

U.S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DoD-[enter number]-[enter year]

The United States Department of Defense (DoD), acting on behalf of the United States of America, hereby expresses its intent, subject to the provisions herein, to provide to [enter name of production entity], hereinafter referred to as the “production company,” the assistance itemized in this Production Assistance Agreement (Agreement) in conjunction with the production of a [enter type of production; e.g., feature motion picture, television series] known at this time as [enter title of production or episode]. This Agreement expresses the terms under which DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States funding, nor should it be construed as a contract, grant, cooperative agreement, other transaction, or any other form of procurement agreement.

LIST OF MILITARY RESOURCES REQUESTED TO BE PROVIDED IN SUPPORT OF PRODUCTION [or “see Attachment 1”] The DoD will make reasonable efforts to provide the assistance requested in the request for production assistance, to the extent approved by DoD, and subject to the limitations contained herein.

This Agreement is subject to revocation due to non-compliance with the terms herein, with the possible consequence of a temporary suspension or permanent withdrawal of the use of some or all of the military resources identified to assist this project. In the event of dispute, the production company will be given a written notice of non-compliance by the DoD project officer. The production company will have a 72-hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the non-compliance has been cured or the 72-hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. If such Agreement is either suspended or terminated, the sole right of the Production Company to appeal such decision is to the DoD designee responsible for coordinating production assistance for entertainment media operations (“DoD Director of Entertainment Media”). The requirements in Department of Defense Instruction 5410.16 shall apply to this Agreement.

It is understood between DoD and the production company that:

1. The DoD project officer, [enter name of project officer], is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer or his or her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of [enter title of production]. The DoD project officer is the military technical advisor, and all military coordination must go through him or her. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involves or depicts the U.S. military.