

From: (b) (6) CIV CHINFO, OI-6
Sent: Wednesday, October 24, 2012 11:08 AM
To: (b) (6) CTR OPNAV, DNS-36
Cc: (b) (6) CDR OJAG, CODE 13; (b) (6); (b) (6) LTJG NAVINFO
WEST; (b) (6) @gmail.com
Subject: FW: Team PA - Battleship
Attachments: PAA Battleship_6JULY2010.pdf
Signed By: (b) (6) @navy.mil

Hi (b) (6) Attached is what we have regarding Battleship, along with the message below from our former CHINFO, Admiral Moynihan. Believe providing both is the appropriate response to the FOIA. Happy to discuss further if necessary, (b) (6)

----- Forwarded message -----

From: RDML Dennis (b) (6) @navy.mil
Date: Mon, May 7, 2012 at 6:12 AM
Subject: Team PA - Battleship
To: (b) (6)

Team PA,

Prior to the movie BATTLESHIP's release in more than 3,000 theaters nation-wide, I wanted to provide you some background to the film, why we supported it, and what you can expect.

Produced by Universal Pictures and directed by Peter Berg, BATTLESHIP was made with the support of the Department of Defense and the Navy. As you know, we ask ourselves some key questions before supporting a major motion picture. First, does the script accurately portray the Navy? Second, does it positively represent our service and our Sailors? Third, can we support a film without impacting our operations? And finally, do we believe that it could have a positive impact on recruiting? In the case of BATTLESHIP, we felt the answer was "Yes" to each of those questions.

In addition, there are risks not to participating as well. Whether or not we supported Battleship, the film was going to be made -- it was going to carry our brand and represent who we are to the American people. We can't take everyone out to our ships, but we can work with Hollywood and bring the Navy to life on the big screen. Consequently, it's in our best interest to engage and make sure that movies like Battleship accurately portray who we are and what we do as a Navy.

Following DoD approval in 2010, the film's production began in early 2010, and principal photography took place during the Pacific Fleet's RIMPAC training exercise later that year. Because filming took place on top of already scheduled training events, it did not impair the exercise and there was no cost to the Navy or American taxpayers. Additional filming also took place in Hawaii, San Diego, and on a film set in Baton Rouge, La., constructed by Universal Studios. The end result is a film that provides movie-goers with a realistic look of the Navy and our Sailors operating at sea - scenes that I think reflect well on the Navy.

In the weeks leading up to the nation-wide release on the May 18, special screenings for Sailors and their families are scheduled in:

- NAS North Island: May 11
- Camp Lejeune: May 12
- NAS Whidbey Island: May 12

- NAB Little Creek: May 12
- NSB New London: May 12
- Washington, D.C. May 14
- NAS Jacksonville: May 15
- USS Missouri: May 16

While the film opened first internationally in April, BATTLESHIP will certainly continue to be a conversation starter that carries our "brand" to many Americans who aren't familiar with their Navy. Huge thanks to all the Pacific Fleet PAOs who worked tirelessly to coordinate the access Universal required to accurately portray our Navy and Sailors.

R,
Denny Moynihan
RDML USN
Chief of Information
(b) (6)

If you would rather not receive future communications from Navy Office of Information (CHINFO), please go to <http://CHINFO.pr-optout.com> (b) (6)

Navy Office of Information (CHINFO), Department of the Navy 1200 Navy Pentagon--Room 4B463, Washington, DC 20350-1200 United States

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Very respectfully,

LT (b) (6)
Project Officer
Navy Office of Information West
10880 Wilshire Blvd. Suite 1220
Los Angeles, CA 90024
(b) (6)

PLEASE NOTE: I do not have access to my* (b) (6) [@navy.mil](mailto:(b) (6)@navy.mil) *email account at this time.

**U. S. DEPARTMENT OF DEFENSE
PRODUCTION ASSISTANCE AGREEMENT
DON-001-2010**

The United States Department of Defense (hereinafter referred to as "DoD"), acting on behalf of the United States of America, hereby agrees with **Battleship Delta Productions LLC**, hereinafter referred to as "the production company," subject to the provisions herein, for the assistance itemized immediately below, to be rendered in conjunction with the production of a feature length motion picture currently entitled **Battleship** (the "Picture").

FOR LIST OF MILITARY RESOURCES TO BE PROVIDED IN SUPPORT OF PRODUCTION SEE APPENDIX A

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 seventy-two (72) hour cure period after receipt of written notice of non-compliance. DoD may temporarily suspend support until the noncompliance has been cured or the seventy-two hour cure period has expired. After the cure period has expired, DoD may permanently withdraw its support for the production. However, nothing contained herein shall restrict any of the production company's rights in and to the photography and sound recordings made hereunder (hereinafter referred to as the "Footage"); the production company's decisions with respect to these recordings will be final.

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

1. The DoD Project Officer, **LTJG (b) (6)**, is the official DoD representative responsible for ensuring that the terms of this agreement are met. The DoD Project Officer or his / her designee will be present each day the U.S. military is being portrayed, photographed, or otherwise involved in any aspect of the Picture. The DoD Project Officer is the military technical advisor, and all military coordination must go through him / her. 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. The production company is not obligated to actually utilize any of the results and proceeds of DoD's services hereunder in or in connection with the Picture. The production company agrees to use reasonable efforts to cast actors, extras, doubles, and stunt personnel portraying military men and women who conform to

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individual Military Service regulations governing age, height / weight, uniform, grooming, appearance, and conduct standards in place at the time of the events depicted and as provided to the production company, provided that production company's failure to do so shall not constitute a breach. DoD reserves the right to suspend support in the event that disagreement regarding the military aspects of their portrayals cannot be resolved in negotiation between the production company and DoD within the seventy-two hour cure-period. The DoD Project Officer will provide written guidance specific to each Military Service being portrayed.

3. DoD has approved military assistance as in the best interest of DoD, based on the *May 6, 2010* version of the script. The production company must obtain DoD's approval (not to be unreasonably withheld) for continuing military assistance in the event of any subsequent material changes being proposed to the military depictions made to either the Picture or the sound portions of the production.

4. 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. Under these circumstances, DoD will not be liable, financially or otherwise, for any resulting negative impact or prejudice to the production caused by the premature withdrawal or change in support to the production company.

5. There will be no material deviation from established DoD safety and conduct standards. The DoD Project Officer or his / her designee will coordinate such standards and compliance therewith. DoD agrees to provide the production company advance notice of such safety or conduct standards.

6. All DoD property or facilities damaged, used or altered by the production company in connection with the production will be restored by the production company to the same or better condition, normal wear and tear excepted, as when they were made available for the production company's use.

7. The production company will reimburse the U.S. Government for any additional expenses incurred as a result of the assistance rendered for the production of Battleship. The estimated amount will be detailed and included. The production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses. The payment or letter of credit will be submitted to the military component(s) designated to provide the assistance, or to another DoD agency, as deemed

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Production [redacted]

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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 filming 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 expenses 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.

c. If the final aggregate of such costs and charges is less than previously anticipated, DoD agrees to remit the exact amount of the difference of any funds posted within 45 days from the end of the month in which filming is completed.

8. The production company will be charged with the travel, lodging, per diem and incidental expenses for the DoD Project Officer, the DoD Director of Entertainment Media or his / her designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. All such charges shall be consistent with published DoD rates/guidelines, where applicable. For each of these individuals, the Production Company will provide:

a. Round-trip air transportation and ground transfers to the production location(s) at which there is military portrayal and / or involvement, at times deemed appropriate by the DoD Project Officer and DoD Director of Entertainment Media.

b. A full size vehicle (with fuel and loss/damage/collision automobile insurance paid for by the Production Company) for his / her personal use during the filming and his / her stay at the location where the production is taking place; if parking at the location(s) is not available, the Production Company will furnish transportation to / from the lodging location to the production site.

c. Hotel accommodations equivalent to those provided to the Production Company's crew.

d. The Production Company will provide these DoD representatives with a dedicated, on-location trailer room or other comparable work space with full internet access, work desk top, seating, and en suite toilet.

9. By approving military production assistance for the Picture, DoD hereby agrees to a general release to the production company for use of any and all photography and sound recordings of any and all U.S. military people, equipment

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(including ships and names thereof), and real estate, subject to the limitations described in Paragraph 13.

10. As a condition 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 reasonable attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of the Picture, to include pre-production, post-production, and DoD-provided orientation and / or training. This provision shall not in any event indemnify or hold harmless DoD, its agencies, officers and / or employees from and / or against any claims arising from defects in DoD property and / or negligence or willful misconduct on the part of DoD, its agencies, officers, and / or employees and / or any breach by DoD of this Agreement, for which DoD will indemnify and hold harmless the production company, its agents, officers, and employees.

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

c. To provide proof of adequate industry standard liability insurance, naming DoD as an additional insured prior to the commencement of production involving DoD;

d. To not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance; or alcoholic beverage without prior coordination with the DoD Project Officer or his / her designee; and

e. To not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc, without prior approval from the DoD Project Officer and the supporting installation.

f. To allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD people and assets that are directly supporting the filming; also to allow DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials are solely for the purpose of communicating to internal DoD viewers how the U.S. military is assisting in the filming. However, some of the imagery may be viewed by the general public if posted on an open DoD web site or on "The Pentagon Channel," or other

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publicly-accessible media source. Therefore no DoD personnel will photograph actual filming, talent, or sets without prior approval by the production company. Notwithstanding the foregoing, the imagery may not be used or viewed by the general public until after the theatrical release of the Picture and not without prior approval by the production company.

11. The production company agrees to provide the DoD Project Officer with whatever internal communications equipment it is supplying to production company crew members to communicate on the set during production of military-themed sequences. The production company will also supply the DoD Project Officer with earphones to monitor military-themed dialogue and other sound recording during these periods upon request.

12. The production company agrees to screen military-themed photography for the DoD Project Officer, and to provide the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – with a viewing of the roughly edited, but final version of the production (the "rough cut") at a stage in editing when changes can be accommodated, but only to the extent required to allow DoD to confirm that the tone of the military sequences substantially conforms to the scripted sequences agreed upon by DoD. The production company will bear the travel, lodging, per diem and incidental expenses incurred in transporting the DoD Project Officer and the DoD Director of Entertainment Media – or their designees – to the location where the rough cut screening will be held.

13. Nothing herein shall obligate the production company to use the Footage, but the production company reserves the right to complete any photography or other recordings commenced hereunder. The production company shall have the right to use the Footage and/or any part or parts thereof, accurately or otherwise, as the production company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features contained therein without regard to the actual appearance or name thereof, in connection with the Picture and any sequels, prequels or remakes thereof, and in any and all ancillary markets, now known or hereafter devised (including, without limitation, television, web content, home video and theme parks) or from using clips in promotional material relative thereto and in any marketing, advertising or promotion of the Picture and any sequel, prequel or remake thereof. Production company shall not have the right to use the Footage in connection with any other motion picture without DoD's prior approval, not to be unreasonably withheld. The production company shall have the right to construct a set duplicating all or any part of the items depicted in the Footage for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions. DoD hereby acknowledges that neither it nor any other party now or

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hereafter having an interest in the items depicted in the Footage, has any interest in the Footage, nor any right of action against the production company or any other party arising out of any use of said Footage. The production company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to the Footage, in perpetuity throughout the universe.

14. 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 negotiation with the production company. In this case, the production company will be expected to pay the travel and lodging expenses incidental to attending the screening by the DoD Project Officer and the Director of Entertainment Media or their designees.

15. The production company agrees to place a credit in the end titles immediately above the "Special Thanks" section (if any), substantially in the form of "Special Thanks to the United States Department of Defense," with no less than one (1) clear line above and one (1) clear line below such credit acknowledging the military assistance provided. All aspects of such credit shall be determined in accordance with production company's standard policies. Any casual or inadvertent failure to comply with the provisions of this Paragraph 15. shall not constitute a breach of this Agreement nor entitle DoD to any relief at law or in equity. Such acknowledgment(s) shall be in keeping with industry customs and practices, shall be of the same size and font used for other similar credits in the end titles.

16. The production company agrees to provide DoD with five (5) copies of all promotional and marketing materials (e.g., electronic press kits, one sheets, and television advertisements) solely for internal (i.e., for internal information and historical purposes in documenting DoD assistance to the production).

17. The production company agrees to provide a minimum of ten (10) DVD copies of the Picture solely for use in internal briefings and for historical purposes. The DVD copies of the Picture shall be provided to DoD at such time, if ever, as the Picture is offered for sale to the general public in the United States on DVD and shall be subject to DoD's execution of Universal Pictures' standard agreement limiting DoD's use of such DVD copies to internal use only.

18. 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 and assigned official Technical Advisor(s), wherein, it must be consistent with their authorized additional duties. Military personnel in an off-duty, non-official status may be hired by the production company to perform as

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actors, extras, etc., provided there is no conflict with existing service regulations. In such cases, the following applies:

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

b. The DoD Project Officer will ensure that Military personnel shall comply with standards of conduct regulations in accepting employment.

c. The production company is responsible for any disputes with unions governing the hiring of non-union actors or extras;

19. The production company may make donations or gifts in kind to Morale, Welfare and Recreation programs of the military unit(s) involved, however, donations of this kind are not at all required, and are not in any manner a consideration in the determination of whether or not a production should receive DoD assistance. These donations must be coordinated through the DoD Project Officer.

20. 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.

21. This agreement consists of 10 pages; each page will be initialed 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 throughout the universe 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, any right to injunctive relief against the production company or its successor and / or any other party arising out of use or non-use of said photography and / or sound recordings. Notwithstanding anything to the contrary in this Agreement, and notwithstanding any remedy to which DoD may become entitled in equity or at law, DoD hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion, and/or distribution of the Picture.

[signature page follows]

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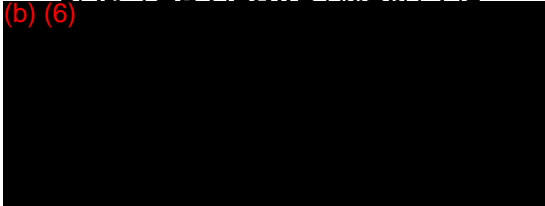


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As of July 6, 2010

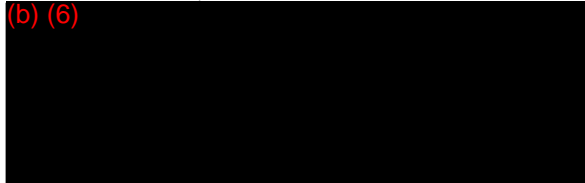
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DIRECTOR
U.S. NAVY
DoD PROJECT OFFICER

Department of the Navy
Navy Office of Information West
10880 Wilshire Blvd., STE 1220
Los Angeles, CA 90024

FOR BATTLESHIP DELTA
PRODUCTIONS, LLC

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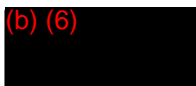
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SENIOR VICE PRESIDENT,
UNIVERSAL PICTURES

Universal Pictures
100 Universal City Plaza, 9128, 2nd Fl.
Universal City, CA 91608

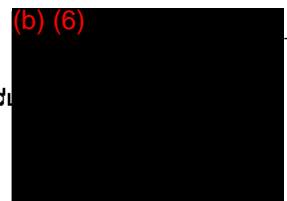
[Appendix A page follows]

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Appendix A

DURING RIMPAC (July 2010):

1. Film all United States ships, aircraft and submarines in the RIMPAC exercises of 2010, including the USS Hopper, USS Sampson, USS Ronald Reagan, USS Benfold and other vessels the Navy might suggest.
2. Assistance in moving equipment and personnel during the RIMPAC exercises of 2010 from ship to ship and ship to shore.
3. Film the USS Hopper or other U.S. destroyer at dockside on July 6th as it prepares for RIMPAC and through embarkation.
4. Film the USS Benfold or other U.S. destroyer at dockside and for approximately 4 days at sea during the exercise. This would involve a film crew of from 6 to 9 persons.
5. Film on the USS Ronald Regan and the USS Sampson or other U.S. destroyer for approximately 2 days each at sea during the exercise with a crew of from 6 to 9 persons. Film F/A-18 flying over the USS Ronald Regan.
6. Film Navy personnel on board various ships with either the DoD liaison or Captain's approval.
7. Intentionally deleted.
8. Film RIMPAC from the sea with both a private camera boat and a Navy asset as granted. This filming would encompass filming the ships leaving Pearl Harbor and the at-sea exercises.
9. Film the fleet leaving Pearl Harbor from Hickam Park, Hospital Point, USS Nevada Park and from an as yet selected location on Iroquois Point.
10. Film the refueling operation at sea from the various ships involved on July 10th.
11. Film the various assets involved in both the Divisional Tactics Exercises and also the Maritime Interdiction Exercise.
12. Film ordinance being fired from various vessels designated by the Navy.

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13. Film on various RHIBs during the exercise at sea.
14. Film Photo Exercise from a Navy helicopter.
15. Liaise with the Japanese Navy to facilitate filming on their ships.

PERSONNEL (July – December 2010):

16. DoD personnel to guide and assists us as the Navy sees fit throughout the filming.
17. Film Navy personnel on board various ships and in Pearl Harbor with either the DoD liaison or the ship's Captain's approval.

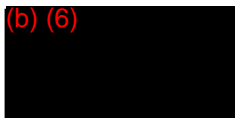
OTHER ASSETS (August 31 – October 8, 2010):

18. Permission to enter and leave the base at Pearl Harbor with designated identification.
19. We will be filming on and around the Battleship Missouri located at Ford Island, Hawaii.
20. Film the exterior of PACOM in Honolulu, Hawaii.
21. Film from the air, sea and on a destroyer both at the dock in Pearl Harbor and at sea near Barber's Point, Hawaii.
22. Film a destroyer and aircraft carrier based out of San Diego, California from the air, sea and deck.
23. Liaise with the Marine Corps to facilitate our filming at Kaneohe Bay Marine Base. The Navy maybe able to supply Seahawk helicopters if necessary.
24. Film Pearl Harbor Base from the air during and after RIMPAC.

LOUISIANA (mid-October through mid-December 2010):

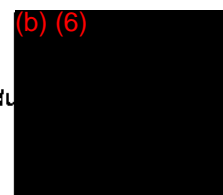
25. Film at the NAS JRB New Orleans, Louisiana and Navy helicopters and other aircraft located there.

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