



AGREEMENT made this _____ day of _____ 2013

BETWEEN

- (1) **WALL TO WALL MEDIA LIMITED**
of 85 Grays Inn Road, London WC1X 8TX, England (“the Producer”)
and
- (2) **Hidalgo County HIDTA Task Force**
in Edinburg, Texas. (“the Agency”)

WHEREAS:

- A. The Producer intends but does not undertake to produce a series of Programmes with the working title “Drug s Inc” tracing through individual stories and personal testimony key points along the supply chains behind the world’s most devastating drugs (“the Programme”). As part of the story, the Producer wishes to have access to the Agency, together with its employees (“the Employees”), at the Agency’s premises at Hidalgo County HIDTA Task Force Office in Edinburg, Texas, (“the Premises”) and whilst outside the Premises for the purpose of following the Agency and its work in connection with the production of the Programme; and
- B. The parties intend to enter into this Agreement in consideration of the payment of \$1 (the receipt and sufficiency of which is hereby acknowledged) and of the Producer arranging to film and make recordings of the Agency, the Premises and the Employees and subject to the conditions and provisions set out below.

THE PARTIES AGREE AS FOLLOWS:

1. The Agency hereby grants to the Producer and persons authorised by the Producer the right during the Period (as defined in paragraph 2 below) to:
- 1.1 enter upon and remain on the Premises to enable the Producer to film the work of the Agency, together with its Employees, during the Period.
 - 1.2 access all areas of the Premises as approved by a representative of the Agency, COMMANDER DORA L. MUNOZ (“the Representative”), for the purposes of filming.
 - 1.3 accompany and film the Employees, agents and independent contractors of the Agency while working with the Agency.
 - 1.4 gain access to and permission to film operation briefings and preparations pre-approved by the Representative and to accompany and film the Agency and the Employees on all operations approved by the Representative.
2. “The Period” shall mean the period from and including 28th March 2013 (inclusive) together with any other days as may be agreed between the parties. The specific times and days shall be discussed and agreed in good faith.
3. For the avoidance of doubt the terms of this Agreement shall bind the Agency and its Employees interviewed and/or filmed for the Programme and no fees shall be payable in respect thereof or in respect of any footage filmed by Producer or in respect of any footage filmed by the Agency or its Employees on behalf of or at the request of Producer, either to the Agency or to any of its Employees and/or in respect of rights assigned to the Producer hereunder.
4. The Agency hereby agrees and acknowledges that all rights in the films, photographs and recordings made or taken by the Producer on the Premises and while accompanying the Agency’s Employees including films, photographs and recordings made of Employees and any other persons representing the Agency, shall vest in the Producer. The Agency hereby assigns any and all rights it may have in and to the same and agrees and acknowledges that the Producer shall be entitled to assign, licence and/or exploit the same by all means and in all media now known or hereafter devised throughout the world without limitation as to time and including, without limitation, for promotional and publicity purposes as the Producer may at its absolute discretion elect. The foregoing shall include without limitation the right to use likenesses of the Premises and any other locations filmed in making the Programme for programme packaging, promotion and publicity purposes. The Producer may refer to the Premises by their true name but shall have no obligation to the Agency to include any or all of such films, photographs or recordings as aforesaid in any transmission, films or programme or to exploit the same or any transmission, film or programme in which the same are included.

wall to wall
A Shed Media Group Company

5. Notwithstanding the above, in respect of the rights in any film, photographs and recordings made or taken by any Employees on the Producer's behalf or at the Producer's request, the Agency hereby assigns to the Producer the entire copyright in such material, (including without limitation any rental and lending rights and cable re-transmission rights therein) throughout the universe for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as the Agency is able, in perpetuity) and, to the extent relevant, by way of present assignment of future copyright.

6. In addition to the rights granted above, the Agency further grants to the Producer the right to use any logos and/or other trademarked items belonging to the Agency in connection with the Programme, its publicity and promotion. Such right shall be non-exclusive.

7. The Agency shall inform all Employees and people who work within Agency and on the Agency's Premises and where possible such other persons that may come into contact with the Producer's crew in respect of the production of the Programme and further shall procure that all Employees will provide reasonable assistance when necessary to enable the filming process. For the avoidance of doubt, the Agency's Employees shall not be required to sign the Producer's personal release forms and participation in the filming shall be deemed permission to use such Employees' image, likeness and sound recordings of such Employees' activities in the Programme and in any promotion of the Programme.

8. The Agency agrees to provide the Producer with advice on health and safety issues in advance of the Period and, in particular, a full health and safety briefing immediately prior to the commencement of filming by the Producer. The Producer agrees to comply with all reasonable instructions given by the Agency in respect of health and safety and operational issues.

9. The Producer shall indemnify the Agency in respect of any actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by the Agency or which the Agency may sustain as a result of this Agreement, pay or incur by reason, or, on account of:

- (a) any injury or death of any person; and or
- (b) damage to property

arising out of any wilful or negligent act or omission of the Producer, its employees, agents, contractors or permitted assigns in the performance of the Producer's obligations under this Agreement. As regards any damage to property the Producer's liability shall be limited to a maximum liability of £10 million.

10. Notwithstanding the aforementioned, the Agency acknowledges that the work it carries out is dangerous and may be hazardous and that the Producer is merely filming the Agency at work and is exempt (to the extent permissible by law) from any liability for any injury or damage howsoever caused to any member of the Agency (its employees, agents, contractors or permitted assigns) during the Period in the course of filming with the exception of damage to property to the extent set out in paragraph 9 (above).

11. The Producer hereby agrees:

- 11.1 To maintain during the period of the Agreement suitable public liability and property damage insurance in a sum of not less than £10 million together with employers' liability insurance of such amount as shall be required by law, and to maintain in effect all risk insurance to insure its equipment for full replacement value, and for personal injury and damage to others as a result of their operation.
- 11.2 To produce to the Agency on request details of any such insurances as are referred to herein, including copies of the policies and evidence that the premiums have been paid prior to commencement of performance hereby under this Agreement.

12. The Agency agrees that it will have in place sufficient insurance to cover the general activities in which the Producer shall be taking part pursuant to this Agreement, for example (but without limitation) suitable passenger liability insurance for the entire Period, and that it will provide evidence of such insurance in the form of a certificate or schedule of insurance to the Producer upon request.

13. The Agency and its Employees agree not to issue any press releases or other public statements, including but not limited to, speaking to the press about its involvement and/ or regarding National Geographic Channels ("NGC(s)") and/or the Producer's involvement in the Programme either for publication by any means or medium or not for publication without the Producer's and/or NGC's respective prior written permission. The Agency and its Employees also agree not to issue any press releases or other public statements, including but not limited to, speaking to the press about the general affairs of the Producer. The Agency further undertakes not to disclose to anyone at any time any Confidential Information through any medium (whether written or spoken). For the purposes of this Agreement, "Confidential Information" shall mean all information obtained or learned as a result of the Agency's involvement in the Programme including, without limitation, the premise of the Programme, any trade secrets and 'inside knowledge' information about the Programme or the participants and our filming methods. The Agency further agrees not to use NGC's name, logo, trademark or other proprietary mark in any manner without NGC's prior written approval.

14. This Agreement is personal to the parties and shall not be assignable. Notwithstanding this it is hereby acknowledged and agreed between the parties that the Producer has the right to assign the benefit of any and all intellectual property rights to its licensees and assigns for the purpose of transmitting and otherwise exploiting the Programme without limitation.

15. The Agency agrees that its sole remedy for breach by the Producer, its licensees and assigns, of any of the Producer's obligations under this Agreement shall be an action at law for damages and the Agency acknowledges that damages will be adequate compensation in the event of such breach and that the Agency will not be entitled to rescission, injunctive or other equitable relief.

16. Authority. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorised to execute and deliver this Agreement on his or her behalf of the Agency and that upon execution, this Agreement shall be binding upon the Agency in accord with its terms.

17. Waiver. No consent or waiver, express or implied by a party to or of any breach or default by the other in the performance by that other party of their obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other party of the same or any other obligation of that party under this Agreement. Failure of a party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that party of rights under this Agreement. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain that party's consent in any future instance.

18. Jurisdiction and Venue. To the extent permitted under the Constitution and laws of the State of Texas, this agreement shall be interpreted and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English Courts.

19. This Agreement sets out the entire agreement between the parties and this Agreement may not be modified except by written agreement by each of the parties.

Signed by

Signed by

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for and on behalf of Wall To Wall Media
Limited

duly authorised for and on behalf of the
HIDALGO COUNTY HIDTA TASK FORCE