affairs series, nor does it have a political agenda. Our series will seek to both empower and educate Channel 4's audience about one of the biggest evacuations carried out in peacetime and will be an essential piece of public service television which will take a central place in Channel 4's schedule.

SCHEDULE 3 - POINTS OF CONTACT

<p><u>Authority Project Manager</u></p> <p>[REDACTED]</p> <p>Army Communications, International Communications and Engagement Army HQ, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hants SP11 8HT</p> <p>Skype for Business: [REDACTED] Mob: [REDACTED] Email: [REDACTED]</p>	<p><u>Client Point of Contact</u></p> <p>[REDACTED] Managing Director [REDACTED] London W1D 4SN</p> <p>Tel: [REDACTED] Email: [REDACTED]</p>
<p><u>Authority Budget Manager</u></p> <p>[REDACTED]</p> <p>Army Headquarters Marlborough Lines Monxton Road Andover Hants SP11 8HT</p> <p>E-Mail: [REDACTED]</p>	<p><u>Authority Commercial Officer</u></p> <p>[REDACTED] Army Commercial [REDACTED] Ramillies Building Marlborough Lines Monxton Road Andover SP11 8HJ</p> <p>Tel: [REDACTED] Email: [REDACTED]</p>
<p><u>DIPR Address</u></p> <p>Poplar 2, #2214, Abbey Wood (S), Bristol BS34 8JH.</p> <p>DIPR-CC@mod.gov.uk</p>	<p><u>Authority Project Officer</u></p> <p>[REDACTED] International, Communications and Engagement Army Staff (London) Ministry of Defence Main Building Horse Guards Avenue Whitehall London SW1A 2HB</p> <p>Tel: [REDACTED] Email: [REDACTED]</p>

SCHEDULE 4 – PAYMENTS AND PAYMENT SCHEDULE**1. CONTRACT PRICE**

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

Total [REDACTED] (Ex VAT)

2. COMMERCIAL EXPLOITATION

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

[REDACTED] (ex VAT) for Primary Media Rights

[REDACTED] (ex VAT) for Secondary Media Rights

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

SCHEDULE 5 – CONTRIBUTOR RELEASE FORM

Provisional Programme Name: EVACUATION (the “**Production**”)

Production Company Details:

Wonderhood Limited
T/A Wonderhood Studios

10 Orange Street, Haymarket, London, United Kingdom, WC2H 7DQ

(Hereinafter the “**Production Company**”)

Filming Date(s):**Filming Location(s):**

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

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

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

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

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

I, the undersigned, agree to waive all:

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

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

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

I, the undersigned, understand and agree that:

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

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

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

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

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

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

Printed Name: _____ Staff/Service Number: _____

Signature: _____ Date: _____

Date of recording/contribution: _____
Description of contribution: _____

CLIENT'S STATEMENT

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

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

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

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

Printed Name: _____

Signature: _____ Date: _____

SCHEDULE 6 – DIPR LICENSE

AGREEMENT MADE BETWEEN

**THE SECRETARY OF STATE FOR DEFENCE
OF HER BRITANNIC MAJESTY'S GOVERNMENT
OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND**

AND

WONDERHOOD LIMITED T/A WONDERHOOD STUDIOS

RELATING TO:

FILM FOOTAGE OF THE EVACUATION FROM HAMID KARZAI INTERNATIONAL AIRPORT KABUL IN AUGUST 2021

**Defence Intellectual Property Rights
Poplar 2 #2214
MOD Abbey Wood (South)
Bristol
BS34 8JH
UNITED KINGDOM**

THIS AGREEMENT is made effective from the date of lattermost signature (hereinafter referred to as the "Commencement Date")

BETWEEN

THE SECRETARY OF STATE FOR DEFENCE a corporation sole of Whitehall, London, SW1A 2HB, UNITED KINGDOM (hereinafter referred to as the "Licensor")

AND

WONDERHOOD LIMITED T/A WONDERHOOD STUDIOS, 10 Orange Street, Haymarket, London, WC2H 7DQ (hereinafter referred to as the "Licensee")

hereinafter referred to collectively as the "Parties", or in the singular as a "Party"

WHEREAS

- A. The Licensor, in relation to any Crown Copyright works, has delegated authority from the Keeper of Public Records of the National Archives to grant licences for exploitation of said Crown Copyright works, in imagery comprising film footage of the evacuation from Hamid Karzai International Airport Kabul and hereinafter referred to as the "Licensed Material";
- B. The Licensee desires a licence from the Licensor to exploit the Licensed Material for the purpose of the production of a Channel 4 documentary on Operation Pitting with the working title of "Evacuation" (the "Documentary").
- C. The Licensee has obtained the written consent of all individuals shown in the Licensed Material to the terms and conditions set out within this Agreement being acceptable to them.
- D. The Licensor is willing to grant such a licence subject to certain terms and conditions as set out within this Agreement.

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Agreement the following words and phrases shall have the meaning ascribed to them:
 - a. "**Agreement**" shall mean this Licence Agreement including any schedules (when present);
 - b. "**Licensed Material**" shall mean the information and material defined in Schedule B;
 - c. "**Term**" shall mean the period beginning on the Commencement Date and ending on the Expiry Date;
 - d. "**Expiry Date**" shall mean the date on which this Agreement will expire as set out in clause 3.1 below;
 - e. "**Territory**" shall mean World;
- 1.2 The singular shall include the plural and vice versa and the masculine shall include the feminine or the neuter gender and vice versa.
- 1.3 Unless the context otherwise indicates, references to Clauses, Sub-clauses, Recitals and to Schedules are to clauses and sub-clauses of, and recitals and schedules to, this Agreement.
- 1.4 Headings to Clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on the construction or the interpretation of this Agreement.
- 1.5 References in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.6 References in this Agreement to a person or persons shall include bodies corporate, unincorporated associations and partnerships.

2. RIGHTS GRANTED TO THE LICENSEE

- 2.1 Subject to the Licensee obtaining the written consent of all individuals shown in the Licensed Material for the purpose stated and complying with data processing requirements of Schedule A, the Licensor grants to the Licensee a non-transferable, non-exclusive, royalty free licence in all media to reproduce, publish, distribute and transmit the Licensed Material.
- 2.2 within the territory for the Term.

- 2.3 All provisions of this Agreement shall apply to any use of the whole or part of the Licensed Material and any and all copies made of the whole or part of the Licensed Material as they apply to the Licensed Material itself, irrespective of the means of reproduction or the media upon which the reproduction is made.
- 2.4 The Licensee shall not exercise any rights additional to those granted under this Agreement without the prior written permission of the Licensor.

3. THE LICENSEE'S OBLIGATIONS

- 3.1 The Licensee shall reproduce the Licensed Material only for the purposes stated in Recital B
- 3.2 Where the Licensed Material comprises one or more photographs, other than re-sizing, the Licensee may not make any other changes or modifications to it including cropping or combining with other information.
- 3.3 Where the Licensed Material comprises film footage the Licensee may not make any changes or modifications to it apart from to adapt it to make it shorter or otherwise take an excerpt.
- 3.4 The Licensee will not incorporate the Licensed Material into its logo or corporate ID without agreement of the Licensor.
- 3.5 The Licensee will endeavour to ensure the Licensed Material contains nothing that is obscene, blasphemous, libellous, in breach of the Official Secrets Act or is otherwise unlawful.
- 3.6 The Licensee shall ensure that the Licensed Material shall not be used in any actual or potential defamatory, libellous or unlawful way, nor be used in any way or manner by any political party, (howsoever formed), nor for any use in any parody, caricature and pastiche.
- 3.7 The Licensee will not falsely represent, expressly or impliedly, that they are the original creator of the Licensed Material.
- 3.8 The Licensee must not use any UK Ministry of Defence logos, badges or military insignia except where they appear incidentally in the Licensed Material.
- 3.9 The Licensee acknowledges and agrees that the exercise of the licence and rights granted to it under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

4. TERM AND RENEWAL

- 4.1 This Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with clause 11 below, shall continue in force and effect for a period of seven (7) years from that date, whereupon it will expire, subject to clause 4.2 below.
- 4.2 If the Licensee wishes to renew the Licence, it shall submit a written request to the Licensor no less than three (3) months prior to the Expiry Date. The Licensee accepts that the Licensor's decision on whether to renew the Licence will be at its sole discretion and is dependent upon factors that may be privately within the Licensor's organisation and thus not eligible for release to the Licensee, including but not limited to;
- a. the satisfactory performance of the Licensee in accordance with the terms of this Agreement;
 - b. any rules and policies of the Licensor that may govern the licensing of intellectual property now or in the future.

5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 This Agreement shall not affect ownership of any intellectual property rights subsisting in the Licensed Material. For the avoidance of doubt, this Agreement is not a sale of any of the intellectual property rights in the whole or any part of the Licensed Material.
- 5.2 The Licensee must acknowledge the source of the Licensed Material by including the below statement in the end credits (subject to Channel 4 credit guidelines):

"UK Ministry of Defence © Crown Copyright (Year of Publication)"

6. PROTECTION OF THE COPYRIGHT

- 6.1 Both Parties acknowledge and agree that all Intellectual Property rights arising from the Licensed Material remain the property of the Licensor and the Licensee shall not acquire any Intellectual Property Rights in them.
- 6.2 The Licensee shall immediately notify the Licensor in writing, giving full particulars if any of the following come to its attention:
- 6.2.1. any actual, suspected or threatened infringement of copyright in the Licensed material;
 - 6.2.2 any claim made or threatened that the copyright in the Licensed Material infringes the rights of any third party;
or

6.2.3 any other form of attack, charge or claim to which the copyright may be subject.

6.3 In respect of any of the matters listed in clause 6.2:

6.3.1 The Licensor shall, at its absolute discretion, decide what action to take, if any;

6.3.2 The Licensor shall have exclusive control over, and conduct, all claims and proceedings;

6.3.3 The Licensee shall not make any admissions other than to the Licensor and shall provide the Licensee with all assistance that it may reasonably require in the conduct of any claims or proceedings; and

6.3.4 The Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

7. THIRD PARTY OWNED INTELLECTUAL PROPERTY RIGHTS

7.1 This Agreement does not give permission for the Licensee to make use of any third party owned intellectual property rights. In the event that any part of the Licensed Material is found to be subject to third party owned intellectual property rights, that part of the Licensed Material shall be excluded from the rights granted under this Agreement.

8. PROTECTION OF PROPRIETARY INFORMATION

8.1 The terms and conditions of this Agreement are private between the Parties and may not be disclosed by or on behalf of the Licensee to any third party without the prior written consent of the Licensor. However, this obligation does not prevent disclosures by or on behalf of the Licensee to any legal advisor that is engaged by or on behalf of the Licensee.

9. ASSIGNMENT AND GRANT OF SUB-LICENCES

9.1 The rights granted under this Agreement are strictly personal to the Licensee operating under its original name or any subsequent name as notified to and approved in writing by the Licensor.

9.2 The Licensee shall not assign, sub-license or otherwise mortgage or deal in any benefit or advantage deriving from this Agreement without the prior consent in writing of the Licensor. The Licensor hereby agrees that the Licensee may sub-license or assign the benefit of the licence granted in the Licensed Materials in this Agreement to broadcasters/distributors of the Documentary (as reproduced in the Documentary only and not on a standalone basis).

10. LIABILITY AND WARRANTY

10.1 Except as provided elsewhere in this Agreement, no warranties express or implied, whether by statute, custom or usage, are made by the Licensor in relation to the Licensed Material or any information or material that is otherwise provided by the Licensor to the Licensee under this Agreement, or in relation to the performance of and results obtained from use of the Licensed Material.

10.2 The Licensee accepts full responsibility for, and shall indemnify the Licensor against, any loss of the Licensed Material by the Licensee under this Agreement. This indemnity shall survive the termination for any reason of expiration of this Agreement or any renewal thereof.

10.3 In no event shall Licensor be liable to Licensee for any special, consequential, incidental or indirect damages of any kind (including, without limitation, loss of profit) whether or not Licensor was advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty or negligence. Any liability of the Licensor for any and all causes of action with respect to this Agreement and the rights granted herein shall be limited to the amount [REDACTED].

10.4 Nothing in this clause 10 shall exclude or limit any statutory liability of the Licensor in respect of personal injury or death resulting from negligence of the Licensor.

11. TERMINATION & EXPIRATION

11.1 The Licensor shall have the right to terminate this Agreement upon giving the Licensee thirty (30) days written notice of its intention to do so in the event that:

- a. the Licensee commits a breach of this Agreement, which breach is not capable of remedy, or is not remedied, by the Licensee within thirty (30) days of receipt of written notice from the Licensor requesting remedy; or
- b. an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Licensee or a receiver or trustee in bankruptcy is appointed of the Licensee's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the Licensee's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) and not withdrawn or discharged within twenty-one (21) days or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition which is not withdrawn or discharged within twenty-one (21) days or make a winding-up order or other similar or equivalent action is taken against or by the Licensee by reason of its insolvency or in consequence of debt.

11.2 The Licensee shall have the right to terminate this Agreement upon giving the Licensor thirty (30) days written notice of its intention to do so.

- 11.3 In the event that this Agreement expires at the end of its Term or is terminated earlier in accordance with this Clause 11, the licence granted under Clause 2.1 shall cease and the Licensee shall immediately cease use of the Licensed Material. The provisions relating to warranties and indemnities shall survive expiration or termination of this Agreement.
- 11.4 Upon expiry or termination of this Agreement the Licensee shall remove the Licensed Material from any and all processing units and promptly return to the Licensor both the Licensed Material and any reproductions made thereof. Alternatively, where agreed with the Licensor in advance, the Licensee may destroy all copies of the Licensed Material and supply the Licensor with a letter certifying that all copies have been destroyed.
- 11.5 Termination of this Agreement shall not release the Licensee from its obligations of confidence hereunder and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either Party.

12. DATA PROTECTION

The Parties shall comply with the provisions of Schedule A of this agreement.

13. DISPUTE RESOLUTION

- 13.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement 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.

14. NOTIFICATION ADDRESS OF LICENSOR AND LICENSEE

- 14.1 Except as otherwise indicated under this Agreement, all correspondence and notifications under this Agreement to the Licensor shall quote reference **DIPR/04/5/3/L/0002** and be addressed as follows:

**DIPR-Copyright 1
Policy, Protection and Exploitation
Defence Intellectual Property Rights
Poplar 2 #2214
MOD Abbey Wood (South)
Bristol, BS34 8JH
UNITED KINGDOM
DIPR-Copyright@mod.gov.uk**

- 14.2 Except as otherwise indicated under this Agreement, all correspondence and notifications under this Agreement to the Licensee shall quote reference **DIPR/04/5/3/L/0002** and be addressed as follows:

**Wonderhood Limited T/A Wonderhood Studios,
10 Orange Street
Haymarket
London
WC2H 7DQ**

**E-Mail: [REDACTED]
Tel: [REDACTED]**

15. CHANGE OF ADDRESS

- 15.1 Each Party to this Agreement shall notify the other Party in writing of any change of name, address or other details relevant to this Agreement within thirty (30) days of the occurrence of such a change.

16. MODIFICATIONS AND AMENDMENTS TO THE AGREEMENT

- 16.1 This Agreement shall not be modified or amended unless and until such modification or amendment is agreed in writing between the Parties.

17. MISCELLANEOUS

- 17.1 This Agreement, including its Schedules, constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in this Agreement and no variation may be made to this Agreement otherwise than in writing signed by duly authorised representatives of both parties.
- 17.2 If any provision of this Agreement shall become or be held illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions of this Agreement so as to achieve as far as possible the same economic effect without rendering the amended or modified Agreement illegal, invalid or unenforceable.

- 17.3 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed to be, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.
- 17.4 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership or joint venture or employment relationship between the parties.
- 18. RIGHTS OF THIRD PARTIES**
- 18.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. However, this clause does not affect any right or remedy of a third party which exists or is available otherwise than pursuant to that Act.
- 19. APPLICABLE LAW**
- 19.1 This Agreement shall be governed by, and construed and interpreted in accordance with the laws of England and the Parties submit exclusively to the jurisdiction of the English courts.

The Parties have caused this Agreement to be executed as of the Commencement Date:

Signed for and on behalf of

THE SECRETARY OF STATE FOR DEFENCE
OF HER BRITANNIC MAJESTY'S GOVERNMENT
OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND

Signature:

Name:

Date:

Position: MOD Crown Copyright Administrator of
Defence Intellectual Property Rights

Signed for and on behalf of

WONDERHOOD LIMITED T/A WONDERHOOD STUDIOS

Signature:

Name:

Date:

Position:

SCHEDULE A – DATA PROCESSING

1. Definitions and Interpretation:

1.1 For the purposes of this Schedule, the following terms shall have the following meanings:

DP Laws means the United Kingdom Data Protection Regulation (UK-GDPR), Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws (each as amended or replaced from time to time)

Controller, Data Processor, Data Subject and **Personal Data** shall have the meanings as defined in the DP Laws and for the purposes of this Schedule A and Personal Data contained in the Licensed Material

1.2 In the event of any contradiction or inconsistency between the terms of this Schedule A and any term in the agreement, in respect of any processing of Personal Data the terms of this Schedule A shall prevail.

2. Processing activities

The Licensee agrees and acknowledges that;

2.1 to the extent it processes Personal Data which is transferred to it by the Licensor, it will be deemed to be a Controller in respect of the Personal Data;

2.2 it will duly comply with its respective obligations under DP Laws, which arise in connection with this Agreement and not knowingly do or omit anything which would result in breach of DP Laws;

2.3 it will have in place, and maintain throughout the term of this Agreement, all appropriate technical and organisational measures against unauthorised, unlawful, or unintended processing, use of, access to, or theft of the Personal Data transferred to it;

SCHEDULE B – “THE LICENSED MATERIAL”

The Licensed Material shall include the following material:

Crown Copyright imagery comprising film footage of the evacuation from Hamid Karzai International Airport Kabul in August 2021.

STATEMENT OF GOOD STANDING

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

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

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

<p>Signed:</p> <p>Name (BLOCK CAPITALS)</p>	<p>Dated this day of (month) (year)</p>
<p>In the capacity of:</p> <p>(eg Director, Manager, Secretary etc.)</p>	<p>Address:</p>
<p>Duly authorised to sign Contracts for and on behalf of (Client name):</p> <p>WONDERHOOD LTD, T/A WONDERHOOD STUDIOS</p>	<p>Telephone:</p>
	<p>Invoice address in full (if different to above)</p>
	<p>VAT Registration No:</p>

Return to:

██████████
 Skype No: ██████████
 E-mail: ██████████

SCHEDULE 4 – PAYMENTS AND PAYMENT SCHEDULE**1. CONTRACT PRICE**

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

Total [REDACTED] (Ex VAT)

2. COMMERCIAL EXPLOITATION

a. Where the Client intends to undertake any commercial exploitation activity under Clause **Error! Reference source not found.** it shall inform the Project Officer immediately; at such time an invoice for the appropriate fees for commercial exploitation shall become due:

[REDACTED] (ex VAT) for Primary Media Rights

[REDACTED] (ex VAT) for Secondary Media Rights

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

3. ADDITIONAL COSTS UNDER AMENDMENT 1 V2 DATED 31ST AUGUST 2022

a. The Client will pay [REDACTED] (Ex VAT) as a result of Amendment 1 V2 dated 31st August 2022, being issued.

b. The Client shall interview a maximum of 30 Authority personnel in London during the weeks commencing 5th Sept 2022, 12th Sept 2022 and 19th Sept 2022. In order to enable the interviews, the Client shall liaise with interviewees, prior to travel, to ascertain the most cost effective travel and subsistence arrangements. This includes, but not limited to:

- The Client shall be required to arrange and pay for all relevant travel by train and necessary overnight accommodation in a min of 3* hotel where daily travel cannot be achieved.
- The Client shall reimburse interviewees for all reasonable and pre-approved travel and subsistence, within 30 days from production of valid receipts.
- The Client shall provide light refreshments for interviewees on the day of their interview.

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- The Client shall reimburse interviewees for all reasonable and pre-approved travel and subsistence, within 30 days from production of valid receipts.
- The Client shall provide light refreshments for interviewees on the day of their interview.

4. ADDITIONAL COSTS UNDER AMENDMENT 2 V2 DATED 9TH DECEMBER 2022

a. The Client will pay [REDACTED] (Ex VAT) as a result of Amendment 2 V2 dated 9th December 2022, being issued.

b. The Client shall carry out observational filming as detailed below with dates to be confirmed with the Project Manager:

- Access to filming at Colchester garrison with dates to be agreed between the Project Manager and Colchester Garrison.
- Access to filming at RAF Brize Norton, as detailed below, with dates to be agreed between the Project Manager and the Brize Norton MCO.
- 3 hours general shots on the ramp of the C-17
- 1 hour general shots in the passenger area of the C-17
- 1 hour general shots in the flight deck of the C-17
- 1 hour general shot in the flight deck of the A400M
- 1 hour general shots in the flight deck of the C-130
- Availability of Wg Cdr for B-roll footage purposes as agreed with the Project Manager.



ARMY COMMS
EVACUATION DOCUMENTARY

JULY 2023

"MUST-SEE"
THE SUN

"SEARING AND EMOTIONAL"
DOCFEST

"VISCERAL"
RADIO TIMES

EVACUATION

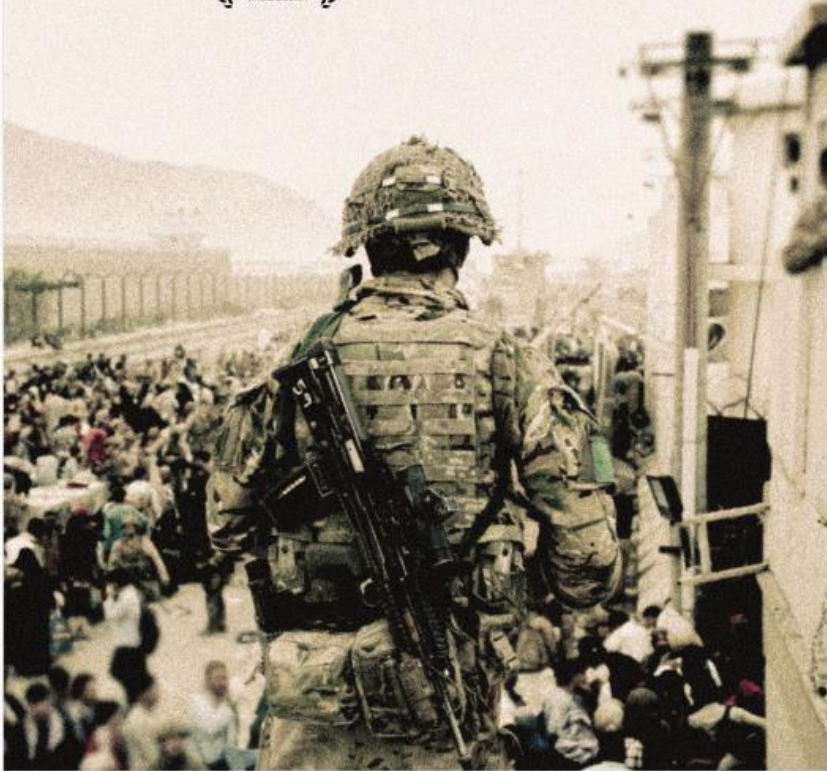
A DOCUMENTARY MILITARY THRILLER

A WONDERHOOD STUDIOS PRODUCTION FOR CHANNEL 4. COMPOSER VINCENT WATTS. ARCHIVE PRODUCER ALEX BOOTH. PRODUCTION COORDINATOR ANDREY KHYOSTOV. PRODUCTION MANAGER CASEY MCCONNELL. HEAD OF PRODUCTION LIANNE HICKEY. MANAGING DIRECTOR SUSIE BARK. COLONEL POST VICKI MATICH. SOUND SUPERVISOR AND RE-RECORDING MIXER GREG GETTENS. RESEARCHER SHABNAM KARIMZADA. PRODUCERS JECICA POWELL YASHMINE PERMAUL. DIRECTOR OF PHOTOGRAPHY LUKE MENGES. EDITORS SAMUEL R. SANTANA, ADAM ROBINSON. EXECUTIVE PRODUCERS FOR WONDERHOOD STUDIOS KATHARINE PATRICK, SAMANTHA ANSTISS. SERIES FILMED, PRODUCED AND DIRECTED BY JAMES W. NEWTON.

wonderhood Studios

4

Sheffield 2023 DocFest OFFICIAL SELECTION



STREAM OR WATCH LIVE OVER THREE NIGHTS
STARTS SUNDAY 2 JULY, 9PM

Channel 4 Documentary
2 – 4 July 2023

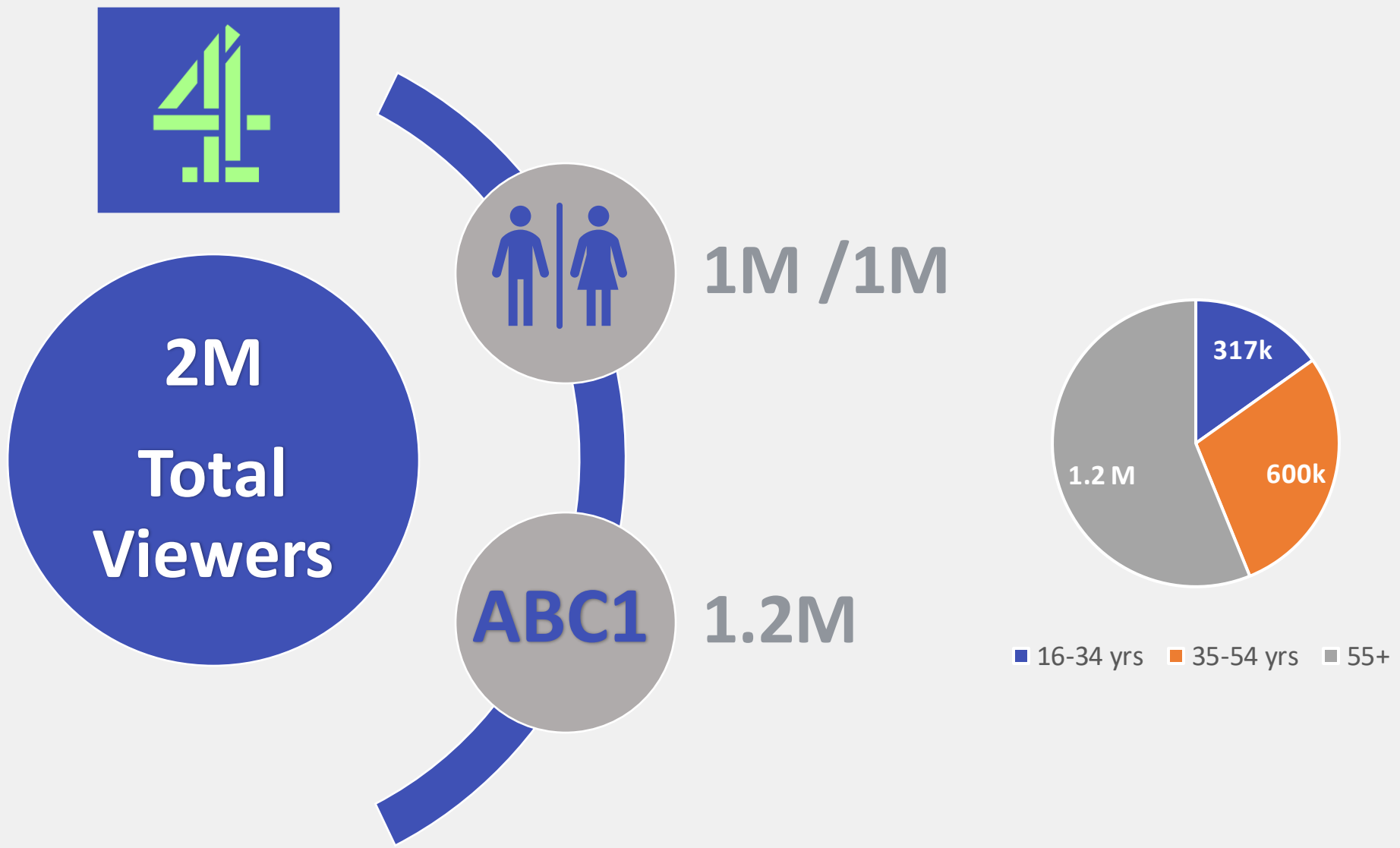
Key messages

- Assist Defence explain, from our own viewpoint, its contribution during the evacuation from Kabul of 15,000 civilians, a mixture of British nationals and eligible Afghans;
- Enhance the reputation of Defence across the five main communication audiences – Allies respect us; Adversaries fear us; Government values us; Society is proud of us and the Best serve with us;
- Illustrate Joint and Allied Interoperability;
- Illustrate our contribution to Global Britain;
- Highlight the excellent opportunities for a rewarding career in Britain's Armed Forces and the MOD's civilian component;
- Illustrate the professionalism of Britain's Armed Forces and MOD civilians;
- Highlight that British Armed Forces training provides personnel with the right mind and skill set to face the unique challenges they are called upon to perform by the British Government and society;
- By association, illustrate the Armed Forces Values and Standards of Courage, Discipline, Respect for Others, Integrity, Loyalty and Selfless Commitment;
- Illustrate, again by association, the place of merit, rather than any other influence, when gauging the worth of individuals for a career in the Armed Forces;
- Contribute to the Government's Build Back Stronger agenda.

In regard to C4 – a more youth focused channel than some:

Recent DDC polling shows that existing Defence documentaries are currently not reaching under 35s and those from a BAME background. Channel 4 reaches a traditionally younger audience with 16-34-year-olds watching it more than any other commercial broadcaster. Channel 4 also grew its audience share amongst ethnically diverse viewers in 2020. DDC polling shows that 16-34s also have less knowledge of the UK Armed Forces (28% say they know a lot/fair amount vs. 37% of those aged 35+). 21% of 16-34s also did not know enough about the situation in Afghanistan to make a decision on the withdrawal (vs. only 10% of those aged 35+). Consequently, this bid does present an opportunity to reach an audience less familiar with the situation in Afghanistan as well as Defence in general.

C4 Consolidated Viewing Figures



Consolidated figures (overnight and on demand combined) from BARB (Broadcasters' Audience Research Board)

84% of viewers claimed they learnt something new from watching the docuseries.

“[I learnt about] the emotional trauma of those in the military. It reinforced my belief in their integrity and professionalism. I empathised (as far as a civilian can) with what they were faced with”
55-64

“The full story of the evacuation. Although I had followed it on the news it was short disjointed reports and this really conveyed the full story and the absolute terror and fear”
45-54

44% stating that they’ve been motivated to find out more on the subjects raised in the documentary.

Spotlight on perceptions of Military/ Army personnel



82% of viewers agreed Evacuation highlighted the importance of the army/ military. **With 79% stating they finding members truly inspiring**

“This documentary brought the modern military into our living rooms. It was open, honest, hard-hitting, innovative, true, thought provoking, testing, and exceptional in its display of how caring our military are in peace keeping humanity situations. I loved it, I also believe strongly that this documentary and documentaries like it should be compulsory viewing for Secondary School students”

“How the military go above and beyond what is expected of them”

“It showed me what they go through and what there job involves”

“It was a shocking situation but I feel that the military behaved perfectly”



“The emotional trauma of the military. Reinforced my belief in their integrity and professionalism. I empathised (as far as a civilian can) with what they were faced with”

“It reinforces my view of the armed forces who don’t get the credit for all the humanitarian work they do”

Almost 6 in 10 viewers (57%) agreed they have an increased admiration towards the army/ military as a result of watching

82% stated that Evacuation made them realise what members of the army/ military put themselves through to keep everyone safe.

“It showed me what they go through and what their job involves”
45-54

83% believe more should be done to support members.

“It reinforces my view of the armed forces who don’t get the credit for all the work they do”
65-74

“How the military go above and beyond what is expected of them”
55-64



British Army Website



Most popular user age groups:

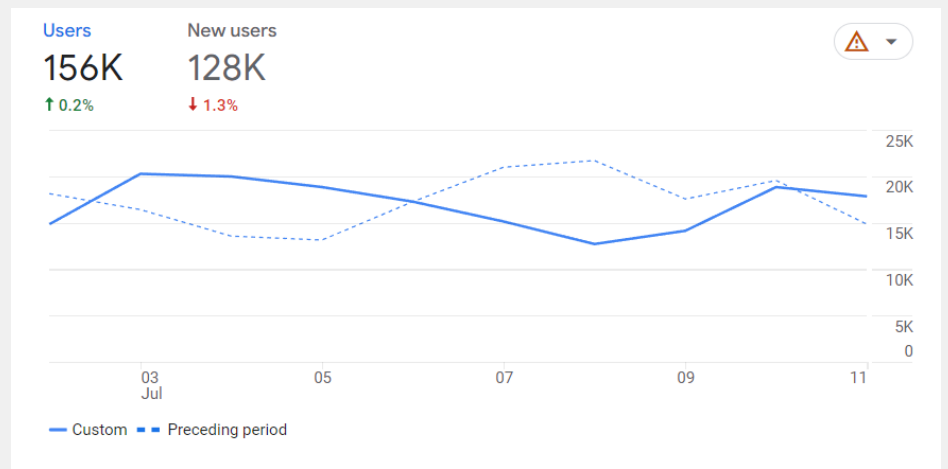
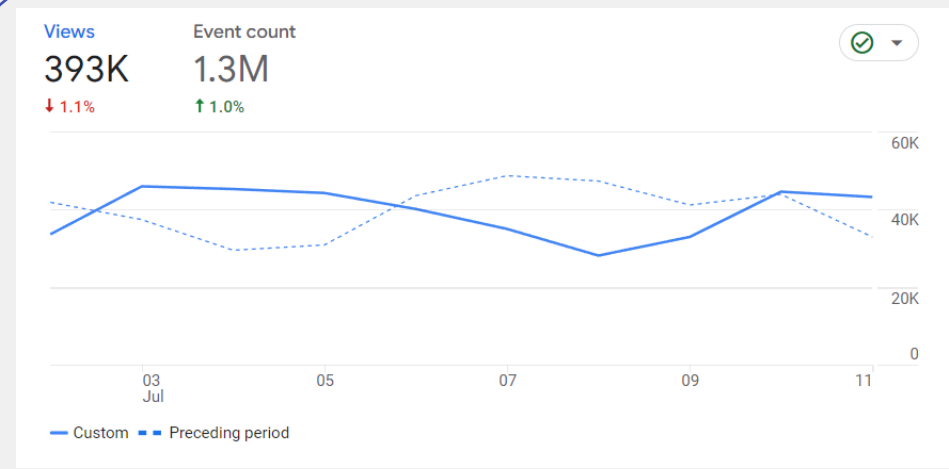
- 25-34
- 18-24
- 35-44

Male/Female visitors:

- 68%
- 32%

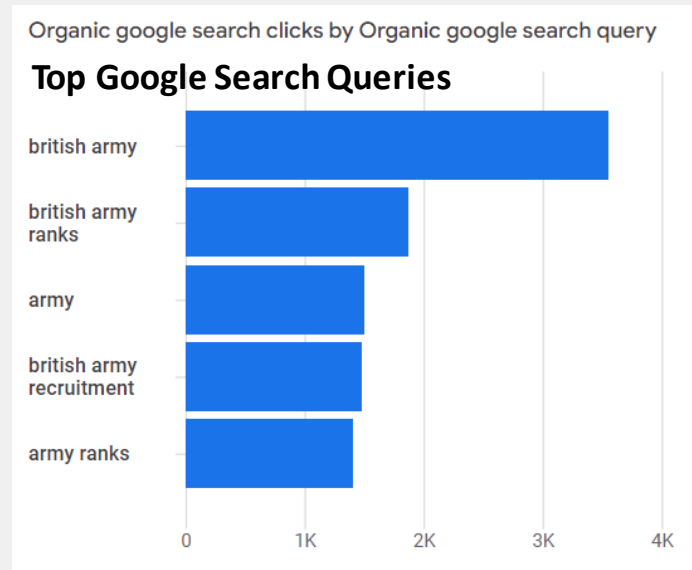
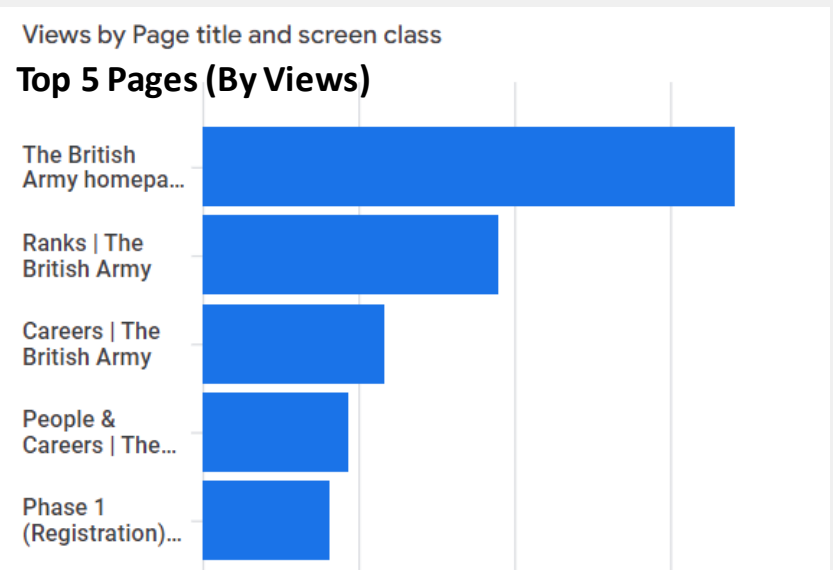
Top city where visit originated:

- UK
- USA
- Kenya



Compared to period June 22, 2023 to July 1, 2023

No evidence of increased views or users to our website during the period.



Parachute Regiment was the 11th highest search click in the period.



The Guardian- 5 Stars

“an astonishingly vivid picture of Kabul’s terrifying fall... It’s some of the most shocking TV you will see this year.”

<https://www.theguardian.com/tv-and-radio/2023/jul/02/evacuation-review-an-astonishingly-vivid-picture-of-kabuls-terrifying-fall>

Telegraph- 5 stars

“an excellent film... in which those involved speak with honesty and clarity about an experience that clearly left an indelible mark.”

The Daily Mail- 5 stars

“the first of a superb three part documentary...unmissable account...The stories that emerged were breath-taking, both for the matter-of-fact courage shown and for the sheer lack of planning by Western politicians.”

The Times- 4 stars

“James W Newton’s series took you right inside the chaos, providing a gripping blow-by-blow account of the efforts to evacuate British nationals and eligible Afghans... this gut-wrenching series.”

I News- 4 stars

“Channel 4’s vividly compelling and often horrifying three-part series... This exclusively British eyewitness account brought these terrible events home clearly and forcefully.”

Metro- “powerful docuseries”

<https://metro.co.uk/2023/07/02/evacuation-viewers-traumatised-by-harrowing-scenes-of-afghans-fleeing-19053458/>

“An extraordinarily frank, grimly honest account” - **Sunday Telegraph**

“Just occasionally, a documentary series makes you stop and rethink what you know of the world. Evacuation, three unforgettable films about the chaotic airlift of British citizens and troops from Afghanistan as the Taliban re-entered Kabul in August 2021 , is one such series” “Over three nights this week, this compelling documentary series tells the story of the evacuation of Kabul in August 2021” -**Sunday Times**.

In addition, online articles:

LCpl David Mitchell’s interview with **Metro**

<https://metro.co.uk/2023/07/02/soldier-on-being-nearly-crushed-to-death-in-afghanistan-evacuation-19049488/>

Mail Online a story on ep3: “British soldiers reveal scenes of mayhem as they destroyed equipment worth billions to stop it falling into enemy hands as Kabul fell to the Taliban”

<https://www.dailymail.co.uk/news/article-12253791/British-soldiers-reveal-scenes-mayhem-destroyed-equipment-worth-billions-Kabul-fell.html>

THE TIMES

The must-see TV series that tells the truth about war

The evacuation of Kabul is revived in an extraordinary new documentary, says **Damian Whitworth**

The Guardian Newspaper of the year

Review

Evacuation review - an astonishingly vivid picture of Kabul's terrifying fall

★★★★★



Images that nobody watching this programme will forget ... Evacuation, Channel 4. Photograph: Channel 4

This tale of the scramble to escape from Kabul airport - as told by the British military - will leave you with a thousand-yard stare. It's some of the most shocking TV you will see this year

The thousand-yard stare has become a documentary trope: interviewees, only semi-aware that they're being recorded because they're not answering a question at that moment, are caught gazing into space, thinking about the experiences they're here to discuss. Lost in their thoughts, their defences down, they let us see how they really feel.

It can be a cheap trick, but it's seldom been more justifiably and effectively used than in Evacuation, a three-part recollection of British armed forces' efforts to rescue British citizens and selected Afghans from Kabul after the Taliban regained control of the city in August 2021. Backed by Ministry of Defence footage and some stunningly immediate smartphone pictures, service personnel who were involved tell the story. Every one of them ends up distant and glassy-eyed at some point as they re-live the horror. Episode one is mostly scene-setting but by the end of it, we're wearing thousand-yard stares at home, having seen one of the most shocking sequences any documentary will show this year.

Brave effort but Kabul exit left a lot to be desired

I HAVE no idea why we couldn't have done more to stop America withdrawing pretty much overnight from Afghanistan and leaving many hundreds of thousands of pro-Western Afghans in the lurch, prey to the resurgent Taliban. I understand the war was not won - how could it be - but simply dumping the country like an embarrassing relative as we did in August 2021 wasn't on.

The recent Channel 4 documentaries on the withdrawal, with images like this rescue plane full of refugees, show just how close it came to descending even further into chaos and murder as British armed forces worked tirelessly to evacuate whom they could from Kabul. There were suicide bombings, shootings and panic... but they held the line.

My admiration for brave men and women serving, I don't dispute at the time, and some of the people making also rose to the occasion. At the same time, some of the actions against the Taliban were not fought as bankers.

I basically took a sixth-form field trip to Kabul

Mail Online

Mail Online Videos

Channel 4's Evacuation tells the daring story of 2021 Kabul

Video: SARAH VINE'S My TV Week: A humbling reminder hell on earth

This three-part documentary takes us to the heart of the crisis in a unique account, told from the point of view of the armed forces deployed to oversee the evacuation of British civilians, and some of the Afghan...

Share this video: Video: Channel 4's Evacuation tells the daring story of 2021 Kabul evacuation

By Eleanor Steafel 2 July 2023 · 10:00am

THE SCOTTISH Sun

TV Gold

THE only shows that actually merited the description TV Gold this week were Netflix's joyful Wham! documentary and Channel 4's Evacuation, which laid bare Britain's hasty Afghanistan withdrawal without the intrusion of any political spin.

Mercifully, it was devoid of the usual tearful, hand-flapping theatrics that have ruined many a TV show as well.

Instead, the three-part documentary told the story through original footage and witness statements from a few lucky evacuees and British military personnel, whose stoicism was matched by their natural economy of words and gift for the understatement, which spelled out the true, chaotic horror of the Evacuation via men like Gaz, a Sergeant Major with the Parachute Regiment, who simply said: "It was no sort of Butlin's playground, was it."

If you haven't already, watch Evacuation on Channel 4's catch-up service.

The Telegraph

'If we get overrun now, I'm dead': the RAF aviators scarred by the Kabul airlift

As a new documentary about Operation Pitting airs, Squadron Leader Diana Bird recalls her traumatic mission memories

By Eleanor Steafel 2 July 2023 · 10:00am

SARAH VINE'S My TV Week: A humbling reminder of hell on earth

By SARAH VINE FOR WEEKEND MAGAZINE
PUBLISHED: 22:30, 7 July 2023 | UPDATED: 01:10, 9 July 2023

Share icons: Facebook, WhatsApp, Twitter, Email, Print, etc.

EVACUATION

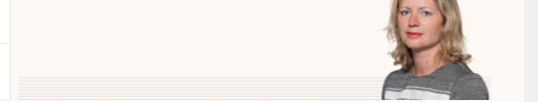
Channel 4

Rating: ★★★★★

Really have I watched anything as moving or affecting as this documentary, about evacuation from Kabul by British troops.

No, Caitlin Moran: men do talk about their feelings - and birthday parties, and plaits

Gaby Hinsliff



Even Channel 4's harrowing recent documentary *Evacuation*, telling the story of Britain's chaotic retreat from Afghanistan in 2021 through emotional interviews with those on the ground, portrayed male soldiers and airmen as only friends and family will previously have seen them: haunted by the people they couldn't airlift out in time, voices breaking as they recalled children the same age as their own children caught up in the desperate scramble to escape. "We all cried," said a padre, describing his attempts to help young paratroopers process a particularly grim day. For a film this exposing to be made with the Ministry of Defence's full cooperation confirms a sea change in military attitudes to mental health, recognising that - as the veterans' minister and ex-soldier **Johnny Mercer** has said of his own struggles with depression - "speaking openly helps" and normalising officers doing so makes it easier for everyone to follow suit.

Review

The week in TV



The roughest viewing of the week, running over three nights, was James Newton's Channel 4 docuseries *Evacuation*. It tells the story of British troops flying UK citizens and eligible Afghans out of Kabul as the country fell under Taliban rule in August 2021.

Assorted military personnel relate the excruciating events: of panicking crowds flocking to the airport; of families standing in sewage trenches for days in roasting heat in the hope of escape; of devices exploding and severed wrists being found with Casio watches still attached; of desperate people clinging to the side of a plane as it takes off, only to inevitably, sickeningly, fall.

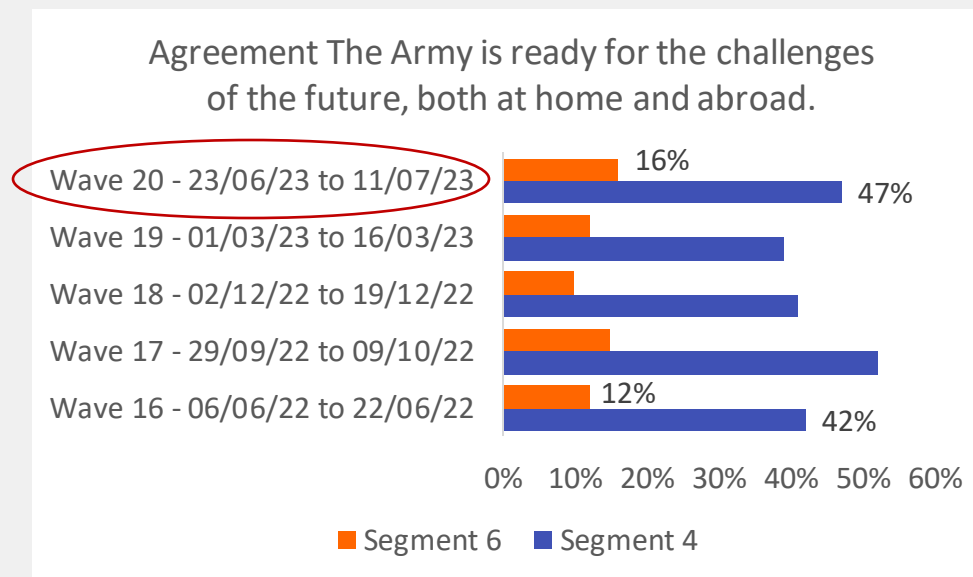


Channel 4's *Evacuation* explores 'those final terrible days on the ground' in Kabul, 2021, Ministry of Defence. © Crown Copyright 2021. Photograph: Channel 4

There's scant relief from the roiling darkness (a baby is born, but into what?). While you get a keen sense of Westminster incompetence, this is about what happened during those final terrible days on the ground. The military personnel talk of what they did, who they helped, who they had to leave behind, sometimes with tears in their eyes. When Diana, an RAF police squadron leader, mentions a "PTSD stone" she uses to remind herself she's no longer there, there's a fleeting insight into the immense psychological toll.

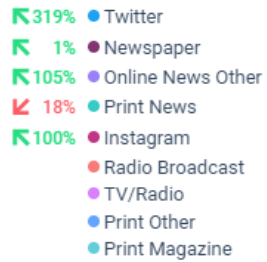
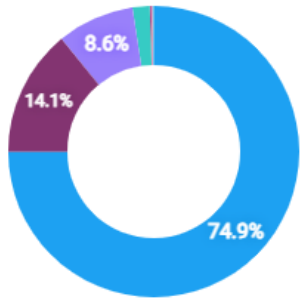
Evacuation is extremely military-centric, understandably so, but the series would have benefited from featuring a few more civilian voices and experiences. Still, here is a "talking history" of the recent past told skilfully, with brutal simplicity. The visceral stories and raw images linger, flickering, in the mind for days.



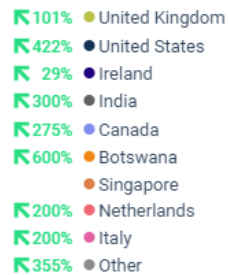
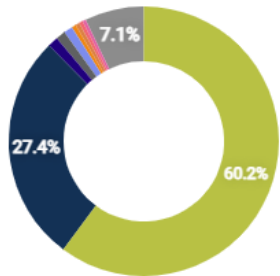


The Fieldwork for Wave 20 was conducted online from the 23rd June – 11th July 2023, which was within the same time as the documentary broadcast. Both segment 4 and 6 saw significant increases in agreement that ‘The Army is ready for the challenges of the future, both at home and abroad’ when compared to the previous quarter (March 2023) and the previous year (June 2022). We cannot prove any causation, but we do know that Segment 4 and Segment 6 would be more likely to read the Guardian. Segment 4 watch documentaries, they like to see us working ethically together and segment 6 are interested in humanitarian topics.

SHARE OF MEDIA TYPES



SHARE OF COUNTRIES/REGIONS



- High proportion of results on Twitter.
- 60% of the conversation took place in the UK, 27% in the USA and lower coverage in other countries
- Covered in most national newspapers, with most engagement for The Guardian.

TOP INFLUENCERS SITE (BY ENGAGEMENT)

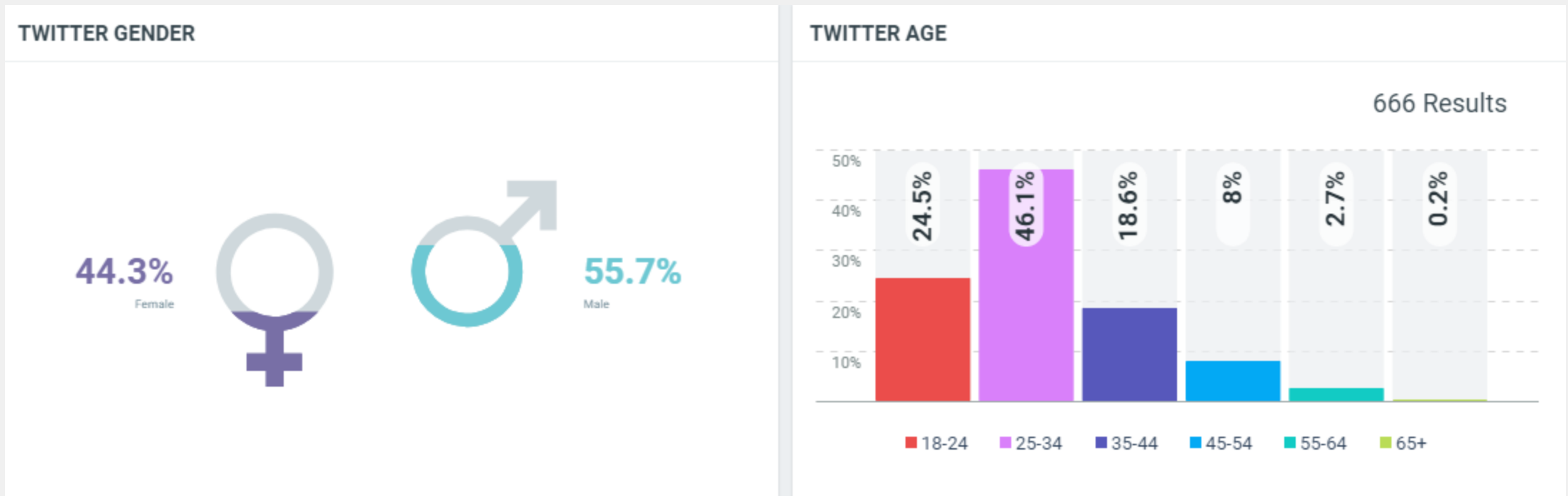
Influencer	Network	Posts
www.theguardian.com	Global	5
www.channel4.com	UK	1
www.telegraph.co.uk	Global	3
www.standard.co.uk	UK	2
www.forces.net	Global	1
metro.co.uk	UK	2 ↑100%
www.dailymail.co.uk	UK	5 ↑400%
www.independent.ie	UK	1 ↓-50%
www.independent.co.uk	UK	1
www.hetflix.com	Global	2

TOP INFLUENCERS AUTHOR (BY ENGAGEMENT)

Influencer	Network	Posts
Supertanskiii ✓ @supertanskiii	Twitter	1
gaby hinsliff http://www.theguardian.com/	UK	1
TheParachuteRegiment @TheParachuteReg	Twitter	1
16 Air Assault Brigade Combat ... @16AirAssltBCT	Twitter	3 ↑50%
documentaries http://www.channel4.com/	UK	1
jack seale http://www.theguardian.com/	Global	1
Adrian Gosling @digitalsunshine	Twitter	1
tim adams http://www.theguardian.com/	Global	1
christinalamb @christinalamb	Twitter	1
suzanne moore @suzanne_moore	Twitter	1

Twitter Demographics

Filtering by Twitter only, comparatively even gender split and top age group 25-34 (which is the normal top age group for the channel).



11 January 2022

From: [REDACTED]

Ministerial Note: [REDACTED] documentary bid**Issue**

1. To update SofS on a documentary bid from Wonderhood studios for Defence partnership in a Channel 4 documentary on [REDACTED]

Recommendation

2. SofS is invited to review the documentary bid and **agree** to Option A.

Option A - Defence agrees to partner with Wonderhood Studios in this documentary and provide a sizable amount of access to a broad pool of serving personnel from each service.

Option B - Defence declines to partner with Wonderhood Studios but will remain in dialogue with the documentary makers to ensure accuracy.

DDC recommend **Option A**, due to the benefits outweighing any potential risks. There is also the possibility Channel 4 will decide to make a documentary anyway without Defence participation, we would then have limited scope with which to influence the production. Although the situation is likely to deteriorate in Afghanistan, and the political backdrop will remain difficult, the Armed Forces participation in the operation was a success and one we should be proactive in highlighting, especially to younger audiences.

Timing

3. Routine – Defence has been asked to accept or decline the bid by mid-January.

Background

4. As this is a documentary bid on a high-profile operation requiring a high level of Defence cooperation, DDC wishes to update SofS with summarised details of the pitch and set out potential risks. [REDACTED]
5. Channel 4's Senior Commissioning Editor for Documentaries and representatives from Wonderhood Studios held a meeting with Army Comms leads to discuss the pitch for producing a multi-part documentary on [REDACTED] Army reps explained that any documentary should be pan-Defence and include relevant force elements from RN and RAF.
6. Producers have assured Army Comms and DDC that any documentary would be produced with a supportive non-political angle and would comprise a series of accounts (with archive footage) of the operation seen through the eyes of personnel who participated in it. The documentary makers do not wish to travel to Afghanistan meaning this would be a low maintenance partnership for Defence. A copy of the pitch document can be seen at Annex A.
7. Wonderhood Studios have worked with public sector organisations before including MOJ, the NHS and the Army. The lead producer for the proposed documentary would be an

individual who worked with the Army on a BBC2 collaboration entitled *Army: Behind the New Frontlines* broadcast in 2017. This production focused on what the Army were doing post [REDACTED] highlighting [REDACTED] and [REDACTED] and included an interview with former CDS, Gen Sir Nick Carter. The Army were pleased with the result which they considered a high-end production and a well-informed illustration of what was decided during pre-production. The politics surrounding the end of [REDACTED] was (as promised) not focused on.

8. Recent DDC polling shows that existing Defence documentaries are currently not reaching under 35s and those from a BAME background. Channel 4 reaches a traditionally younger audience with 16-34-year-olds watching it more than any other commercial broadcaster. Channel 4 also grew its audience share amongst ethnically diverse viewers in 2020. DDC polling shows that 16-34s also have less knowledge of the UK Armed Forces (28% say they know a lot/fair amount vs. 37% of those aged 35+). 21% of 16-34s also did not know enough about the situation in Afghanistan to make a decision on the withdrawal (vs. only 10% of those aged 35+). Consequently, this bid does present an opportunity to reach an audience less familiar with the situation in Afghanistan as well as Defence in general.

Risks and mitigation

9. There are a number of risks involved in this potential partnership for Defence. Further opinion has been canvassed across Defence and PJHQ has set out the below concerns:
 - a. [REDACTED]
10. The news environment is still dominated by stories of those the UK (and others) have left behind who are now being targeted by the Taliban. Further high-profile scrutiny of the UK Govt's reaction [REDACTED] has resulted in recent negative media coverage. It remains possible these elements will be covered by the documentary. [REDACTED]

Next steps

11. If the decision is taken to partner with the production company in the manner they have requested, [REDACTED] endorsement will be sought.

[REDACTED] DDC [REDACTED]

[REDACTED] [@mod.gov.uk](mailto:[REDACTED]@mod.gov.uk)



Annex A – The Pitch document document

Editorial Vision: This landmark factual series broadcast in a primetime 9 p.m. slot on Channel 4, will tell the extraordinary story of how- in just 14 days– the men and women of The British Army and Air Force personnel rescued over 15,000 civilians from Kabul in some of the most challenging and complex conditions our armed forces have ever experienced.

Entering a nation in the state of collapse, in the face of hostile threats from The Taliban and ISIL, during extreme summer heat and in the middle of a global pandemic, The British Army mounted its largest evacuation and humanitarian aid operation since World War Two.

Setting The Narrative: Before the history books are written, and other documentaries are made, this is the opportunity for the armed forces to tell the story of [REDACTED] from its own viewpoint. We know that other broadcasters are preparing their own films about this event (without MOD support), but this will be the version where we understand this momentous event from the Army's own perspective.

The Soldiers' Point of View: This is not a current affairs series, nor does it have a political agenda. Our series will focus on the soldiers' experiences on the ground and will offer The British Army, at every rank, a voice to tell their own story, in their own words.

We will unpack the human acts of bravery, resilience, and professionalism of the soldiers who faced unimaginable levels of human desperation and worked in a tinderbox environment where pressurised decision-making saved lives.

Human Stories: There are an abundance of powerful and moving stories we will tell. From the British Army Medics who dealt with trauma injuries caused by panicked crowds and cared for babies separated from their parents, to the soldiers who ran into the face of danger to assist American soldiers and Afghan civilians who had been injured by the horrific ISIL suicide attack.

The Logistical and Strategic Planning: We will showcase the huge logistical planning and innovative strategic thinking that lay behind Operation Pitting. This will include the Military personnel at PJHQ and the soldiers at Abbey Wood who co-ordinated the delivery of 30,000 litres of water a day, food for 5,000 people and distributed 3,600 bottles of baby milk. We will show how senior officers '*thought out of the box*' as The British Army were the only coalition force to cross Taliban lines in Kabul to ensure the safe passage of Afghan nationals, British civilians, and international aid workers.

Series Structure: We will piece together these extraordinary stories minute by minute, day by day, weaving the testimony of British Soldiers with archive and footage captured by MOD camera teams.

Access: We envisage that The British Army will lead the series and we will seek your guidance about how we include the important roles The RAF and The Royal Navy also played throughout those 14 days.

Why Wonderhood Studios? The award-winning senior creative team at Wonderhood Studios has extensive experience of working in collaboration with major government departments – including The Ministry of Justice, The NHS, leading global enforcement agencies and The British Army. Our team worked in partnership with The British Army on access documentaries– including BBC2's '*Army: Behind the New Frontlines*', ITV's '*Her Majesty's Cavalry*' and C4's '*British Army Girls*'. We understand how

the Army works and the important relationships you need to maintain with Whitehall departments and overseas governments and forces. We will navigate any international sensitivities with you collegiately and hand-in-hand.

Why Channel 4? Channel 4 is multi-awarding producer of factual television and is Britain's youngest skewing public service broadcaster. C4 reaches more 16-34-year-olds than any other commercial broadcaster. 22 of the top 25 young-skewing programmes in 2020 were shown on Channel 4.

All4 Reach and Diversity: 80% of all 16–34-year-olds in the UK have a registered account on All 4 - including 5.1 million 16 to 24-year-olds. Channel 4 grew its audience share amongst ethnically diverse viewers in 2020, to the reach the highest levels in nearly a decade.

C4's Social Media Reach: C4 Documentaries are promoted across all their platforms and has a huge audience reach via their social media platforms including Snapchat, TikTok, Instagram and Facebook. Channel 4 is the biggest UK channel on Facebook for global views. It achieved over 11 billion social views in 2020 and reached over 90% of UK 18-34s.

Changing Public Perceptions: C4's audience research shows that almost two thirds of viewers who watched the factual series '*24 Hours in Police Custody*' said the series increased their confidence and trust in the police force. Also, over 50% of viewers said the series made them want to consider a job in the police as a career. More recently, 79% of viewers of C4's & Wonderhood Studios' series '*Baby Surgeons*' said they now have an increased admiration towards NHS Staff.

Summary: Operation Pitting demonstrates the essential role The British Army plays in protecting British interests abroad and at home. It highlights how The British Army in the 21st Century can operate anywhere in the world at short notice to solve unfolding humanitarian crises and tackle complex global security threats.