|  |  |
| --- | --- |
| **Defence_inline** | **REQUEST FOR DEFENCE SUPPORT IN FILM, TELEVISION ANDOTHER PROJECTS** |

**Current version commencing: 1 JANUARY 2020**

*For your application to be considered, you must complete this Word document and**return it* ***signed*** *either as a scanned PDF document or original hard copy*. *No filming will be permitted until Defence has agreed in writing to provide assistance.*

|  |
| --- |
| **Type of Production (Tick One):****[ ] Feature film** **[ ] Documentary** **[ ] TV Series/Telemovie****[ ] Radio show** **[ ] Music video** **[ ] Fiction/non-fiction writing****[ ] Community service announcement** **[ ] Corporate video****[ ] Training/Industrial film** **[ ] Other (please specify):** *NB: Defence does not provide support to commercial advertisements or to student productions.* |
| **Application date:** **Title of production:****Name of organisation: ABN:** **Contact name:** **Position:**  |
| **Address:****Tel:** **E-mail and/or website:**  |
| **What is Required:** |
| **Filming location(s) requested (if applicable):** |
| **Requested time(s) and date(s):**  |
| **Anticipated broadcast or release date:**  |

**Evaluation Questionnaire**

Defence receives a large number of requests for support each year that place demands upon resources and/or have security implications. This limits the number of applications that can be supported. To assess your application, Defence requires the following information. Please provide:

|  |
| --- |
| 1. a concise description of the production;
 |
| 1. the history of the production;
 |
| (c) an explanation of how participating in this production will assist Defence in furthering its communications objectives and/or enhance its reputation ***(****refer to the* ***Key Defence Messages Summary*** *set out at the end of this Questionnaire)*; |
| 1. the rights and benefits being offered to Defence (e.g. copies of the production for its own usage, storyline integration, cross-promotion or talent deal);
 |
| 1. details of your target audience and how it might equate to Defence’s target audience;
 |
| (f) a brief background of your organisation’s experience in production delivery, your mission statement, and the long-term goals of the production or your organisation; |
| (g) information as to whether there is a business plan; whether financing has been sought or approved; whether the project has been pre-sold to a broadcaster or distributor? Please include copies of any Letter of Interest or similar documentation showing broadcaster/publisher/distributor interest; |
| (h) if this is a television, video or film production, will you be shooting in High Definition or Imax?Yes/No. |
| (i) is there a complementary internet strategy associated with this production in order to promote it? Please provide details:Web site [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Social media page(s) [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Videocasting site(s) e.g. YouTube [  ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Blogs(s) [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Podcast/iTunes trailer download [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Embedded advertising [ ]Subscription-based e-mail notification [ ] Push SMS [ ] Other [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (j) details of the production’s media exposure (e.g. ratings or circulation figures, signage, television/radio/print media advertising); |
| (k) the estimated value of all media exposure (comparable advertising rates are an acceptable measure); |
| (l) sponsor involvement involved in the program; details of any support requested from other organisations in both the private and public sectors. Please include instances of show sponsorship (*a.k.a.* advertiser-funded programming), product storyline integration, product placement, cross-promotion(s), and talent deals; |
| (m) the proposed method for evaluating the production’s success (e.g. ratings, circulation, box office figures); |
| (n) if you are seeking Defence imagery for marketing purposes, explain how its proposed use by you will fairly and accurately depict the business relationship between your company and Defence. ***(NB: imagery is NOT available for such purposes to companies that do not have a current business relationship with Defence or for responses to Requests for Tender)***. |
| (o) any other factors that Defence should consider when evaluating your submission.  |
| **Defence reserves the right to deny or revoke support at any time.****Where a production has been misrepresented, all support may be discontinued and possible legal redress considered.****If it is believed that the production has not complied with the terms and conditions of the attached Deed Poll either in whole or in part, Defence may seek legal and other remedies which include, but are not limited to, withdrawal of all support to the production, and/or monetary recompense, and/or injunction to prevent broadcast, screening, or sale/rental/giveaway across all media.****Defence does not provide support to commercial advertisements or student productions.****Defence does not provide financial assistance to avoid infringing the producer's editorial independence; however, the right of reply may be sought in some instances.****If you are requesting permission to film on location, include a copy of your liability insurance certificate showing coverage of $A20 million. This is a non-negotiable minimum set by Defence’s property management division and insurance area.****Please note the required indemnity contained in clause 7 of the attached Deed Poll.****Successful applicants may be required to enter into further written arrangements with Defence and/or the Department of Finance depending on the nature of the request. These may include a formal contract and/or a short-term hire agreement.****All requests are considered to be commercial-in-confidence, but are subject to the *Freedom of Information Act 1982* (Cth)**.**The covering front page, evaluation questionnaire and the Deed Poll form the whole of this application for Defence’s support. All pages must be returned together for your application to be considered.** |

**KEY DEFENCE MESSAGES SUMMARY**

**Mission**

The Defence mission is to defend Australia and its national interests.

Role

Defence’s primary role is to protect and advance Australia’s strategic interests through the promotion of security and stability; the provision of military capabilities to defend Australia and its national interests; and the provision of support to the Australian community and civilian authorities as directed by Government.

**Strategy**

Through the 2016 [*Defence White Paper*](https://www.defence.gov.au/WhitePaper), the Government has identified Australia’s strategic defence interests as:

* A secure, resilient Australia with secure northern approaches and proximate sea lines of communication;
* A secure nearer region, encompassing maritime South-East Asia and the South Pacific (comprising Papua New Guinea, Timor-Leste and Pacific Island countries); and
* A stable Indo-Pacific region and a rules-based global order.

Defence will continue to review how shifts in the strategic environment and advances in technology affect Defence’s capacity to achieve what Government and the Australian people expect of it. In response, Defence will make adjustments to strategy, resources and posture as required.

Values

Our employees conduct their duties in accordance with the Australian Public Service (APS) Code of Conduct, the APS Values, and the Defence and Service-specific values. The purpose of the *Defence Force Discipline Act 1982* is to maintain and enforce military discipline necessary for Australian Defence Force capability. These APS and ADF values and rules are the foundation for our work and govern the way we relate to our stakeholders and to each other. Without diminishing the ADF and APS values, specific Defence values have been established to provide a common and unifying thread for all people working in Defence. These values are:

1. Professionalism – striving for excellence in everything we do;
2. Loyalty – commitment to each other and Defence;
3. Integrity – doing what is right;
4. Courage – the strength of character to honour our convictions (moral courage) and bravery in the face of personal harm (physical courage);
5. Innovation – actively looking for better ways of doing our business; and
6. Teamwork – working together with respect, trust and a sense of collective purpose.

People

The Secretary of Defence and the Chief of the Defence Force lead Defence’s workforce, which includes: Australian Defence Force members of the Navy, Army and Air Force; and Australian Public Service employees.

The quality of our people is the foundation of Defence’s capability, effectiveness and reputation.

Defence is committed to a fair, inclusive and supportive work environment where our people can grow personally and professionally.

To maximise our capability; sustain the trust of Government, the Australian community and each other; we must take the best in our culture forward and hold to account those that do not meet our standards. We will build on the progress we have made over the past several years to foster a more inclusive culture, to be representative of the community we serve, and to drive high-performance at all levels.

DEED POLL

**DEFENCE SUPPORT IN FILM, TELEVISION AND OTHER PROJECTS**

This Deed Poll is made on (….INSERT DATE…) by:

(...INSERT NAME OF COMPANY AND ACN/ARBN AND ABN...) (‘**the Production Company**’) in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 (‘**the Commonwealth**’).

RECITALS

1. The Production Company is producing a programme entitled: [insert name of the work] (‘**the Production**’).
2. The Production Company seeks to receive or have access to information, personnel, facilities, premises or other material belonging to, or controlled by, the Commonwealth.
3. The Production Company agrees to receive the Commonwealth’s support (as proposed in the *Request for Defence Support in Film, Television and Other Projects* form) in accordance with the agreed terms and conditions of this Deed Poll (‘**Deed**’).
4. The Production Company agrees to receive the support only for the purposes approved in writing by the Commonwealth.

Operative Provisions

1. Acknowledgement
	1. The Production Company acknowledges and warrants that:
		1. all information provided to the Commonwealth in relation to the Production by the Production Company is true and correct in every particular, and no material or relevant information has been omitted; and
		2. its proposal, this Deed, any written permissions by the Commonwealth, and any executed Location Agreement (if applicable), will make up the entire agreement between the Production Company and the Commonwealth, and no external document or oral statement will be permitted in evidence to amend, alter or vary them.
2. Interpretation
	1. In this Deed, unless the contrary intention appears:
		1. headings are for the purpose of convenient reference only and do not form part of this Deed;
		2. the singular includes the plural and vice versa;
		3. a reference to a person includes a body politic, body corporate or a partnership;
		4. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action will be done no later than the next Working Day. For the purpose of this clause, ‘Working Day’ in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place;
		5. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
		6. a reference to a clause includes a reference to a subclause of that clause;
		7. the word ‘includes’ in any form is not a word of limitation; and
		8. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed.
3. Undertakings OF THE PRODUCTION COMPANY
	1. The Production Company acknowledges and agrees that:
		1. this Deed is for the benefit of the Commonwealth and is directly enforceable by the Commonwealth;
		2. the Production being supported will not disparage the Commonwealth (which includes the Department of Defence (‘**Defence**’) and Australian Defence Force (‘**ADF**’), and their personnel and policies) without providing the Commonwealth with the right of reply, which must be included in the final version and all subsequent versions of the Production regardless of the format or manner of publication;
		3. it will acknowledge the assistance of the Commonwealth (including Defence or individual ADF services) in the Production by the usual method of end credits or as mutually agreed;
		4. it will provide the Commonwealth with a preview copy of the Production, at a date to be discussed, prior to the air date (which may be subject to the company’s legal obligations to broadcasters and distributors);
		5. the Commonwealth may copy the Production in the service of the Commonwealth, and without charge, in accordance with section 183 of the *Copyright Act 1968* (Cth);
		6. any support provided is done so in accordance the *Australian Public Service Code of Conduct*, which is contained in the *Public Service Act 1999* (Cth);
		7. any confidential aspects of the support or arrangement may be subject to the *Freedom of Information Act 1982* (Cth) and does not apply to the disclosure of any information to the extent it is required to be disclosed by law, or court order, or for public accountability purposes;
		8. neither the Commonwealth (including Defence and the ADF) nor its personnel endorse the products or services of the Production Company or that of its sponsors, if any;
		9. it will not present the Commonwealth (including Defence and the ADF) as endorsing or supporting any product or service (which includes product or service promotion) or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted or otherwise expressed by or within the Production, without prior written consent from the Commonwealth;
		10. it will report any real, potential, perceived or emerging conflicts of interest to the Commonwealth immediately;
		11. the Commonwealth retains all intellectual property applicable to any Commonwealth material the Commonwealth supplies to the Production Company;
		12. it will in no way attempt to interfere with any business or activity conducted by the Commonwealth (including by Defence and the ADF), and the Production Company will brief its employees and agents that doing so may result in criminal prosecution or financial remedy being sought by the Commonwealth;
		13. it will ensure that any sensitive or confidential material or information of the Commonwealth is kept confidential and secure from disclosure to any person not authorised to receive the information and will only be used by the Production Company for purposes permitted by the Commonwealth;
		14. it will promptly notify the Commonwealth of any unauthorised possession, disclosure or use of any sensitive or confidential material or information of the Commonwealth contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use; and
		15. the Commonwealth may at its absolute discretion revoke its support for the Production Company at any time. This may be due to but is not limited to the Production Company’s non-compliance with the terms and conditions of this Deed, the Production Company’s activities differing from what was originally proposed, operational demands of Defence or the ADF, or strategic or national security considerations.
4. Conditions for On Location Filming
	1. Where filming may take place on any Commonwealth owned or controlled premises, the Production Company acknowledges and agrees that:
		1. all pre-conditions stipulated by the Commonwealth regarding location filming must be adhered to (with any such conditions negotiated prior to filming);
		2. the Commonwealth is entitled to have a representative present at such filming at all times;
		3. it will ensure all crew, cast and other persons it employs follow reasonable directions given by any Commonwealth representative or delegate;
		4. it will remove all of its property and rubbish from the location at the end of the use of the location at its own cost;
		5. it will restore the location to the condition it was in prior to filming, at its own cost;
		6. it will not do, or allow to be done, any act that will become an annoyance or disturbance to owners, tenants or neighbours;
		7. should it be required, the Production Company will pay a bond (of an amount to be determined) to the Commonwealth not less than five (5) Working Days prior to the filming date. This bond may be applied by the Commonwealth, at its sole discretion, to repair any damage or replace any losses as a consequence of the filming, or to cover any unpaid fees or service charges owed to the Commonwealth. The balance will be refunded by the Commonwealth after its post-filming inspection of the location;
		8. any expenses or outgoings incurred by the Commonwealth as a direct result of filming, including for example as may be required or otherwise agreed for the purpose of supervising the filming, are to be paid within ten (10) Working Days of any notice provided to the Production Company in writing. Such expenses may be deducted by the Commonwealth from any bond provided after consultation with the Production Company;
		9. any bond, less deductions, provided in accordance with this Deed, or any written permission by the Commonwealth, or any executed Location Agreement (if applicable), will be refunded within 30 days of completion of filming at the location.
5. Production Company’s Representatives
	1. The Production Company will ensure that its personnel (including any officer, employee, agent, adviser or independent contractor of the Production Company (‘**Production Company Personnel**’), whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Production Company, would be a breach of the Production Company’s obligations under this Deed.
6. Consequences of breach
	1. Without limiting the Commonwealth’s rights under this Deed or otherwise at law, the Production Company agrees that if it fails to comply with its obligations under this Deed, the Commonwealth may, in its discretion, do any one or more of the following:
		1. immediately revoke the Production Company’s ability to access information, personnel, facilities, premises and/or other material belonging to or controlled by the Commonwealth; and
		2. require the Production Company to take such further steps (including the provision of further undertakings) as the Commonwealth reasonably considers necessary to seek to avoid, or minimise, the impacts on the Commonwealth of the Production Company’s breach of this Deed.
7. LIABILITY AND Indemnity
	1. The Production Company acknowledges that it conducts the filming entirely at its own risk and hereby releases to the fullest extent permitted by the law, the Commonwealth and its officers, employees, agents, contractors and volunteers in the absence of any wilful default on their part from all claims and of every kind resulting from any accident, death or injury occurring at the location to any person or property.
	2. The Production Company indemnifies and holds harmless the Commonwealth, its officers, employees, agents, contractors and volunteers against all liability or loss arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:
		1. any claim, suit, demand action or proceedings by any person against the Commonwealth in respect of any Production Company filming;
		2. any breach by the Production Company of this Deed; or
		3. any act or omission by any Production Company Personnel which, if done or omitted to be done by the Production Company, would breach the Production Company’s obligations to the Commonwealth.
	3. The Production Company will repair all damage to any facilities, premises or other material belonging to or controlled by the Commonwealth for which the Production Company has been responsible at its own cost.
	4. The Production Company will not allow any negligent or wilful damage or permanent alterations to be done to any facilities or premises belonging to or controlled by the Commonwealth, or to the contents of those facilities or premises, without express prior permission in writing from the Commonwealth.
8. Injunctive Relief
	1. The Production Company acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Deed and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Production Company, in addition to any other remedies available at law or in equity.
9. Waiver
	1. Failure by the Commonwealth to enforce a provision of this Deed will not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.
10. Remedies Cumulative
	1. The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy provided under any other deed or agreement.
11. Applicable Law
	1. The laws of [...INSERT STATE/TERRITORY...] apply to this Deed. The courts of that State or Territory will have non-exclusive jurisdiction to decide any matter arising out of this Deed.

SIGNED, SEALED AND DELIVERED AS A DEED POLL

(...INSERT PRODUCTION COMPANY’S EXECUTION CLAUSE...)

For Example:

Executed by [insert Party] in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth) by:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Signature of Director) |  | (Print name and position) |  | (date) |
|  |  |  |  |  |
| (Signature of Director/ Company Secretary) |  | (Print name and position) |  | (date) |