

along with its goals and how these goals will be achieved with post-sale outcomes. Business plans must be received by HUD within 30 business days of request.

(2) Upon receipt and review of business plan proposal, HUD will:

(i) Reject the business plan proposal;
 (ii) Issue a conditional rejection that would provide the opportunity for a business plan proposal to be amended and resubmitted for approval upon fulfillment of HUD's request; or
 (iii) Approve the business plan proposal.

(3) Upon approval of such business plan proposal, HUD and the individual or entity will begin the Direct Sale of Single Family Loans process that includes:

(i) An executed Confidentiality Agreement;
 (ii) An executed Bidder Qualification Statement;
 (iii) A P-Servicer executed PSA; and
 (iv) Review of Single Family Loans from P-Servicer(s) or HUD.

(4) HUD and the individual or entity reviews the ALD and will agree on the Single Family Loan Sale List for the Direct Sale of Single Family Loans.

(f) *Direct Sale of Single Family Loans.* After satisfaction of the requirements in paragraph (d) of this section, HUD will conduct its valuation review, and issue a final price determination and a CAA, containing an estimated settlement date, to the individual or entity. If accepted, a final Settlement date is scheduled, and the Single Family Loan List is appended to the CAA.

(g) *Settlement.* HUD and the Purchaser will execute the CAA for settlement. The remaining settlement and transfer requirements will follow those in § 291.613.

§ 291.621 Disqualifications.

(a) *Fraudulent information.* If HUD determines there is any information indicating any certification or required document provided by any party participating in a Single Family Sale, including but not limited to P-Servicer, Purchaser, Qualified Participant, or a Purchaser's servicer, is false, misleading, or constitutes fraud or misrepresentation, HUD will not approve that party's participation in the Single Family Sale and will revoke any prior approval. The submission of false information or misrepresentation by an approved lender or mortgagee may result in the referral of the mortgagee to the Mortgage Review Board.

(b) *Participant ineligibility.* An individual or entity is ineligible to participate in a Single Family Sale if, at the time of the Single Family Sale, that

individual or entity is suspended, debarred, under a limited denial of participation (LDP), or otherwise restricted under 2 CFR part 180 or 2424, 24 CFR part 25, 48 CFR part 9, subpart 9.4, or under similar procedures of any other Federal agency.

(c) *Future participation.* Purchasers that made misrepresentations in the qualification process or failed to meet their contractual obligations under CAAs, including failing to meet post-sale requirements, for previous Single Family Sales in which they participated may be disqualified from participation in one or more future Single Family Sales or for a set period of time at the discretion of the Secretary.

Julia Gordon,

Assistant Secretary for the Office of Housing—Federal Housing Commissioner.

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DEPARTMENT OF DEFENSE

Office of the Secretary

32 CFR Part 238

[Docket ID: DoD–2024–OS–0006]

RIN 0790–AL71

DoD Assistance to Non-Government, Entertainment-Oriented Media Productions

AGENCY: Assistant to the Secretary of Defense for Public Affairs, Department of Defense (DoD).

ACTION: Proposed rule.

SUMMARY: DoD is proposing revisions to implement requirements of section 1257 of the National Defense Authorization Act for Fiscal Year 2023. This statute prohibits assistance to entertainment projects such as feature motion pictures, episodic television programs, documentaries, and computer-based games that have complied or are likely to comply with a demand from the Government of the People's Republic of China (PRC), the Chinese Communist Party (CCP), or an entity under the direction of the PRC or the CCP, to censor the content of the project in a material manner to advance the national interest of the PRC. This proposed rule informs producers and production companies that request DoD assistance about the procedures needed to implement the restrictions imposed by section 1257. It includes a discussion of the information the Department will use to determine whether to assist or continue to assist an entertainment

project. It also describes the DoD proposed certification process and includes two updated sample Production Assistance Agreements (PAA) implementing section 1257 provisions.

DATES: Comments must be received by September 16, 2024.

ADDRESSES: You may submit comments, identified by docket number and/or Regulation Identifier Number (RIN) number and title, by any of the following methods:

- *Federal eRulemaking Portal:* <https://www.regulations.gov>. Follow the instructions for submitting comments.
- *Mail:* Department of Defense, Office of the Assistant to the Secretary of Defense for Privacy, Civil Liberties, and Transparency, 4800 Mark Center Drive, Attn: Mailbox 24, Suite 08D09, Alexandria, VA 22350–1700.

Instructions: All submissions received must include the agency name and docket number or RIN for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available at www.regulations.gov as they are received without change, including any personal identifiers or contact information.

FOR FURTHER INFORMATION CONTACT: Glen Roberts, (703) 697–6005, or Kyle Combs, (703) 695–6290.

SUPPLEMENTARY INFORMATION:

I. Background and Legal Authority

Pursuant to 10 U.S.C. 113 and DoD Directive 5122.05, the Secretary of Defense has delegated to the Assistant to the Secretary of Defense for Public Affairs the responsibility for establishing policy, plans, and programs for DoD assistance to non-Government and entertainment-oriented motion picture, television, and video productions, in accordance with DoD Instruction (DoDI) 5410.16 (available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/541016p.pdf>). Further, 10 U.S.C. 2264 authorizes crediting of applicable appropriations with reimbursements for expenses incurred by the Department resulting from assistance provided to non-Government, entertainment-oriented media-producers and for which the DoD requires reimbursement under 31 U.S.C. 9701 or any other provision of law. Additionally, 31 U.S.C. 9701 permits the head of a U.S. Government agency to prescribe regulations establishing the charge for a service or thing of value provided by the agency, if charges are fair and based on costs to the U.S. Government, the value of the

service or thing to the recipient, the public policy or interest served and other relevant facts. Finally, section 1257 of the National Defense Authorization Act (NDAA) for Fiscal Year 2023 imposed restrictions on DoD's ability to assist entertainment projects that have complied or are likely to comply with certain censorship demands from the PRC or CCP and is the primary impetus for this proposed rule.

Currently, those seeking DoD production assistance request it through the Military Departments or National Guard Bureau entertainment media offices. To be considered for assistance or to continue assistance once approved, the entertainment media institution or individual producer, in addition to meeting DoD's other criteria for support, previously published in the last rule update, must also not comply or be likely to comply with a demand from the PRC, CCP, or an entity under their direction to censor the content of the project in a material manner to advance the national interest of the PRC. DoD personnel who process requests for DoD assistance to entertainment projects or coordinate during an approved production will follow the process outlined in this proposed rule when finalized.

The rule was last updated on August 10, 2015 (see 80 FR 47836), to include documentaries within the category of non-Government, entertainment-oriented media productions requiring approval of production assistance at the DoD level. It also addressed how military personnel may appear in entertainment media and included sample PAAs.

Based on section 1257, this proposed rule will now require production companies seeking DoD assistance to make requests using the proposed DD Form 3205. This proposed rule also updates the PAA samples to reflect the requirements imposed by section 1257.

II. Expected Impact of the Proposed Rule

To ensure consistency of approach among DoD and components, support and assistance for a non-Government, entertainment-oriented media production should be at no additional expense to the Government and taxpayers (*i.e.*, in excess of those costs DoD otherwise would have incurred, as determined by DoD). After DoD agrees with a production company to provide production assistance and the parties have signed a PAA, the operations, maintenance, supply, and equipment costs incurred by DoD as a consequence of providing support for individual

productions are reimbursed by the non-Government entertainment production company. Reimbursement ordinarily is made in advance per section 20.4(b) of Office of Management and Budget (OMB) Circular A-11 (available at <https://www.whitehouse.gov/wp-content/uploads/2018/06/a11.pdf>), as statutory authority is required for agencies to incur obligations dependent on orders from non-Federal sources without an advance. The sample PAAs used by the Department include a provision specifying the production company's obligation to indemnify the DoD for claims arising from the production company's possession or use of DoD property or other assistance.

The current criteria allow DoD to provide support to an entertainment media production when it benefits the Department or when such cooperation would be in the best interest of the Nation based on whether the production presents a reasonably realistic depiction of the Military Services and DoD, is informational and likely to contribute to public understanding of the Military Services and DoD, or may benefit recruiting and retention programs.

DoD currently receives approximately 200 requests, including documentary support requests, for assistance annually. (During the COVID-19 pandemic in 2021 and 2022, requests decreased to about 140 annually.) Each respondent-requester provides one response requiring an estimated 45 minutes with an estimated cost per response of \$30.77, based on a median hourly wage \$41.02 for a producer. (See data from Bureau of Labor Statistics at <https://www.bls.gov/ooh/entertainment-and-sports/producers-and-directors.htm>). Therefore, total non-Government cost of requesting support is estimated to be \$6,154. The cost to the Federal Government to review requests is estimated to be \$34.46 per response (requiring 45 minutes per response) based on the 2023 hourly rate of \$45.95 of a GS-12 Federal employee (average level/rank) located in the Los Angeles area where most of the Military Services have offices that are the initial point of review for requests. The total estimated cost to the Federal Government in reviewing requests for support is estimated to be \$6,892.

With section 1257, individual producers and production companies will now certify that they have not complied and are not likely to comply with demands from the PRC, CCP, or an entity under the direction of the PRC or CCP to censor the content of the project in a material manner to advance the national interest of the PRC.

With this rulemaking, DoD is proposing DD Form 3205, to formalize and streamline the collection of the information required to evaluate requests, consistent with the Paperwork Reduction Act. Due to the restrictions of section 1257, DoD estimates that the number of respondents requesting DoD assistance is likely to decrease to 195, resulting in an estimated 2.5 percent decrease in non-Government and Government costs. Using this lower estimate of requests and the same rates as applied to the current rule, the total non-Government cost is estimated to be \$6,000, and the total cost to the Federal Government is estimated to be \$6,720.

DoD believes the amendment proposed will most likely affect requests for assistance to feature film projects with larger budgets that may wish to have the option of recouping costs in China. On average, DoD assists 7 feature film projects per year, which is a small portion of the approximately 100 projects DoD supports annually. Most DoD support is to unscripted, documentary, or other entertainment productions, which are not typically submitted for release for distribution in China. According to public reporting, all films publicly released in China require a permit from Chinese regulators and censorship is pervasive (source: <https://www.cnn.com/2022/07/08/media/hollywood-china-censors-box-office-intl-hnk/index.html>). If producers and production companies seeking DoD support for their entertainment projects are unable to certify that the project has not complied and is not likely to comply with Chinese censorship demands, DoD cannot support such projects. However, this proposed rule does not prevent a production from being distributed in China; it only prohibits DoD assistance to entertainment projects that comply with a censorship demand that advances the national interest of the PRC or CCP in a material way. This proposed rule also does not apply to projects not supported by DoD or depictions of the U.S. military in entertainment productions not assisted by the DoD.

III. Regulatory Compliance Analysis

A. Executive Order 12866, "Regulatory Planning and Review," as Amended by Executive Order 14094, "Modernizing Regulatory Review," and Executive Order 13563, "Improving Regulation and Regulatory Review"

These Executive orders direct agencies to assess all costs, benefits, and available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize

net benefits (including potential economic, environmental, public health, safety effects, distributive impacts, and equity). These Executive orders emphasize the importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. This proposed rule has been designated significant, under Executive Order 12866 (as amended by Executive Order 14094). This proposed rule does not have direct economic, environmental, public health, safety, distributive, or equity impacts.

B. Public Law 96–354, “Regulatory Flexibility Act” (5 U.S.C. 601)

The Assistant to the Secretary of Defense for Public Affairs certified that this proposed rule is not subject to the Regulatory Flexibility Act (5 U.S.C. 601) because it would not, if promulgated, have a significant economic impact on a substantial number of small entities. Therefore, the Regulatory Flexibility Act, as amended, does not require us to prepare a regulatory flexibility analysis. The entities most impacted by this proposed rule are typically larger production companies rather than small businesses, and very few in number. Further, each year, the vast majority of DoD assistance to entertainment productions is generally for unscripted or documentary projects, which are not typically submitted for release in China, and are produced by small production companies; DoD support to these types of entertainment projects is not expected to be affected by this proposed rule.

C. Sec. 202, Public Law 104–4, “Unfunded Mandates Reform Act”

Section 202 of the Unfunded Mandates Reform Act of 1995 (2 U.S.C. 1532) requires agencies to assess anticipated costs and benefits before issuing any rule whose mandates require spending in any 1 year of \$100 million in 1995 dollars, updated annually for inflation. This proposed rule will not mandate any requirements for State, local, or tribal governments, and will not affect private sector costs.

D. Public Law 96–511, “Paperwork Reduction Act” (44 U.S.C. Chapter 35)

Section 238.6 of this proposed rule contains information collection requirements under the provisions of the Paperwork Reduction Act (44 U.S.C. chapter 35). DoD has submitted the proposed collection of information reflected on proposed DD Form 3205 to OMB for review under 44 U.S.C. 3507(d). Comments are invited on: (a) whether the proposed collection of

information is necessary for the proper performance of the functions of DoD, including whether the information will have practical utility; (b) the accuracy of the estimate of the burden of the proposed information collection; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the information collection on respondents, including the use of automated collection techniques or other forms of information technology.

Title: Request for DoD Production Assistance.

Type of Request: Proposed Collection; Comment Request.

Number of Respondents: 195.

Responses per Respondent: 1.

Annual Responses: 195.

Average Burden per Response: 45 minutes.

Annual Burden Hours: 146.25 hours.

Needs and Uses: The proposed collection of information requests that the production company provide certain information about the project for which DoD support is sought, including, but not limited to, the title, synopsis, timing, funding, insurance, and planned distribution for the project, in addition to the specific request for support, contact information, a script or treatment of the project, and a certification to help DoD implement the requirements of section 1257 of the NDAA for Fiscal Year 2023. This information collection requirement is necessary to evaluate the eligibility of productions requesting DoD assistance for appropriateness and compliance with DoD policies and for coordination of the units involved to determine whether requested military assets are available.

Affected Public: Non-profit or for-profit entertainment media institutions, individual producers.

Frequency: On Occasion.

Respondent’s Obligation: \$30.77.

OMB Desk Officer: Ms. Jasmeet Sehra.

Written comments and recommendations on the proposed information collection should be sent to Ms. Jasmeet Sehra at the Office of Management and Budget, DoD Desk Officer, Room 10102, New Executive Office Building, Washington, DC 20503, with a copy to the Department of Defense, Office of the Assistant to the Secretary of Defense for Privacy, Civil Liberties, and Transparency, 4800 Mark Center Drive, Mailbox #24, Suite 08D09, Alexandria, VA 22350–1700. Comments can be received from 30 to 60 days after the date of this document, but comments to OMB will be most useful

if received by OMB within 30 days after the date of this document.

You may also submit comments, identified by docket number and title, by the following method:

Federal eRulemaking Portal: <https://www.regulations.gov>. Follow the instructions for submitting comments.

Instructions: All submissions received must include the agency name, docket number and title for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing at [regulations.gov](https://www.regulations.gov) as they are received without change, including any personal identifiers or contact information.

To request more information on this proposed information collection or to obtain a copy of the proposal and associated collection instruments, please write to Office of the Assistant to the Secretary of Defense for Public Affairs, ATTN: Community Engagement Directorate, 1400 Defense, The Pentagon, Washington, DC 20301–1400 or osd.pentagon.pa.mbx.ce-public-inquiries@mail.mil, or call Glen Roberts at (703) 697–6005.

E. Executive Order 13132, “Federalism”

Executive Order 13132 establishes certain requirements that an agency must meet when it promulgates a proposed rule (and subsequent final rule) that has federalism implications, imposes substantial direct compliance costs on State and local governments, and is not required by statute, or has federalism implications and preempts State law. This proposed rule will not have a substantial effect on State and local governments.

F. Executive Order 13175, “Consultation and Coordination With Indian Tribal Governments”

Executive Order 13175 establishes certain requirements that an agency must meet when it promulgates a proposed rule (and subsequent final rule) that imposes substantial direct compliance costs on one or more Indian tribes, preempts tribal law, or effects the distribution of power and responsibilities between the Federal Government and Indian tribes. This proposed rule will not have a substantial effect on Indian tribal governments.

List of Subjects in 32 CFR Part 238

Documentaries, Entertainment, Media productions.

Accordingly, 32 CFR part 238 is proposed to be amended as follows:

PART 238—DOD ASSISTANCE TO NON-GOVERNMENT, ENTERTAINMENT-ORIENTED MEDIA PRODUCTIONS

■ 1. The authority citation for part 238 is revised to read as follows:

Authority: 10 U.S.C. 2264; 31 U.S.C. 9701; sec. 1257, Pub. L. 117–263, 136 Stat. 2395.

■ 2. Amend § 238.3 by:

- a. Revising the introductory text.
- b. Adding the definition of “DoD aviation user rates” in alphabetical order.

The revision and addition read as follows:

§ 238.3 Definitions.

These terms and their definitions are for the purposes of this part.

* * * * *

DoD aviation user rates. Hourly rates when different types of fixed wing and rotary wing aircraft that DoD agencies use to determine the reimbursement amount when specific aircraft are used to provide support on a reimbursable basis. These rates are specified by the Office of the Under Secretary of Defense (Comptroller)/Chief Financial Officer, Department of Defense each fiscal year, except for aircraft provided by the United States Transportation Command (TRANSCOM), which publishes rates for aircraft operations financed by the Defense Working Capital Fund.

■ 3. Amend § 238.4 by adding paragraph (f) to read as follows:

§ 238.4 Policy.

* * * * *

(f) In accordance with section 1257 of Public Law 117–263, DoD will not provide production assistance when there is demonstrable evidence that the production has complied or is likely to comply with a demand from the Government of the People’s Republic of China (PRC), the Chinese Communist Party (CCP), or an entity under the direction of the PRC or the CCP to censor the content of the project in a material manner to advance the national interest of the PRC.

■ 4. Amend § 238.5 by:

- a. In paragraph (a) introductory text:
 - i. Removing the words “will serve” and adding in its place the word “serves”.
 - ii. Removing the word “sole.”
 - iii. Adding the words “; this authority may not be delegated, except to an official in the Office of the ATSD(PA)” after the words “entertainment-oriented media”.
 - iv. Removing the words “Heads of the Military Components” and adding in its place the words “Secretaries of the

Military Departments and the Chief, National Guard Bureau”.

- b. Removing the signal “i.e.” from the first parenthetical of paragraph (a)(3) and adding in its place the signal “e.g.”
- c. Adding paragraph (a)(4).
- d. Revising paragraph (b).

The addition and revision read as follows:

§ 238.5 Responsibilities.

(a) * * *

(4) A certification from the production company is provided in accordance with the procedures in § 238.6(b)(1)(iii), consistent with § 238.4(f).

(b) The Secretaries of the Military Departments and the Chief, National Guard Bureau, develop procedures for implementing this part and ensure that the requirements of this part are met.

■ 5. Amend § 238.6 by:

- a. Removing the words “his or her” and adding in its place words “the ATSD(PA)’s” in paragraph (a)(2).
- b. Removing the web address “<http://www.dtic.mil/whs/directives/corres/pdf/550007p.pdf>” and adding in its place the web address “<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/550007p.pdf>” in paragraph (a)(4).
- c. Revising paragraph (b).
- d. Removing the web address “<http://www.dtic.mil/whs/directives/corres/pdf/512205p.pdf>” and adding in its place the web address “https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodd/512205_dodd_2017.pdf?ver=2017-08-07-125832-023” in paragraph (c)(3).
- e. Adding a sentence at the end of paragraph (d) introductory text.
- f. Removing the word “Component” and adding in its place the words “Department or the National Guard Bureau” in paragraph (d)(1).
- g. Adding the word “the” before the words “project officer,” and removing the word “shall” and adding in its place the word “will” in paragraph (d)(2)(ix).
- h. Adding the words “, Department of Defense” at the end of paragraph (d)(4).
- i. Adding paragraph (e).

The revisions and additions read as follows:

§ 238.6 Procedures.

* * * * *

(b) *Specific procedures*—(1) *Script development and review.* (i) Before a producer officially submits a project to the Office of the Assistant to the Secretary of Defense for Public Affairs (OATSD(PA)), the Military Departments and the National Guard Bureau are authorized to assist entertainment-oriented media producers, scriptwriters, etc., in their efforts to develop a script

that might ultimately qualify for DoD assistance. Such activities could include guidance, suggestions, answers to research queries for technical research, and interviews with technical experts. However, the Military Departments providing such assistance are required to coordinate with and update OATSD(PA) of the status of such projects. Military Departments and the National Guard Bureau will refrain from making commitments and rendering official DoD opinions until first coordinating through appropriate channels to obtain OATSD(PA) concurrence in such actions.

(ii) Production company officials requesting DoD assistance will submit a completed script (or a treatment or narrative description for documentaries), along with a list of desired support to be included on a completed DD Form 3205, “Request for DoD Production Assistance” (available at <https://www.esd.whs.mil/Directives/forms/>). If a definitive list is not available when the script is initially submitted, requirements should be stated in general terms at the outset. However, no DoD commitment will be made until the detailed list of support requested has been reviewed and deemed to be feasible.

(iii) To be considered for approval, an authorized representative of the production company must certify that the project has not complied and is not likely to comply with a demand from the Government of the PRC, the CCP, or an entity under the direction of the PRC or the CCP to censor the content of the project in a material manner to advance the national interest of the PRC in accordance with section 1257 of Public Law 117–263.

(iv) When OATSD(PA) receives verifiable information from another source that the project has complied with or is likely to comply with such a demand for censorship as described in paragraph (b)(1)(iii) of this section, OATSD(PA) will, to the extent feasible, inquire with the production company about the information to help inform the DoD decision on whether to approve support for the project.

(v) OATSD(PA) will coordinate the review of scripts, treatment, or narrative description submitted for production assistance consideration. The coordinated review will include each Military Service depicted in the script. Although no commitment for assisting in the production is implied, OATSD(PA) may provide, or authorize the Military Services to provide, further guidance and suggestions for changes that might resolve problems that would prevent DoD assistance.

(2) *Production assistance notification.* Upon reviewing the recommendations of the Military Departments and the National Guard Bureau concerned, the ATSD(PA) will determine whether a given production meets the DoD criteria for support and if the support requested is feasible. If both requirements are satisfied, the ATSD(PA) will notify in writing the production company concerned, advising it that DoD has approved DoD production assistance and identifying the DoD project officer tasked with representing the DoD throughout the production process. On a case-by-case basis, the ATSD(PA) may choose to delegate the responsibility of signing the Production Assistance Agreement on behalf of the DoD to the designated DoD project officer or other DoD official responsible for coordinating production assistance. If so, this decision would be included in the notification letter. If production assistance is approved for only a portion of the proposed project, the written notification will clearly describe the portion(s) approved. If assistance is not approved, the ATSD(PA) or the ATSD(PA)'s designee will send a letter to the production company stating reasons for disapproval.

(3) *Role of the DoD project officer.* (i) When production assistance has been approved, the Military Departments and the National Guard Bureau will assign a project officer (commissioned, non-commissioned, or civilian) who will be designated by OATSD(PA) as the principal DoD liaison to the production company. The DoD project officer will, at a minimum:

(A) Act as the liaison between the production company and the Secretaries of the Military Departments and maintain contact with OATSD(PA) through appropriate channels. In this regard, the project officer will serve as the central coordinator for billing the producer and monitoring payments to the Government. (See *paragraph (d)* of this section for billing procedures.)

(B) Advise the production company on technical aspects and arrange for information necessary to ensure reasonably accurate and authentic portrayals of the Department of Defense.

(C) Maintain liaison with units and commands assisting the production company to ensure timely arrangements consistent with the approved support.

(D) Coordinate with installations or commands that intend to provide support to the production to ensure that no material assistance is provided before a Production Assistance Agreement is signed by both the DoD and the production company.

(E) When DoD assistance to the production requires the production company to reimburse the Government for additional expenses, develop an estimate of expenses based on the assistance requested, and ensure that these are reflected in the Production Assistance Agreement.

(F) Coordinate with each installation or command providing assets to the production to ensure the production company receives accurate and prompt statements of charges assessed by the Government and that the Government receives sufficient payment for any additional expenses incurred to support the production.

(G) For project officers assigned to a documentary or a non-documentary television series, maintain close liaison with the producer(s) and writers in developing story outlines. All story ideas considered for further development by the production company should be submitted to OATSD(PA) to provide the earliest opportunity for appraisal.

(ii) When considered to be in the best interest of the DoD, the assigned project officer may provide "on-scene" assistance to the production company. Military or civilian technical advisor(s) may also be required. In such cases:

(A) Assignment will be at no additional cost to the Government. The production company will assume payment of such items as travel (air, rental car, reimbursement for fuel, etc.) and per diem (lodging, food, and incidentals).

(B) Assignment should be for the length of time required to meet preproduction requirements through completion of photography. When feasible, assignment may be extended to cover post-production stages and site clean-up.

(iii) Additional project officer responsibilities, when considered to be in the best interest of the DoD, will include:

(A) Supervising the use of DoD equipment, facilities, and personnel.

(B) Attending pertinent preproduction and production conferences, being available during rehearsals to provide technical advice, and being present during filming of all scenes pertinent to the DoD.

(C) Ensuring proper selection of locations, appropriate uniforms, awards and decorations, height and weight standards, grooming standards, insignia, and set dressing applicable to the military aspects of the production. This applies to both active-duty members and paid civilian actors.

(D) Arranging for appropriate technical advisers to be present when

highly specialized military technical expertise is required.

(E) Ensuring that the production adheres to the agreed-upon script and list of support to be provided.

(F) Authorizing minor deviations from the approved script or list of support to be provided, so long as such deviations are feasible, consistent with the safety standards, and in keeping with the approved story line. All other deviations must be referred for approval to OATSD(PA) through appropriate channels.

(G) In accordance with the Production Assistance Agreement, providing notice of non-compliance, and when necessary, suspending assistance when action by the production company is contrary to stipulations governing the project and suspension is in the best interest of the Department of Defense until the matter is resolved locally or by referral to OATSD(PA).

(H) Ensuring the project has not complied and is not likely to comply with a demand from the Government of the PRC, the CCP, or an entity under the direction of the PRC or the CCP, to censor the content of the project in a material manner to advance the national interest of the PRC, in accordance with section 1257 of Public Law 117-263. The project officer will assess the likelihood of a project's compliance with such a demand and of influence or potential influence from the PRC on a project based on the following:

(1) The production company's representations, in accordance with paragraph (b)(1)(iii) of this section.

(2) The production company's representations in the Production Assistance Agreement, including the ongoing obligation to notify the project officer in writing of such a censorship demand, including the terms of such demand, and whether the project has complied or is likely to comply with a demand for such censorship. See paragraph 20 of appendix A to this part and paragraph 18 of appendix B to this part for example language.

(3) Verifiable information from other sources. In the event of such verifiable information, the project officer will coordinate with appropriate OATSD(PA) personnel for the purpose of ensuring that, to the extent feasible, the information is addressed with the production company's authorized representative.

(I) Based on the considerations listed in paragraphs (b)(3)(iii)(H)(1) through (3) of this section, the project officer will coordinate with appropriate OATSD(PA) personnel to make an informed decision on whether DoD support may be provided or may

continue to be provided. As appropriate, OATSD(PA) personnel or the project officer will notify the production company of such decision in accordance with this part and, if applicable, the Production Assistance Agreement. In accordance with the decision, the project officer shall then undertake action to initiate, continue, or terminate DoD support.

(J) Attending the approval screening of the production, unless the Military Department concerned, OATSD(PA), and the production company mutually agree otherwise.

(K) Determining whether the production company will need to obtain the written consent of DoD personnel who may be recorded, photographed, or filmed by the production company, including when the production company uses the personally identifying information of DoD personnel. The likeness of DoD personnel in any imagery is included in the meaning of personally identifying information. If the recording or imagery captures medical treatment being performed on DoD personnel, the project officer will require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer will require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

* * * * *

(d) * * * When such additional expenses are anticipated, the Production Assistance Agreement ordinarily should require the production company to provide an advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds in escrow.

* * * * *

(e) *Freedom of Information Act release.* Pursuant to 5 U.S.C. 552, DoD may receive requests for records concerning DoD engagements with motion picture, television, and other entertainment media companies. Because these documents may contain confidential or privileged commercial information submitted by the motion picture, television, and other entertainment media company, or other non-releasable information, DoD Components processing requests for these records will consider the application of the exemptions in 5 U.S.C. 552 to such records, including the exemption in 5 U.S.C. 552(b)(4).

■ 6. Revise appendix A to part 238 to read as follows:

Appendix A to Part 238—Sample Production Assistance Agreement

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 the DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States Government 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 the 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, revocation of the general release for photography and sound recordings (see Paragraph 9), and/or withholding of other approvals incidental to this agreement. Requests for future support from the DoD may also be denied. 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 will apply to this Agreement.

It is understood between the 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 their 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 them. 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.

2. The production company will cast actors, extras, doubles, and stunt personnel portraying Service members who conform to individual Military Service regulations governing age, height and weight, uniform, grooming, appearance, and conduct standards. The DoD reserves the right to suspend support if a disagreement regarding the military aspects of these portrayals cannot be resolved in negotiation between the production company and the DoD within the 72-hour cure period. The DoD project officer will provide written guidance specific to each Military Service being portrayed.

3. The DoD has approved production assistance as in the best interest of the DoD, based on the [enter date] version of the script to the extent agreed upon by the DoD [, and as further described by ____]. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

4. The operational capability and readiness of the Military Departments and the National Guard Bureau 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. In these circumstances, the 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 deviation from established DoD safety and conduct standards. The DoD project officer or their designee will coordinate such standards and compliance therewith. DoD will provide the production company advance notice of such safety or conduct standards upon request.

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, cleaned and free of trash, 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 [enter title of production]. The estimated amount will be detailed and included (e.g., “see Attachment 2.”). The production company agrees to post advance payment or a letter of credit in the amount estimated to comprise the total additional DoD expenses or deposit such funds that may be reasonably necessary. 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 appropriate by DoD.

a. The 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 last day of the month in which filming is completed.

b. The production company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including, but not limited to 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 last day of the month in which filming is completed.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD Director of Entertainment Media or their designee, and any other assigned military technical and safety advisor(s) whose presence may be required by DoD. 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 a military portrayal 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 with loss, damage, and collision automobile insurance paid for by the production company) for their personal use during the filming, including for their stay at the production location(s). If parking at the location(s) is not available, transportation to and from the lodging location to the production site will be provided.

c. Hotel accommodations equivalent to those provided to the production company's crew.

d. A dedicated, on-location trailer room or other comparable work space with full internet access, desk, seating, and en-suite toilet.

9. By approving DoD production assistance for [enter title of production], the DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., Paragraphs 12–13).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD, and 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 [enter title of production], to include pre-production, post-production, and DoD-provided orientation or training. This provision will not in any event require production company to indemnify or hold

harmless the DoD or its agencies, officers, and/or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD or its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming the DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by the DoD to protect its interests in the property involved.

c. 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 their designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of production company-generated publicity and marketing materials, such as production stills and electronic press kits. These materials may be used to show DoD viewers how the DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD website or released on "The Pentagon Channel" or other publicly accessible media source. Therefore, no DoD personnel will photograph actual filming, talent, or sets without the prior approval of the production company.

11. The production company will 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.

12. The production company will screen for the DoD project officer and the DoD Director of Entertainment Media, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow the DoD to confirm the military sequences conforms to the agreed script treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should the DoD determine that material in the production compromises any of the preceding concerns, the DoD will alert the production company of the material, and the production company will remove the material from the production. 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 screening is held.

13. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the production company from exploiting the production 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.

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 the DoD, in negotiation with the production company. In this case, the production company will pay the travel and lodging expenses incidental to the attendance at the screening of the DoD project officer and the Director of Entertainment Media or their designees.

15. The production company will use its best efforts 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 clear line above and one clear line below such credit acknowledging DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices and will be of the same size and font used for other similar credits in the end titles.

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

17. The production company will provide a minimum of ten DVD copies of the completed production to the DoD for internal briefings and for historical purposes, by overnight shipment to arrive the day following the first domestic airing or commercial distribution of the production. The DoD will not exhibit these video discs publicly or copy them; however, the DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, the DoD is prohibited from making these clips available to any other party for any other purpose.

18. Official activities of DoD 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), whose activities must be consistent with their authorized additional duties. DoD personnel in an off-duty, non-official status may be hired by the production company to perform as actors, extras, etc., provided there is no conflict with existing Service or Department regulations. In such cases, these conditions apply:

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 DoD personnel will 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 and must comply with law and DoD policies.

20. The production company acknowledges that, in accordance with Section 1257 of Public Law 117–263, the DoD may not knowingly provide active and direct support to any film, television, or other entertainment project if the project has complied or is likely to comply with a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

a. To the best of the production company's knowledge, information, and belief, this project—including its producers, sponsors, distributors, parent companies, or other affiliates—has not complied with, nor is it likely to comply with, a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

b. At any time, if the production company becomes aware of a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China, they will immediately notify the DoD project officer in writing of such demand, including the terms of such demand, and whether the project has complied or is likely to comply with such demand.

21. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 552.

22. 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.

23. This Agreement consists of [enter number] pages including [enter number of

attachment(s)]. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

Signature and Date

Name of the DoD Representative:

Title and Address

FOR [ENTER PRODUCTION COMPANY]

Signature and Date

Name of Production Company Representative:

Title and Address

■ 7. Revise appendix B to part 238 to read as follows:

Appendix B to Part 238—Sample Documentary Production Assistance Agreement

U.S. DEPARTMENT OF DEFENSE

DOCUMENTARY 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 documentary known at this time as [enter title of the production]. This Agreement expresses the terms under which the DoD intends to provide assistance. This Agreement does not authorize the obligation of any United States Government 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 DoD documentary assistance, to the extent approved by the 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, revocation of the general release for photography and sound recordings (see Paragraph 9), and/or withholding of other approvals incidental to this agreement. Requests for future support from DoD may also be denied. 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 assistance for documentary productions. The requirements in Department of Defense Instruction 5410.16 will apply to this Agreement.

It is understood between the DoD and the production company that:

1. The DoD project officer, [enter name of project officer and contact information], is the official DoD representative responsible for ensuring that the terms of this Agreement are met. The DoD project officer is the military technical advisor, and all military coordination must go through them. The production company will consult with the DoD project officer in all phases of pre-production, production, and post-production that involve or depict the U.S. military. The local unit/installation public affairs officer, or a designated official, may serve as the official onsite DoD representative for this project and will act as the interface between the film crew and military units providing both filming and logistical support.

2. The DoD has approved production assistance as in the best interest of the DoD, based on the [enter date] version of the script, treatment, or narrative description to the extent agreed upon by the DoD [and as further described by ____]. The production company must obtain, in advance, DoD concurrence for any subsequent changes proposed to the military depictions made to either the picture or the sound portions of the production before these changes are undertaken.

3. The operational capability and readiness of the Military Departments 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. In these circumstances, the 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.

4. There will be no deviation from established DoD safety and conduct standards. The DoD project officer, or their designee, will coordinate such standards and compliance therewith. The DoD will provide the production company advance notice of such safety or conduct standards upon request.

5. 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, cleaned and free of trash, normal wear and tear excepted, 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 assistance rendered for the production of [enter title of production]. The estimated amount will be detailed and included in this Agreement or as an attachment to it.

7. The production company will be charged for only those expenses that are considered to be additional costs to the DoD in excess of those that would otherwise have been incurred, including, but not limited to, fuel, resultant depot maintenance, expendable supplies, travel and per diem, civilian overtime, and lost or damaged equipment.

8. The production company will be charged for the travel, lodging, per diem, and incidental expenses for the DoD project officer, the DoD documentary officer or their designee, and any other assigned military technical and safety advisor(s) whose presence may be required by the DoD. 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 a military portrayal or involvement, at times deemed appropriate by the DoD project officer and the DoD documentary officer.

b. Hotel accommodations equivalent to those provided to the production company's crew.

9. By approving DoD production assistance for [enter title of production], the DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11–14).

10. As a condition of DoD assistance, the production company will:

a. Indemnify and hold harmless the DoD and 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 [enter title of production]. This provision will not in any event require the production company to indemnify or hold harmless the DoD or its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD or its agencies, officers, or employees.

b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will 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.

c. 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 their designee.

d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.

e. Allow DoD public affairs personnel access to the production site(s) to conduct

still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow the DoD the use of production company-generated publicity and marketing materials. These materials may be used to show DoD viewers how the DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should the DoD determine that material in the production compromises any of the preceding concerns, the DoD will alert the production company of the material, and the production company will remove the material from the production.

12. If the recording or imagery to be used in the production captures medical treatment being performed on DoD personnel, the project officer will require the production company to gain written consent from such DoD personnel. In the case of DoD personnel who are deceased or incapacitated, the project officer will require the production company to gain written consent from the next of kin of the deceased or incapacitated DoD personnel.

13. All DoD uniformed and civilian personnel who are photographed or sound recorded by the documentary production company are considered to be on duty and are precluded from receiving any compensation from the production company or any other party as a result of their appearance in the production or subsequent authorized productions, or as a result of the use of their name, likeness, life story, or other rights for any purpose. Military personnel in an off-duty, non-official 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, these conditions apply:

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 DoD personnel will 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.

14. No photography or sound recordings made with DoD assistance and no DoD photography and sound recordings released for this production will be reused or sold for use in other productions without DoD approval. The foregoing will not prohibit the

production company from exploiting the production 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.

15. The production company will identify any and all re-enactments in the production by placing the word "RE-ENACTMENT" on the screen, in a legible format and of a legible size, for either the duration of the re-enactment or at the beginning of the re-enactment for a period of not less than 3 seconds and reappearing every subsequent 10 seconds for a period of 3 seconds until complete. This activity will occur for every instance of a re-enactment in the production.

16. The production company will use its best efforts 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 clear line above and one clear line below such credit acknowledging DoD assistance provided. Such acknowledgment(s) will be in keeping with industry customs and practices and will be of the same size and font used for other similar credits in the end titles.

17. The production company will provide a minimum of five DVD copies of the completed production within 7 working days of initial broadcast to the DoD, for internal briefings and for historical purposes. The DoD will not exhibit these DVDs publicly or copy them; however, the DoD is allowed to use short clips from them in official presentations by Service members and DoD civilian personnel who were directly involved in providing DoD assistance, for the sole purpose of illustrating DoD support to the production. However, the DoD is prohibited from making these clips available to any other party for any other purpose.

18. The production company acknowledges that, in accordance with Section 1257 of Public Law 117–263, the DoD may not knowingly provide active and direct support to any film, television, or other entertainment project, if the project has complied or is likely to comply with a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

a. To the best of the production company's knowledge, information, and belief, this project—including its producers, sponsors, distributors, parent companies, or other affiliates—has not complied with, nor is it likely to comply with, a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an entity under the direction of the People's Republic of China or the Chinese Communist Party, to censor the content of the project in a material manner to advance the national interest of the People's Republic of China.

b. At any time, if the production company becomes aware of a demand from the Government of the People's Republic of China, the Chinese Communist Party, or an

entity under the direction of the People's Republic of China or the Chinese Communist Party to censor the content of the project in a material manner to advance the national interest of the People's Republic of China, they will immediately notify the DoD project officer in writing of such demand, including the terms of such demand, and whether the project has complied or is likely to comply with such demand.

19. This Agreement and other records relating to DoD assistance may be subject to disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 552.

20. The undersigned parties warrant that they have the authority to agree to the terms of 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 [enter number] pages including [enter number of attachment(s)]. Each page will be initialed by the undersigned DoD and production company representatives.

FOR THE DEPARTMENT OF DEFENSE

Signature and Date

Name of the DoD Representative:

Title and Address

FOR [ENTER PRODUCTION COMPANY]

Signature and Date

Name of Production Company Representative:

Title and Address

Dated: July 3, 2024.

Aaron T. Siegel,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 2024-15091 Filed 7-15-24; 8:45 am]

BILLING CODE 6001-FR-P

ENVIRONMENTAL PROTECTION AGENCY

40 CFR Part 52

[EPA-R09-OAR-2024-0209; FRL-11948-01-R9]

Air Plan Approval; California; Mojave Desert Air Quality Management District

AGENCY: Environmental Protection Agency (EPA).

ACTION: Proposed rule.

SUMMARY: The Environmental Protection Agency (EPA) is proposing to approve revisions to the Mojave Desert Air Quality Management District (MDAQMD or "District") portion of the California State Implementation Plan (SIP). The revisions concern recodification of prohibitory and administrative rules used by the District to regulate air pollutants under the Clean Air Act (CAA or the Act). The

EPA is proposing to update the California SIP to reflect the recodified rules. The EPA is taking comments on this proposal and plans to follow with a final action.

DATES: Comments must be received on or before August 15, 2024.

ADDRESSES: Submit your comments, identified by Docket ID No. EPA-R09-OAR-2024-0209 at <https://www.regulations.gov>. For comments submitted at *Regulations.gov*, follow the online instructions for submitting comments. Once submitted, comments cannot be edited or removed from *Regulations.gov*. The EPA may publish any comment received to its public docket. Do not submit electronically any information you consider to be Confidential Business Information (CBI) or other information whose disclosure is restricted by statute. Multimedia submissions (audio, video, etc.) must be accompanied by a written comment. The written comment is considered the official comment and should include discussion of all points you wish to make. The EPA will generally not consider comments or comment contents located outside of the primary submission (*i.e.*, on the web, cloud, or other file sharing system). For additional submission methods, please contact the person identified in the **FOR FURTHER INFORMATION CONTACT** section. For the full EPA public comment policy, information about CBI or multimedia submissions, and general guidance on making effective comments, please visit <https://www.epa.gov/dockets/commenting-epa-dockets/>. If you need assistance in a language other than English or if you are a person with disabilities who needs a reasonable accommodation at no cost to you, please contact the person identified in the **FOR FURTHER INFORMATION CONTACT** section. **FOR FURTHER INFORMATION CONTACT:** La Kenya Evans-Hopper, EPA Region IX, 75 Hawthorne St., San Francisco, CA 94105. By phone: (415) 972-3245 or by email at evanshopper.lakenya@epa.gov. **SUPPLEMENTARY INFORMATION:** Throughout this document, "we," "us," and "our" refer to the EPA.

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I. The State's Submittal

A. What is the background for this proposed action?

Under the CAA, the EPA has established National Ambient Air Quality Standards (NAAQS) for certain pervasive air pollutants, including, among others, ozone and particulate matter (PM). Under CAA section 110(a), states are required to adopt and submit SIPs to implement, maintain, and enforce the NAAQS. Under CAA section 107(d), the EPA has designated all areas of the country as attainment, nonattainment, or unclassifiable for the NAAQS. Areas designated as nonattainment must adopt and submit SIP revisions that, among other things, provide for attainment of the NAAQS by the applicable attainment date.

The MDAQMD regulates sources of air pollution within California's "Mojave Desert Air Basin," which lies within the previously-designated "Southeast Desert Air Basin."¹ The MDAQMD's jurisdiction includes the desert portion of San Bernardino County and the far eastern portion of Riverside County. The EPA has designated two areas in the San Bernardino County portion of the District as nonattainment areas for PM equal to or less than 10 microns in diameter (PM₁₀): (1) the Trona planning area, located in the northwestern portion of the county, and (2) the larger San Bernardino nonattainment area that covers the remaining portion of San Bernardino County regulated by the MDAQMD, excluding the Trona planning area.² A portion of San Bernardino County within the District is also in the West Mojave Desert ozone nonattainment area.³ The Riverside County portion of the District is designated as unclassifiable/attainment for all the NAAQS.

In 1972, when the original California SIP was submitted and approved by the EPA, the San Bernardino County Air Pollution Control District (SBCAPCD) had jurisdiction over stationary sources within all of San Bernardino County. On

¹ The two air basins are described in the California Air Resources Board's (CARB's) *Initial Statement of Reasons for Proposed Rulemaking, Proposed Amendments to Divide the Southeast Desert Air Basin and to Modify the Boundary of the South Coast Air Basin and Proposed Amendments to the Related Agricultural Burning Regulations*, April 1996.

² 40 CFR 81.305—"California—PM-10" table of area designations.

³ 40 CFR 81.305. The West Mojave Desert ozone nonattainment area also includes the Antelope Valley portion of Los Angeles County.