



Canada Border  
Services Agency      Agence des services  
frontalières du Canada

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For: Action

## **"BORDER SECURITY" DOCUMENTARY FEATURING THE CBSA**

For the Minister

### **PURPOSE**

To seek your endorsement to release a video demonstration reel entitled "*Border Security*" produced by Vancouver-based Force Four Entertainment, to Shaw Media and authorization to enter into discussions should a series of programs be proposed for development.

### **ISSUE**

The CBSA had been approached by Force Four Entertainment (see attachment for background information on company), a Canadian film production company, to consider the production of a documentary-style reality television series focused on the Agency's work at Canada's borders. It is modeled directly after the critically acclaimed Australian program "*Border Security : Australia's Front Line*".

Force Four Entertainment developed the enclosed 15-minute video to demonstrate, in abbreviated form, what a typical episode of such a program could look like and to present it to Shaw Media for its consideration for development as a series. Should Shaw Media be interested in this project, the CBSA would enter into negotiations with Force Four Entertainment on the production of a series of episodes.

### **BACKGROUND**

Force Four Entertainment is an award-winning television production company based in Vancouver that has secured the rights to use the title "*Border Security*" and reproduce a program similar in style and content to the Australian series.

Currently in its eighth season, *Border Security: Australia's Front Line* provides a behind the scenes look at the Australian Customs Border Protection Services (CBPS) and showcases how effectively the government administers border security. The program continues to enjoy high ratings in Australia.

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According to the CBPS, it considers its participation in the television series to be its most significant communications vehicle. Market research shows that the program delivers important information about the role of CBPS and reinforces main compliance messages to travelers about border-related rules and regulations. It has also enhanced CBPS' professionalism and overall reputation.

Based on consultations with the CBPS, as well as with the U.S. Customs and Border Protection--which has in place a robust program to engage the film and television industry--the CBSA supports participation in a Canadian version of *Border Security*. It would be a valuable opportunity to promote important messages about Canada's commitment to border security and to give profile to the Agency as a professional and effective law enforcement organization. As well, it is an opportunity to enhance awareness of border compliance regulations and laws, as well as boost recruitment and employee morale within the Agency.

There is however a perceived risk that the CBSA could be cast in a negative light, depending on how a particular event would unfold before the cameras. This would be effectively mitigated through a layered framework of measures and controls, not the least being the overarching fact that the program cannot exist without the active participation and support of the CBSA. That said, a robust legal agreement outlining the terms and conditions of the Agency's participation would be developed. It would, for example, stipulate that:

1. All rough footage and final episodes are reviewed and approved by the CBSA so that factual inaccuracies, disclosure of restricted information, classified, or law enforcement sensitive materials are removed from aired episodes;
2. All promotional materials for network airing and all uses of the CBSA's name and insignia are approved by the CBSA;
3. Prominent notices are posted where filming is occurring to notify the public and to provide alternatives for those persons who do not wish to be filmed;
4. The company obtains waivers or releases from persons allowing their image and/or voice to be used in the production, and;
5. All footage that may result in investigations is aired only once the cases have been resolved.

In addition, the CBSA would enjoy de facto executive production authorities, and, as such, would identify scenarios, sites and storylines, as well as provide active engagement in, as well as oversight and control of, all film shoots. The consequence is that while there is no financial contribution, there is an operational cost to supporting the film shoots, participating in the editing and review process and so on. This burden is not insignificant,

Furthermore, if the initiative goes forward, the CBSA would not enter into any long-term agreements and would re-evaluate its participation on an ongoing basis.

## STATUS

The CBSA consented to work with Force Four Entertainment on the development of a demonstration reel under very specific conditions outlined in the CBSA's Multimedia Agreement (see attached). The agreement stipulates conditions of filming including approvals, security and privacy. The agreement is based on similar agreements used by the CBSA's counterparts in Australia and the U.S.

The demonstration reel has been reviewed and approved by CBSA legal services and senior managers, including the Regional Director General of Pacific Region, Director General of Communications, Vice-President of Operations and myself, the President of the CBSA. It has also been viewed by members of your staff as well as a representative of the Prime Minister's Office.

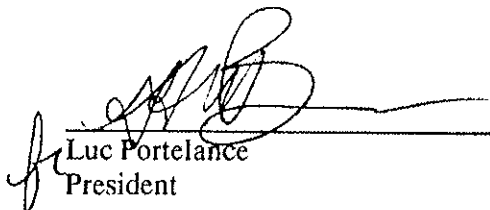
If you approve the demonstration reel, it will be presented to Shaw Media by Force Four Entertainment for review and consideration.

Should Shaw Media indicate its readiness to provide financial support to Force Four Entertainment for the production of a full-length series, additional negotiations would occur with the CBSA, which will, in turn, undertake all appropriate consultations and establish the necessary procedures to maximize opportunity and mitigate risk.

## RECOMMENDATION

It is recommended that you support the release of the demo reel by Force Four Entertainment and authorize the CBSA to enter into negotiations with Force Four Entertainment and Shaw Media should it be proposed that a full series of programs be developed for public broadcast in Canada.

MAY 27 2011


  
\_\_\_\_\_  
Luc Fortelance  
President

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**Minister's Response:**

☒ I approve

☐ I do not approve

  
JUN 07 2011  
The Honourable Vic Toews, P.C., Q.C., M.P.

**ATTACHMENTS:**

1. CBSA Multimedia Agreement negotiated for production of the demo reel.
2. Background information on Force Four Entertainment.
3. Demo reel



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## **CBSA Multimedia Agreement with FORCE FOUR PRODUCTIONS**

**This agreement, made in duplicate as of (insert date).**

**Between**

**FORCE FOUR PRODUCTIONS**

**and**

**Canada Border Services Agency, as represented by the Director General of the Communications Directorate, Hereinafter referred to as the CBSA.**

**Whereas**

**Force Four Productions has requested the CBSA provide assistance in the development of non-government, entertainment-oriented motion picture, and television, video and/or multimedia productions for a demonstration DVD or video not intended for broadcast.**

**The parties agree as follows:**

### **SCOPE**

**The purpose of this Agreement is to set out the terms and conditions of the relationship between Force Four Productions and the CBSA.**

### **TERMS AND CONDITIONS**

- 1. APPROVAL OF PRODUCTION SCHEDULES**
  - 1.1** Production schedules for the demonstration DVD or video will be negotiated with the CBSA taking into consideration all operational issues.
  - 1.2** Production schedules are to include all details regarding Force Four Productions access requirements and must be approved by the CBSA. Access to CBSA operations will be granted on a case-by-case basis, taking into account operational, security and safety matters as well as relevant legal restrictions.
  - 1.3** All production schedules are to be provided to the CBSA for approval 4 days prior to the commencement of filming.

- 1.4 Any changes to the production schedule prior to the commencement of filming or during filming must be approved by the CBSA

**2. PRESENCE OF THE CBSA AT FILMING**

- 2.1 The CBSA will have representatives of the Communications Directorate present at all times while Force Four Productions is filming.
- 2.2 Force Four Productions will not film without the permission of the CBSA's Communications Directorate representative.
- 2.3 The CBSA has the right to stop any filming that, in its opinion, may compromise working practices and/or current investigations, or infringes the law. The CBSA is under no obligation to provide details of the investigation to Force Four Productions in order to explain the CBSA's position.

**3. PROTECTION OF PERSONAL INFORMATION**

- 3.1 All Force Four Productions employees and contractors involved in the production must be accompanied by a CBSA appointed escort on CBSA premises at all time.

**4. APPROVAL OF DEMONSTRATION DVD OR VIDEO**

- 4.1 The CBSA may require the removal of any footage that, in the CBSA's opinion, infringes the law (including privacy-related legislation) or compromises national security and/or the CBSA's working practices and/or current investigations, is defamatory, or may prejudice an issue in pending or existing litigation.
- 4.2 The approval process will be as follows:
- (a) the CBSA will view the demonstration DVD or video and sign off or note concerns;
  - (b) a conference call will be made regarding any concerns from the CBSA;
  - (c) if changes are required, a further DVD disk incorporating those changes will be sent to the CBSA for final approval; and,
  - (d) the CBSA will then either provide formal written approval to Force Four Productions to use the segment of the demonstration DVD or video involving the CBSA or provide formal written notice that the CBSA is withholding its approval to use the segment.
- 4.3 Approval must be provided to Force Four Productions within seven days of receiving the DVD or any further changes required.
- 4.4 Notwithstanding anything else in this Agreement, Force Four Productions will not broadcast any CBSA footage without written approval from the CBSA. Written approval can be in the form of a facsimile transmission or email by a Communications Directorate representative.

4.5 ~~(18)~~**5. EDITORIAL CONTROL**

- 5.1 It is acknowledged and agreed that ultimate editorial control of the production rests with Force Four Productions as the independent production company.
- 5.2 This editorial control does not limit the CBSA's right to require changes to the demonstration DVD or video and ultimate right of refusal in accordance with clause 4.

**6. PRIVACY**

- 6.1 FORCE FOUR PRODUCTIONS acknowledges that it is aware of the effect of the provisions of Canada's *Privacy Act* and related legislation dealing with the protection of prescribed official information. FORCE FOUR PRODUCTIONS agrees that it will bring to the attention of all its employees and agents (including subcontractors) involved in the filming and production the effect of the provisions of Canada's *Privacy Act* and related legislation dealing with the protection of prescribed official information.
- 6.2 FORCE FOUR PRODUCTIONS will use reasonable endeavours to obtain signed clearance forms from all persons featured in the production.
- 6.3 The CBSA requires FORCE FOUR PRODUCTIONS to conceal the identity of any person featured in the production who has not consented to use of footage. If these steps are not taken to the CBSA's satisfaction it may require the removal of such footage.
- 6.4 Any privacy concerns in relation to people or any other matter in the production will be discussed by FORCE FOUR PRODUCTIONS and the CBSA on a case-by-case basis and in accordance with the relevant privacy legislation and guidelines.

**7. WRITTEN PERMISSION REQUIRED**

- 7.1 FORCE FOUR PRODUCTIONS will not include CBSA footage in any other FORCE FOUR PRODUCTIONS Company production without written permission from the CBSA.
- 7.2 FORCE FOUR PRODUCTIONS will not sell, distribute or otherwise disseminate CBSA footage with any party, without written permission from the CBSA.

**8. DISCLOSURE OF INFORMATION BY FORCE FOUR PRODUCTIONS**

- 8.1 FORCE FOUR PRODUCTIONS will not disclose any information as defined by the CBSA it receives from the CBSA except to the extent that such disclosure is necessary in producing the demo reel.

**9. INTELLECTUAL PROPERTY**

9.1 Intellectual Property in the episode vests in FORCE FOUR PRODUCTIONS immediately upon its creation, except to the extent that the rights are permanent and not capable of being transferred.

9.2 FORCE FOUR PRODUCTIONS agrees to grant the CBSA, on a case-by-case basis, permission not to be unreasonably withheld, and subject to format license restrictions and broadcaster approval (if applicable) a non-exclusive licence with terms to be negotiated in good faith to use and reproduce vision from the camera of the demonstration DVD or video for training purposes at no cost to the CBSA.

## **10. INDEMNITY**

10.1 FORCE FOUR PRODUCTIONS will indemnify the CBSA, its officers and employees, against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the CBSA) that the CBSA, its officers or employees may sustain or incur as a result of any act or omission (whether negligent or otherwise) of FORCE FOUR PRODUCTIONS, its employees, agents and contractors in or in connection with (whether directly or indirectly) the production, filming and screening of the episode including any infringement of third party Intellectual Property rights and disclosure of personal information.

10.2 FORCE FOUR PRODUCTIONS agrees:

- (a) to effect and maintain a suitable and appropriate public liability insurance; and
- (b) upon request, to provide proof of insurance acceptable to the CBSA.

10.3 The CBSA will indemnify FORCE FOUR PRODUCTIONS, its officers, employees and contractors, against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against FORCE FOUR PRODUCTIONS) that FORCE FOUR PRODUCTIONS, its officers, employees or contractors may sustain or incur as a result of any act or omission (whether negligent or otherwise) of the CBSA, its officers and employees in or in connection with (whether directly or indirectly) the production, filming and screening of the episode.

## **11. COSTS**

11.1 FORCE FOUR PRODUCTIONS is responsible for all costs in relation to the production.

## **12. CBSA PREMISES AND OPERATIONS**

12.1 FORCE FOUR PRODUCTIONS must, when using the CBSA's premises or facilities for the purposes of the production, comply with all reasonable directions and procedures including those relating to occupational health and safety and security in operation at those premises or facilities (including the CBSA's smoke-free workplace policy) whether specifically drawn to the attention of FORCE FOUR PRODUCTIONS or as might reasonably be inferred from the circumstances.



- 12.2 **FORCE FOUR PRODUCTIONS** acknowledges that all CBSA premises are active Government facilities conducting their assigned responsibilities and, from time to time, unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility or certain areas of a facility.
- 12.3 **FORCE FOUR PRODUCTIONS** acknowledges that CBSA operations cannot be unreasonably impaired. Diversion of equipment, personnel, and materials must be kept to a minimum. Activities of CBSA personnel assisting the production should be consistent with their official duties.
- 12.4 **FORCE FOUR PRODUCTIONS** acknowledges that the names of all individuals given to CBSA facilities to receive credentials must either be on the production crew or performing a specific job on behalf of the specific production company. No visitors, including family members or other guests, shall be permitted on CBSA controlled facilities unless specifically authorized by the CBSA.
- 12.5 **FORCE FOUR PRODUCTIONS** acknowledges that while on CBSA property, all film production cast and crew, including producers and directors must contact the CBSA Communications Directorate representative for any and all requests, approvals, queries, questions, comments, or other forms of official communication or permission.

### **13. ASSISTANCE BY THE CBSA**

- 13.1 The CBSA may provide assistance to **FORCE FOUR PRODUCTIONS** in accessing CBSA facilities, staff and operations.

### **14. RELATIONSHIP BETWEEN THE PARTIES**

- 14.1 The parties agree that nothing in this Agreement is intended to, nor will it, create:
- (a) a joint venture or partnership between the parties;
  - (b) an agency relationship between the parties; or
  - (c) any form of binding relationship.


### **15. TERMINATION**

- 15.1 Negotiation to terminate this Agreement can be initiated by either organization through 3 days written notice and will be terminated through mutual written agreement by the designated signatories to this MOU.

## **SIGNATORIES**

**IN WITNESS THEREOF**, this Memorandum of Understanding was signed in duplicate, each copy being equally authentic.

Original signed by

  
Benoit Chiquette, Director General, Communications Directorate

Date: \_\_\_\_\_


and

\_\_\_\_\_  
Blake Delgaty, Regional Director General, Pacific Region

Date: \_\_\_\_\_

Canada Border Services Agency

Original signed by

  
Rob Bromley, President

Date: \_\_\_\_\_

FORCE FOUR PRODUCTIONS LTD

## **Background: Force Four Entertainment**

Based in Vancouver, B.C., Force Four Entertainment has produced more than four hundred hours of television and has earned accolades on the national and international stage.

Over the past twenty years, Force Four Entertainment has won more than 35 awards for their documentary, drama, and factual entertainment projects. These awards include the prestigious Peabody Award for "Significant and Meritorious Achievement in Broadcasting," ten Gemini Awards and more than twenty-five Gemini nominations.

Force Four Entertainment has produced documentaries and TV series for every major broadcaster in Canada, and many others in the United States and around the world.

Force Four Entertainment has a proven track record in documentary production, which includes fifteen CBC *Life & Times* biographies of high profile Canadians including Terry Fox, Silken Laumann and Rick Hansen. Their documentary work also includes a 104 episode parenting series for W network, science documentaries for Discovery Channel and social documentaries for CBS, Global, Vision and Knowledge Network. Notable television shows produced by Force Four include: *Village on a Diet* (CBC), *The Cupcake Girls* (W Network), *The Shopping Bags* (W Network) and *Murder She Solved* (OWN).

Force Four Entertainment is owned by Rob Bromley, John Ritchie and Gillian Lowrey.