

Karuk Earned Media Policies

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This Policy Document addresses only Earned Media. Earned Media is material written about the Tribe that the Tribe hasn't paid for or created itself. Although this type of media is always published by a third party such as a newspaper or television news outlet, the Tribe may garner earned media through outreach efforts such as press releases, published reports, or direct contact with reporters and editors. Other times, news outlets will reach out to the Tribe on their own volition to develop a news story.

This document attempts to address the various strategies public relations staff and media consultants engage with news outlets to garner earned media.

This document includes a glossary of terms at the end.

Karuk Tribe Press Release

1. Press releases must have the included quotes approved by their spokespeople, and be stewarded by the Public Relations Specialist to Council for final approval.
2. For time-sensitive press releases, the Chairman or Vice Chairman can call a phone vote as soon as possible.

Coalition Press Releases

In order for the Karuk Tribe to officially sign on to a coalition press release:

1. The Tribal Council may approve signing on to a coalition press release based on a draft. If the draft goes through substantial edits, that second draft must be re-submitted for approval.
2. Council may assign a staff member (typically the PR Specialist) to review for consistency and recommend forwarding for signature or additional Council vote based on a final draft.

General Media Inquiries

In order for the Karuk Tribe to officially respond to general media inquiries:

1. The Council will designate spokespeople for specific topic areas to respond to media inquiries on behalf of the Tribe.

2. The PR Specialist will maintain the list of topic areas and approved spokespeople and provide an up to date list to relevant Department Director(s) and media consultants.
3. The PR Specialist, Department Directors and media consultants may direct press to tribal members or other topical experts to speak on areas of expertise but not on behalf of the Tribe.

Long-form Video Media

In order for the Karuk Tribe to actively participate in a long form video style news story:

1. The Council must approve requests for long form video media coverage and designate who can serve as a spokesperson(s) for Tribal government.
2. PR Specialist, media consultant, or Council designated staff must host media outlet representatives and manage for appropriate interviews and video coverage.
3. The Karuk Tribe may require the outlet to sign an MOA specifying that images recorded during this period may only be used for specified purposes.
4. The Karuk Tribe may require some form of final review and approval that is mutually agreeable to the Tribe and media outlet/videographer.

Documentary Films

In order for the Karuk Tribe to actively participate in a documentary:

1. The Council must approve requests to participate in a documentary.
2. PR Specialist, media consultant, or designated staff must host film makers and manage for appropriate interviews and video coverage with Tribal staff.
3. The Karuk Tribe may require the outlet to sign an MOA specifying that images recorded during this period may only be used for specified purposes.
4. PR specialists or consultants may recommend and Council may request to see the final version to ensure accuracy.

Definitions:

Coalition Press Release – A press release issued under the letterhead of a group of organizations working collaboratively on a common goal. Common examples for the Karuk Tribe include TREX, the Klamath Ad Hoc Media Coalition and Tribal Court Coalition.

Documentary film: according to Wikipedia, a non-fiction motion picture intended to *document reality primarily for the purposes of instruction, education, or maintaining a historical record*. It should be noted that whereas reports for reputable news outlets usually involved editorial oversight that defined the reputation of the outlet, documentary film makers often lack this oversight and thus documentary films can be slanted to the point of view of a single or small group of individuals.

Earned Media: material written about the Tribe that the Tribe hasn't paid for or created itself. Although this type of media is always published by a third party such as a newspaper or television news outlet, media outreach via press releases, published reports, or direct contact with reporters and editors are ways an organization garners earned media coverage.

Long form video news media - Video content developed by a news outlet that usually has a story arc with a beginning, middle, and end which in its entirety typically lasts longer than 10 minutes. This is different from a documentary as it is produced by a news outlet. Examples include PBS Nova, CBS 60 minutes, or special online video reports by New York Times or the Guardian.

Press Release -An official statement from an organization issued to news outlets giving information on a particular matter. A press release is intended to prompt news outlets to write and publish news stories on the topic covered.

Memorandum of Agreement

This Memorandum of Agreement (MOA) between the Karuk Tribe (“Karuk”) and PRODUCTION COMPANY sets forth terms and conditions by which PRODUCTION COMPANY may create, use and publish the images or videos (collectively, “Images”) of EVENT/LOCATION.

1. Unless Karuk provides PRODUCTION COMPANY with written notice to the contrary, _____ [name of PUBLIC RELATIONS SPECIALIST] shall serve as Karuk’s representative for all matters concerning this Agreement. PRODUCTION COMPANY shall direct all written and verbal communications concerning to PUBLIC RELATIONS SPECIALIST [contact information for PR SPECIALIST].
2. The PRODUCTION COMPANY must submit to Karuk a written request to photograph or film the EVENT/LOCATION. The request must include a summary of PRODUCTION COMPANY’s objectives and purpose for filming the EVENT/LOCATION. Unless and until Karuk approves the request in writing, PRODUCTION COMPANY may not photograph or film the EVENT. As part of the approval, the Karuk Public Relations Specialist will provide spokespeople to represent the Tribal government in this film.
3. The PRODUCTION COMPANY may use Images on its social media platforms on the condition that the Karuk Tribe social media page is tagged on the Images.
4. The PRODUCTION COMPANY may not distribute Images to a third-party entity without the express written consent of Karuk.
5. The Parties to this MOA shall agree on a DESIGNATED EXPERT agreed to review and approve the IMAGES for factual accuracy prior to release. The Parties understand that

the Designated Expert's determination of factual accuracy shall be binding on both Parties

6. PRODUCTION COMPANY agrees to provide materials or access to materials upon release such that they may be featured on the Karuk Tribe website and social media channels at the discretion of the Public Relations Specialist.
7. The Public Relations Specialist will provide the PRODUCTION COMPANY a list of options to fulfill needs for their stay such as lodging and meals.

By signing below the Karuk Tribe, including its designated employees, and PRODUCTION COMPANY are contractually obligated to fulfill all the aforementioned agreements.

Production Company (Signature) _____

Karuk Chairperson (Signature) _____

❖Media Release - Book Interviews❖

I understand that _____ (“Author”) is preparing and writing a work (“Work”), tentatively titled _____, which will be published by _____ (“Press”).

In order to assist the Author and the Press in the preparation of the Work, the Karuk Tribe representative _____ (“Representative”) has agreed (a) to be interviewed, (b) to the recording of this interview in any form and in any medium and (c) to provide information and other materials to be used in connection with the Work, including the Representative's personal experiences, remarks, incidents, dialogues, actions, and recollections, that the Representative may give to the Author or the Press (collectively, the “Interview Materials”). Photographs and media materials must be obtained through the Karuk Tribe material release process.

As consideration for the he Karuk Tribe’s Representative’s participation, the Author and Press agree to adhere to the following conditions:

1. Permit review and approval of the materials provided by the Representative, by either the Representative themselves or a designated individual, agreed upon by the Karuk Tribe and the Author. If the author requests this review to be supplied in written form the Author will allow a minimum of five (5) business days for review and approval of the materials.
2. Upon publication of the Work, the Author and Press will provide at least five (5) copies of the book free of cost to the Karuk Tribe within thirty (30) days of release.
3. Provide copies of any professional photos taken by the Author or the Press of the Representative to the Karuk Tribe for internal usage after publication at no cost. (if applicable).

The Karuk Tribe hereby grants to the Author and the Press, and to the licensees, successors, and assigns of each:

1. The right to quote, paraphrase, reproduce, publish, distribute, or otherwise use all or any portion of the Interview Materials in the Work, and in advertising and related promotion of the Work, in all forms and in all media throughout the world and in perpetuity.
2. The right to use the representatives name, image, and biographical data in connection with any use of the Interview Materials, including as described above.

The Karuk Tribe hereby acknowledges that they have no copyright or other rights in the Work.
Agreed and confirmed:

Author

Karuk Tribe

(print)

(signature)

(date)

❖ B-Roll Release Form ❖

This Footage Use Agreement (“Agreement”) is made as of the date of the last signature below by the Karuk Tribe, and _____ (“Requestor”), having an address of _____, so that Requestor can produce _____ (“Project”) regarding the Karuk Tribe.

The Footage provided by the Karuk Tribe for the Project shall include the following:

Title	Time range	Provider

In consideration of the mutual promises set forth, the parties hereto agree as follows:

- Credit Marking.** All Footage provided by the Karuk Tribe that is used shall be accompanied by the conspicuous marking “Courtesy of the Karuk Tribe”.
- Use of Footage.** The Karuk Tribe hereby grants to Requestor a non-exclusive right to use the Footage solely for the Approved Use only upon the terms and conditions set forth in this Agreement. Any other reproduction, use or alteration of the Footage requires the prior written approval from the Karuk Tribe. Requestor warrants that the Footage provided by the Karuk Tribe will be destroyed following the completion of the project, and that the Footage will not be used for any other purpose, e.g., used as stock footage in any other project.
- No Alteration.** Requestor agrees that the Footage shall be used exactly as furnished without alteration, additions, subtractions, or manipulations by use of computer, other electronic means, or any other method unless specifically approved by the Karuk Tribe. However, the Karuk Tribe acknowledges that certain alterations of the Footage may be required to produce an acceptable Video, and the consent required by the preceding sentence will be supplied by the Karuk Tribe Public Relations Specialist, Alora Sutcliffe, prior to release of the Video for publication. The Karuk Tribe agrees that the content in that approved Video will not be altered without further consent of the Karuk Tribe.

4. **Property of Karuk Tribe Disclaimer.** Requestor understands and acknowledges that the Footage is the property of the Karuk Tribe. Requestor understands and acknowledges that while the Karuk Tribe believes there are no restrictions on its ability to transfer the Footage according to the terms of this agreement, the Karuk Tribe does not make any express or implied representations or warranties with respect to the copyright status of or the rights of any third parties to the Footage, and the Karuk Tribe expressly disclaims any such responsibilities or warranty. All rights not expressly granted are reserved to the Karuk Tribe.
5. **Accuracy of Information.** Requestor hereby represents and warrants to the Karuk Tribe that the information submitted in connection with this Agreement is true and accurate and made to induce the Karuk Tribe to enter into this Agreement.
6. **No Assignment.** Requestor is not entitled to assign or otherwise transfer its rights under this Agreement without the prior written consent of the Karuk Tribe, which the Karuk Tribe shall be entitled to withhold in its sole and exclusive discretion. Requestor shall remain liable to perform its obligations under this Agreement notwithstanding any assignment that may be approved by the Karuk Tribe as provided herein.
7. **Miscellaneous.**
 - a. Failure of either party to this Agreement to insist upon the strict performance of any provision of this Agreement or to exercise any option or right herein contained will not be construed as a future waiver of any such provision, right or option. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing and signed by the parties making such waiver.
 - b. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and no change or modification, will be valid unless made in writing and signed by the party against whom such provision is being enforced. Each of the parties hereto agrees that in the event of any conflict between the terms of this Agreement and any other documents relating to the subject matter hereof, the terms of this Agreement will control.
 - c. This Agreement shall be governed by and construed in accordance with the laws of the Karuk Tribe; in absence of Tribal law, California law, excluding its conflict of laws principles, shall govern.
 - d. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but such counterparts together will be constitute one and the same instrument.
 - e. If any portion of this Agreement is determined, to any extent, to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
 - f. Requestor to pay Fifty Dollars (\$50) licensing fee per project to the Karuk Tribe prior to release.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date last written below.

Requestor

Karuk Tribe

_____ **Print** _____

_____ **Sign** _____

_____ **Date** _____