



DEPARTMENT OF THE AIR FORCE
SECRETARY OF THE AIR FORCE OFFICE OF PUBLIC AFFAIRS

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force-1997)**

The United States Department of Defense (hereinafter referred to as "DoD"), acting on behalf of the United States of America, hereby agrees with Metro-Goldwyn-Mayer, Inc. and EON Productions Limited and Eon Studios, 29-33 Frogmore, Park Street (postal address P.O. Box 007, St. Albans, AL2 2UA) UNITED KINGDOM, (hereinafter referred to as "the production company"), subject to the provisions herein, for the assistance itemized in Attachment 1, to be rendered in conjunction with the production of the feature film known at this time as "Tomorrow Never Dies," aka "Bond-18."

LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF "TOMORROW NEVER DIES" (See Attachment 1)

This agreement is subject to immediate revocation due to non-compliance with the terms herein, with the possible consequence of the temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project.

It is agreed between DoD and the production company as follows:

1. The DoD Project Officer, Mr. (b)(6), GS-13, Chief Motion Picture/TV Liaison, Secretary of the Air Force Office of Public Affairs-Western Region, 11000 Wilshire Blvd, Suite 10114, Los Angeles, CA 90024, is the official on-site DoD representative responsible for ensuring that the terms of this agreement are met. The DoD Project Officer will be present each day that the U.S. military is being depicted during the production phase. The production company agrees to consult with the DoD Project Officer in all phases of pre-production, production, and post-production that involve and/or depict the U.S. military.
2. DoD approved military assistance as in the best interest of the DoD, based on the Feb 19, 1997 version of the script and subsequent changes to scenes 248B, 248C and 248D which were faxed to the project officer by the production company 26 March 1997. The production company must obtain, in advance, concurrence from DoD for any subsequent changes to the military depictions made to either the picture or the sound portions of the production before it is exhibited to the public. The production company agrees to advise the DoD Project Officer of these changes, including those that may be made during post-production.
3. The operational capability and readiness of the armed forces will not be impaired. Unforeseen contingencies affecting national security or other emergency circumstances such as disaster relief may temporarily or permanently preclude the use of military resources.

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force-1997)**

4. There will be no deviation from established DoD safety or conduct standards. Such standards and compliance therewith will be coordinated by the DoD Project Officer. DoD agrees to provide the production company advance notice of such safety or conduct standard, upon request by the production company.

5. All DoD property or facilities damaged or used by the production company in connection with the production will be restored by the production company to the same or better condition as when they were made available for the production company's use.

6. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the military assistance rendered for "Tomorrow Never Dies."

a. DoD agrees to provide statements of charges assessed by each installation or DoD component providing assets to assist in the production within 45 days from the end of the month in which photography is completed. Reimbursements are to be restored to each specific account from which they are drawn to assist the production.

b. The production company will be charged for only those expense that are considered to be additional costs to DoD in excess of those that would otherwise have been incurred, such as fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment. The production company will also be charged with the travel, lodging, and per diem expenses for the DoD Project Officer, Special Assistant for Audiovisual and any assigned technical advisor.

7. As further conditions of DoD assistance, the production company agrees:

a. To indemnify and hold harmless DoD, its agencies, officers, and employees, against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of "Tomorrow Never Dies;" but shall not in any event indemnify or hold harmless the DoD, its agencies, officers/or employees from and/or against any claims arising from defects in DoD property and/or negligence on the part of the DoD, its agencies, officers and/or employees;

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force-1997)**

b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved; and

c. To provide proof of adequate industry standard liability insurance, naming the U.S. Air Force, RAF Lakenheath, UK and RAF Mildenhall, UK as an additional insured;

d. The policies listed on the Acord Certificate of Insurance dated April 15, 1997 for \$10,000,000 are deemed adequate for the foregoing purposes.

8. Further, the production company will:

a. Not damage or impair the appearance of DoD property;

b. Not carry onto DoD property any narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage, or alcoholic beverages without prior coordination with the DoD Project Officer;

c. Not carry onto DoD property any real or prop firearms, weapons or explosives, or any special effects devices or equipment which cause or simulate explosion, flashes, smoke, flares, fire, loud noises, etc. without prior approval from the DoD project officer.

d. Comply with all local, state, and federal environmental laws including, but not restricted to, the use of hazardous materials.

9. For any additional military assistance requirements beyond those previously identified in the DoD Requirements List, the production company must obtain prior approval from the DoD Project Officer, who will coordinate such requirements with DoD and the military component(s) involved.

10. Footage shot with DoD assistance and DoD Footage released for this production will not be reused for or sold as stock footage for use in other productions without DoD approval. The foregoing shall not prohibit the production company from exploiting the production in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, home video and theme parks) or from using clips in promotional material relative thereto.

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force-1997)**

11. The production company agrees to screen military footage for the DoD Project Officer, to review edited military sequences with the DoD Project Officer, and to provide the DoD Project Officer with a viewing of the roughly edited, but final version of the production at a stage in editing when changes can be accommodated, but only to the extent required to allow the DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequence approved by the DoD. The production company will also provide an official DoD screening of the completed production in Washington, DC, prior to public exhibition. An alternative screening location may be authorized by DoD, in negotiations with the production company, but the production company will be expected to pay the travel expenses incidental to attending the screening by the DoD Project Officer and Special Assistant for Audiovisual.

12. The production company agrees to place a credit in the film acknowledging the military assistance provided. Such acknowledgment(s) shall be in keeping with industry customs and practices.

13. The production company agrees to provide DoD with a minimum of 10 copies of still photos, posters, press kits, and other promotional materials for historical purposes in documenting DoD assistance to the production, and for possible news coverage in DoD-affiliated media.

14. The production company agrees to provide a minimum number of 10 videocassette copies of the completed production to DoD for historical purposes, when such videocassettes become available either for internal production company purposes or when they are distributed commercially. DoD agrees not to exhibit these productions, and to copy clips from them only for internal information purposes. DoD shall be responsible for actor or other third party clearances or payments required in connection therewith, if any.

15. Official activities of military personnel in assisting the production must be within the scope of normal military activities, with the exception of the DoD Project Officer(s) and assigned official Technical Advisor(s). Military personnel in an off-duty, nonofficial status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service regulations. In such cases, the following applies:

a. Contractual arrangements are solely between those individuals and the production company; however, payment should be consistent with industry standards;

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force 1997)**

b. Military personnel shall comply with customary standards of conduct regulations in accepting employment;

c. The production company is responsible for any disputes with unions governing the hiring of nonunion actors and extras;

d. While portraying military personnel in the production, these individuals will adhere to military standards of safety, bearing, and conduct. DoD has the right to terminate the employment in the event that disagreement regarding the military aspects of their portrayals cannot be resolved in negotiations between the production company and DoD within the 36-hour "cure period".

16. Should the production company desire, donations may be made to morale, welfare, and recreation funds of the military unit(s) providing assistance. These donations must be coordinated through the DoD Project Officer and the military components involved. Donations of this kind are not required and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance.

17. The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

18. This agreement consists of six pages and one attachment; each page will be initiated by the undersigned DoD and production company representative. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by the production company and any licensee or assignee ("Successor") of the production company, and DoD shall not have any right of action, including, without limitation, and right to injunctive relief against the production company or its Successors and/or any other party arising out of any use or non-use of said photography and/or sound recordings.

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies"-U.S. Air Force-1997)**

FOR THE DEPARTMENT OF
DEFENSE

(b)(6)

Signature/Date

4/17/97

Name of DoD Project Officer:

Mr. (b)(6) GS-13

Title: Chief, Motion Picture/TV Liaison

Address:

11000 Wilshire Blvd., Suite 10114
Los Angeles, CA 90024

FOR EON PRODUCTIONS LIMITED

(b)(6)

Signature/Date

Name:

(b)(6)

Title: Producer

Postal Address: EON Productions Ltd.

EON Studios
P.O. Box 007, St. Albans, AL2 2UA
UNITED KINGDOM

FOR MGM, INC.

(b)(6)

Signature/Date

4-17-97

Name: (b)(6)

Title: Vice President - Production
Metro-Goldwyn-Mayer Pictures, Inc.

Address:

2500 Broadway St.
Santa Monica, CA 90404

**U.S. DEPARTMENT OF DEFENSE
MOTION PICTURE AND TELEVISION
PRODUCTION ASSISTANCE AGREEMENT
(Feature Film "Tomorrow Never Dies-U.S. Air Force-1997)**

Attachment 1

UPON RECEIPT OF DOD, AIR FORCE, MAJCOM AND UNIT APPROVALS, MILITARY RESOURCES THE AIR FORCE WILL ATTEMPT TO PROVIDE IN SUPPORT OF "TOMORROW NEVER DIES" INCLUDE THE FOLLOWING:

1 MC-130 Special Operations aircraft at RAF Lakenheath and RAF Mildenhall, UK

1 MH-53J helicopter at RAF Lakenheath and RAF Mildenhall, UK

Access to five F-15 static aircraft (plus one being towed) on the tarmac at RAF Lakenheath, UK

MC-130 maintenance hangar at RAF Mildenhall, UK

17 Air Force Security Police personnel, including 3 with military working dogs

24 maintenance/ground crew personnel plus a few pilots

Approximately 40-50 Air Force personnel to appear as "extras"

Various ground equipment and vehicles as listed in Location Manager Mr. (b)(6)

(b)(6) 15 Apr 97 requirements letter

###