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**Karuk Tribe**



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**KARUK TRIBE**

**Media Policy Manual**

**As Approved:**

**May 15, 2025**

# Karuk Tribe



## Media Policy Handbook

### Cover Summary – May 2025

## Purpose of this Update

This handbook represents a comprehensive modernization of the Karuk Tribe's media engagement, content production, and licensing policies. The primary objective is to **protect Tribal sovereignty over content**, **simplify approval processes** for Tribal departments, and **formalize media relationships** in a way that respects the Tribe's voice, values, and cultural rights.

## Overview of Key Documents

- 1 Media Engagement & Authorization Policy**

Defines who may engage with media on behalf of the Tribe. Distinguishes between different types of content (*Promotional, Educational, Historical Cultural*) to streamline what requires PR or Council review. Formalizes a sign-off system: Directors and designated staff must be formally authorized by Council to engage with media.
- 2 Karuk-Produced Content Policy**

All content created with Tribal resources is owned by the Karuk Tribe. Content is categorized into three types: Promotional, Educational, and Historical Cultural. PR Office clears all standard content; only Cultural or Politically Sensitive Media must be reviewed by Council. Incidental content (event photos, flyers) requires only PR approval.
- 3 Licensing & Royalty Policy**

Establishes clear terms for outside parties using Tribe-owned content. Introduces a hybrid licensing and royalty structure for projects generating significant profit. Tribal Council retains full discretion to waive or modify fees and royalties.

#### **4 Book Interview Release Agreement**

Specific to written works involving Tribal engagement. Requires PR or Council approval depending on content sensitivity. Protects Tribal cultural knowledge while enabling responsible publication of Tribal perspectives.

#### **5 Public Event Attendance Policy**

Establishes that attendee's consent to the use of their image at Tribal events. All media captured becomes property of the Tribe. Opt-out procedure available for individuals wishing not to be recorded.

#### **6 License & Royalty Waiver Request Form**

Standardizes the process for individuals or organizations to request waivers. All waivers must be approved by Council and tied to specific projects only.

#### **7 Local Media Partnership Agreement**

Formalizes ongoing partnerships with trusted local organizations. Automatically waives licensing and royalty fees for media projects within an agreed scope. Partnerships must be renewed every 3 years and are void if messaging is violated. Cultural Media still requires separate Council approval, regardless of partnership.

#### **8 External Media Access Policy**

Regulates outside requests to film, record, or interview on Tribal lands or at events. Requires submission of a formal request form detailing project scope, content type, and individuals involved.

- Access approvals follow the same three-tier content review system.
- Onsite supervision, content review, and appropriate licensing may be required.
- The Tribe may deny or revoke access at any time for cause.

## Major Changes and Focus Areas

- **Categorization of Content:** Clear divisions between Promotional, Educational, and Historical Cultural Media to simplify review processes.
- **Council Oversight Where Needed:** Only sensitive or policy-critical media require Council involvement; everyday outreach is streamlined through the PR Office.
- **Ownership and Sovereignty:** Reinforces that all Tribal-produced media is Karuk-owned and cannot be licensed or distributed without Tribal authorization.
- **Revenue Protections:** New hybrid licensing and royalty structure ensures that Tribal content used commercially benefits the Tribe fairly.
- **Formal Partnership Framework:** Provides a path for local organizations to support the Tribe's vision while maintaining content control.
- **Automatic Consent for Public Event Media:** Reduces legal risk while enabling full promotional use of event media.
- **Centralized PR Office Role:** Consolidates media review, formatting, posting, and recordkeeping responsibilities under the PR Office to ensure consistency.

## Final Note

This handbook reflects the Tribe's commitment to cultural sovereignty, media excellence, and operational efficiency. While these policies provide flexibility for positive partnerships and public engagement, the core principles of **Tribal control, cultural respect, and strategic communications** remain paramount.

# Karuk Tribe

## Media Engagement & Authorization



### MEDIA CATEGORIES:

#### 1 Tribal Promotional Media

Includes content created or commissioned by the Karuk Tribe for the primary purpose of promoting the Tribe's vision, highlighting tribal programs, employment opportunities, community events, public service campaigns, organizational achievements, and policy initiatives aimed at public awareness.

#### 2 Tribal Educational & Informative Media

Includes lifeways, general historical knowledge, ecological knowledge, non-sensitive cultural traditions, and language revitalization efforts. These materials are intended for instructional, interpretive, or informational use

#### 3 Tribal Historical Cultural Media

Pertains to all media content that documents, references, or visually depicts sacred, ceremonial, or spiritual practices, oral histories, ancestral rites, and any cultural knowledge protected under Karuk Tribal cultural sovereignty.

### PURPOSE

To provide clear guidance for Directors and authorized staff regarding media engagement, interviews, and public-facing content related to Tribal programs. This protocol supports streamlined communications while preserving cultural sovereignty and Council oversight.

### WHO THIS APPLIES TO

- Department Directors
- Staff explicitly designated by Directors to represent Tribal programs
- Contractors or temporary staff given communications authority (e.g., project liaisons)

## WHAT YOU CAN SPEAK ON

You may engage with the media, partners, or public on topics that meet all three of the following conditions:

- Within your department's scope of services or operations
- Falls under Tribal Promotional or Tribal Educational content
- Does not address cultural sovereignty, sacred sites, ceremony, or sacred spiritual practices.

### Examples:

- Sharing program milestones, outreach efforts, or hiring initiatives
- Explaining health services, burn practices, food security, or language programs
- Participating in interviews about non-sensitive Tribal accomplishments

## WHAT REQUIRES PR OR COUNCIL REVIEW

You **must** consult the PR Office before participating in or approving media involving:

- Topics outside your department
- Third-party filming, licensing, or distribution
- Questions of content ownership, royalties, or footage use
- Personal interviews with potentially political or controversial framing
- Projects involving multiple departments

### You must receive formal approval from the PR Office and Tribal Council for:

- Cultural or historical materials involving ceremony, sacred knowledge, spiritual beliefs, traditional medicine, or ancestral trauma
- Any representation of Tribal Council policy positions unless directly authorized
- High-profile or commercial media projects (documentaries, books, feature films)

## CREDITS AND ATTRIBUTION

All authorized representatives must be clearly identified in media as: "Name, Title, for the Karuk Tribe"

## DESIGNATION & SIGN-OFF

I acknowledge that I have read and understand the Karuk Media Engagement Protocol for Directors and Authorized Representatives, and that I have received approval to engage with media in accordance with the responsibilities and limitations set forth in the policy. I understand that any restricted or culturally sensitive content must be routed through the Karuk Public Relations Office for review and clearance. My designation as an authorized media representative has been approved by the Karuk Tribal Council or its designated authority. A signed copy of this approval will be maintained by the PR Office for recordkeeping

Name	Department	Signature	Council Approval	Date

# Karuk Tribe Produced Content Policy



## PURPOSE

This policy governs the ownership, use, clearance, and distribution of content produced by or on behalf of the Karuk Tribe. It ensures consistent standards, protects cultural integrity, and affirms the Tribe's sovereign rights over its media and communications.

## DEFINITIONS

**Karuk-Produced Content** refers to any media created internally by Tribal departments, staff, contractors, or authorized representatives using Tribal resources, support, or direction.

## CONTENT CATEGORIES

All produced content shall be classified into one of the following three categories:

### ***Tribal Historical Cultural Media***

Refers to all recorded, transmitted, or reproduced materials—visual, audio, or textual—that portray, engage with, or reference sacred traditions, ceremonial practices, spiritual beliefs, ancestral rites, or cultural knowledge protected under Karuk Tribal sovereignty.

### **Examples:**

- Ceremonial recordings
- Sacred site documentation
- Traditional medicine or healing practices
- Oral histories

### **Approval Required:**

- Requires review and express written approval from the Karuk Tribal Council or their designated cultural authority.
- The PR Office will facilitate this review process and present the materials to Council.



## ***Tribal Educational & Informative Media***

Includes lifeways, general historical knowledge, ecological knowledge, non-sensitive cultural traditions, and language revitalization efforts. These materials are intended for instructional, interpretive, or informational use

### **Examples:**

- Language and ecological knowledge
- Informational signage or handouts
- Public health updates
- Historical facts and figures
- Reports and recaps
- Journalism about the Tribe

### **Approval Required:**

- Must be reviewed and approved by the PR Office.
- Council review is not required, unless the content crosses into Cultural Media or formal Tribal policy issues.
- Departments may distribute this content after PR clearance.

## ***Tribal Promotional Media***

Includes content created or commissioned by the Karuk Tribe for the primary purpose of promoting the Tribe's vision, highlighting tribal programs, employment opportunities, community events, public service campaigns, organizational achievements, and policy initiatives aimed at public awareness.

### **Examples:**

- Recruitment videos
- Highlight reels
- Branded campaign materials
- Entertainment and storytelling projects
- Department success stories

### **Approval Required:**

- Must be reviewed by the PR Office.
- If content represents formal policy positions or significant Tribal narratives, the PR Office will present it to the Tribal Council for final review.
- Otherwise, PR clearance is sufficient.

## **IV. INCIDENTAL CONTENT**

**Incidental Content includes routine or non-sensitive media such as:**

- Event photography
- Community highlights on social media
- Posters and outreach for Tribal events
- General program promotions

**Approval Required:**

- Must be reviewed by the PR Office.
- Council review is not required for incidental content.
- Departments may post and distribute these materials independently after PR approval.

## **V. OWNERSHIP & DISTRIBUTION**

All content produced by or on behalf of the Tribe is fully owned by the Karuk Tribe. The Tribe retains final editorial authority and full distribution rights. No content may be licensed, sold, or externally distributed without written approval.

## **VI. ADMINISTRATION & COMPLIANCE**

The PR Office maintains oversight of all Karuk-Produced Content. Departments are responsible for submitting content to the PR Office for clearance and for retaining copies for internal use. Any non-compliance may result in administrative review or loss of content privileges.

### **OWNERSHIP & RIGHTS**

All Karuk-Produced Content is the **exclusive property of the Karuk Tribe**. The Tribe reserves full and final editorial and distribution rights. No outside use, sale, or licensing is permitted without written authorization from the Tribe.

# Karuk Tribe

## External Media Access Policy



### Purpose

This policy governs the procedures and requirements for external production companies, journalists, or independent media professionals requesting access to film, photograph, record, or conduct interviews on Karuk Tribal lands, within Karuk-administered facilities, or at Karuk-sponsored events.

### Scope

This protocol applies to all non-Karuk entities requesting access for media purposes. It ensures that any external media activity aligns with Karuk Tribal sovereignty, cultural protections, and established media engagement policies.

### SECTION I: REQUEST PROCESS

All production companies or individuals seeking to produce content on Karuk lands must complete and submit a **Media Access Request Form** to the Karuk Tribe's Public Relations Office a minimum of 5 business-days in advance of the proposed activity.

The request must include:

1. Applicants contact information
2. Organization details
3. Description of the project and intended audience
4. Locations and dates requested for access
5. List of Karuk individuals or departments intended for interviews
6. Sample questions or storyboards, if available
7. Type of media to be produced (e.g., video, audio, still photography)
8. Distribution plans (e.g., educational, commercial, social media, broadcast)

## SECTION II: REVIEW AND APPROVAL

Approval authority is tiered based on the category of content as defined below:

1. **Historical Cultural Media** "Historical Cultural Media" refers to all recorded, transmitted, or reproduced materials—visual, audio, or textual—that portray, engage with, or reference sacred traditions, ceremonial practices, spiritual beliefs, ancestral rites, or cultural knowledge protected under Karuk Tribal sovereignty. This includes sacred sites, traditional medicines, oral histories, and ceremonial recordings not intended for public dissemination. The use or sharing of such content requires express written approval from the Karuk Tribal Council or its designated cultural authority and may be subject to elevated licensing or review standards due to its sensitive nature.
2. **Educational & Informative Media** "Educational & Informative Media" encompasses content developed for the purpose of public education, cultural awareness, and responsible journalism. It includes depictions of non-sacred Karuk traditions, ecological knowledge, language initiatives, historical narratives, and factual reporting about Tribal affairs. Media in this category may be produced by Tribal departments, educational institutions, nonprofit organizations, or third-party outlets with an aligned public interest. Review and clearance must be conducted by the Public Relations Office, which will determine if Council input is warranted.
3. **Tribal Promotional Media** "Tribal Promotional Media" includes any media materials created with the purpose of promoting Tribal services, programs, community events, or general Tribal visibility. This category includes flyers, event photography, departmental videos, and recruitment content. Clearance for use of Tribal seals or logos, as well as final formatting and messaging, must be coordinated through the Public Relations Office.

No content may be produced that portrays sacred, ceremonial, or restricted spaces or knowledge without full Council or cultural authority review. The Public Relations Office may deny or require revision of requests that do not align with the Tribe's values, sovereignty, or cultural protections.

## SECTION III: ONSITE CONDUCT AND REQUIREMENTS

Approved external media professionals must:

- Be accompanied by a designated Tribal liaison or supervisor at all times while on site.
- Abide by all Tribal regulations, privacy expectations, and location-specific rules.
- Respect any restrictions on areas, topics, or individuals identified by the Tribe.

## SECTION IV: Royalty and Exemptions

- Third parties are subject to a royalty fee for use of media featuring Karuk Tribe people, lands, or programs.
- No licensing fees shall apply.

**Royalty Structure:** In addition to any other requirements, the Requestor shall remit royalty payments to the Karuk Tribe if the final distributed Project generates net profits exceeding five thousand U.S. dollars (\$5,000). The royalty shall be calculated as a percentage of net profits according to the following graduated scale

<b>0%</b>	<b>7%</b>
<b>\$0 – \$5,000</b>	<b>\$5,000 and above</b>
<b>(Exempt)</b>	

Royalties shall be calculated on net profits only, and payment shall be due within sixty (60) days following the end of the first fiscal quarter in which the threshold is met. The Karuk Tribe reserves the right to audit the Requestor's financial records relevant to the Project upon reasonable notice.

**Royalty Exemptions:** The royalty provisions of this Article shall not apply to Projects falling exclusively within the following content categories as defined in Article I:

- Informative News and Journalistic Media produced by independent, non-partisan news agencies or credentialed journalists.
- Educational & Informative Media used for nonprofit, academic, or strictly educational purposes.
- Projects produced by or for registered nonprofit organizations, provided no commercial revenue is derived.

Requests for exemption must be made in writing and are subject to review by the Karuk Tribe Council.

## **SECTION V: Conditions of Access**

- All media gathering must respect Tribal cultural protocols, privacy expectations, and restricted areas.
- The Karuk Tribe reserves the right to assign staff to accompany third parties during media activities.
- Any deviation from approved project parameters may result in revocation of access and legal remedies.

### **Ownership and Rights:**

- Third parties retain ownership of their produced content; however, the Karuk Tribe retains the right to review, request changes, or deny public release if content violates cultural sensitivity, misrepresents the Tribe, or breaches agreed conditions.

### **Sanctions:**

- Violation of this protocol may result in immediate revocation of permission, denial of future access, and potential legal action.

# Karuk Tribe

## EXTERNAL MEDIA

### ACCESS REQUEST FORM



**Applicant Contact Information:**

- 1. Name: \_\_\_\_\_
- 2. Email: \_\_\_\_\_
- 3. Phone Number: \_\_\_\_\_

**Organization Details:**

- 1. Organization Name: \_\_\_\_\_
- 2. Affiliation (e.g., production company, freelance, news outlet): \_\_\_\_\_
- 3. Project Description and Intended Audience: \_\_\_\_\_
- 4. Locations and Dates Requested for Access: \_\_\_\_\_
- 5. Karuk Individuals or Departments Requested for Interview: \_\_\_\_\_

**Sample Questions / Storyboards** (Attach if available):  Attached  Not Yet Available

**Type of Media to be Produced** (check all that apply):  Video  Audio  Still Photography  Other:

**Distribution Plans** (check all that apply):  Educational  Commercial  Broadcast/TV  Social Media  Festival Circuit  Internal Use  Other: \_\_\_\_\_

**Authorized Karuk Individual (Project Liaison):** I acknowledge that I am authorized to engage with the media project listed above, that I have a current approved Media Engagement Protocol form on file with the PR Office, and that I will comply with all content review and approval processes.

Name: \_\_\_\_\_ Department: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**External Party Entity Representative:** I acknowledge and agree to the terms and conditions set forth in this Karuk Tribe External Media Access Policy

Representative Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Karuk Approval:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Karuk Tribe Press Release Policy



## **Purpose**

This policy establishes the official process and approval structure for issuing press releases on behalf of the Karuk Tribe. It ensures accuracy, proper authorization, and alignment with the Tribe's communications goals, while preserving the integrity of statements made in the Tribe's name.

## **Section I. Karuk Tribe-Originated Press Releases**

### **A. Drafting and Development**

1. All press releases shall be initially drafted by the relevant department, program, or authorized representative directly involved in the subject matter. The PR Office may elect to assume this role in coordination with the relevant Program Office.
2. Drafts shall be submitted to the Public Relations (PR) Office for review, refinement, and formatting in accordance with established Tribal communications standards.

### **B. Review and Attribution**

1. The PR Office shall ensure that all quoted individuals have reviewed and approved their attributed statements prior to submission.
2. Quotes or statements may not be modified without the express consent of the individual to whom they are attributed.

### **C. Final Approval and Submission**

1. Once reviewed and finalized by the PR Office, all press releases shall be submitted to the Karuk Tribal Council for final approval prior to publication.
2. Approval must be documented in writing or by council authorization.

### **D. Emergency and Time-Sensitive Situations**

1. In urgent or time-sensitive cases, the Chairperson and Vice Chairperson may approve, with subsequent documentation submitted to the Council.

### **E. Publication and Distribution**

1. Upon approval, the PR Office shall be responsible for posting the release to official communication platforms and ensuring appropriate dissemination to the public, media outlets, and other stakeholders.



## **Section II. Coalition or Joint Press Releases**

### **A. Draft-Based Approval**

1. The Tribal Council may authorize the Tribe's participation in a coalition press release based on review of a finalized draft.
2. Such approval must be documented by formal vote or written consensus.

### **B. Substantial Revisions**

1. If the content of the coalition press release is substantially revised after Tribal approval, the revised draft must be re-submitted to the Council for renewed authorization.

### **C. Delegated Review Authority**

1. The Council may assign the Public Relations Specialist or designated staff to conduct a final review for consistency with Tribal messaging and recommend a course of action.
2. Such delegation must be recorded in meeting minutes or formal correspondence and does not supersede the requirement for substantial content changes to be reviewed by the full Council.

## **Enforcement and Recordkeeping**

All press releases and related approvals shall be archived by the Public Relations Office. Non-compliance with this policy may result in the withdrawal of a press release and disciplinary review, if applicable.

# Karuk Tribe-Owned Content Licensing Agreement



*Media Category (select one):*

**Historical Cultural**

**Educational & Informative Media**

**Tribal Promotional Media**

## ARTICLE I – DEFINITIONS

For the purposes of this policy, the following terms shall have the meanings ascribed to them herein:

### Section 1. Historical Cultural Media

***"Historical Cultural Media"*** refers to all recorded, transmitted, or reproduced materials—visual, audio, or textual—that portray, engage with, or reference sacred traditions, ceremonial practices, spiritual beliefs, ancestral rites, or cultural knowledge protected under Karuk Tribal sovereignty. This includes sacred sites, traditional medicines, oral histories, and ceremonial recordings not intended for public dissemination. The use or sharing of such content requires express written approval from the Karuk Tribal Council or its designated cultural authority and may be subject to elevated licensing or review standards due to its sensitive nature.

### Section 2. Educational & Informative Media

***"Educational & Informative Media"*** This category encompasses content developed for the purpose of public education, cultural awareness, and responsible journalism. It includes depictions of non-sacred Karuk traditions, ecological knowledge, language initiatives, historical narratives, and factual reporting about Tribal affairs. Media in this category may be produced by Tribal departments, educational institutions, or third-party journalists adhering to ethical standards. Informational use that does not involve cultural sensitivities may be granted expedited review. Educational materials used by nonprofits and academic institutions may be eligible for licensing waivers.

### Section 3. Tribal Promotional Media

**"Tribal Promotional Media"** This refers to all media created to advocate for the Tribe, promote its image, or entertain. It includes films, branded campaigns, recruitment media, television or streaming features, theatrical projects, and independent productions portraying Karuk individuals, programs, or perspectives. Whether initiated by the Tribe or outside partners, such content requires Tribal review to ensure respectful representation and appropriate use of Tribal imagery, likenesses, or intellectual property. Licensing and royalty obligations will vary by project scope and commercial intent.

## ARTICLE II – PURPOSE & APPROVED USE

### Section 1. Identification of Project and Licensed Footage

The Karuk Tribe ("Licensor") agrees to provide the Requestor with select audiovisual content (hereinafter, the "Footage") pursuant to the terms and conditions set forth in this Agreement, and solely for use in connection with the specified project as identified below:

Project Title: \_\_\_\_\_

Requestor: \_\_\_\_\_

Organization: \_\_\_\_\_

The Footage licensed under this Agreement shall be identified as follows:

Title: \_\_\_\_\_

Time Range: \_\_\_\_\_

Provider / Department: \_\_\_\_\_

Any additional or substituted content must be submitted in writing and approved by the Karuk Tribe prior to use, and shall be attached as an exhibit or addendum to this Agreement.

## Section 2. Grant of License

The Karuk Tribe hereby grants to the Requestor a non-exclusive, non-transferable, and revocable license to use the Footage solely for inclusion in and promotion of the Project, in perpetuity, throughout all known and hereafter developed media platforms and distribution channels (collectively, the "Approved Use"), provided that all of the following conditions are met:

1. **Compliance:** The Karuk Tribe is not in breach or default of this Agreement at the time of use.
2. **Personal Releases:** No additional model or appearance releases shall be required for individuals depicted in Tribe-owned Footage, unless otherwise specified in writing by the Tribe.
3. **Footage Deletion:** Any and all unused Footage shall be permanently deleted or otherwise rendered irretrievable upon the conclusion of the Project's production and promotional lifecycle.
4. **Restrictions on Use:** The Footage shall not be resold, archived for future use, incorporated into stock media libraries, nor utilized in any future projects unrelated to the Approved Use, without the express written consent of the Karuk Tribe.

This license does not constitute a waiver of any rights held by the Karuk Tribe, including intellectual property rights, moral rights, or rights to future compensation unless expressly stated herein.

## ARTICLE III – OWNERSHIP AND MODIFICATION

### Section 1. Ownership

All rights, title, and interest in and to the Footage provided under this Agreement, including but not limited to all intellectual property rights and associated moral rights, shall remain the sole and exclusive property of the Karuk Tribe. Nothing in this Agreement shall be construed as a transfer of ownership or a grant of any rights beyond the limited license expressly provided herein.

### Section 2. Attribution

The Requestor shall provide appropriate on-screen credit in all final distributed versions of the Project in which the Footage appears. Such credit shall be prominently displayed and shall read, at a minimum: "Footage Courtesy of the Karuk Tribe"

Alternative wording or placement shall require prior written approval by the Karuk Tribe.

### Section 3. Permissible Modifications

The Requestor is authorized to make technical and creative modifications to the Footage solely for the purpose of conforming it to the format, language, or style of the Project, including but not limited to:

The Requestor is authorized to make technical and creative modifications to the Footage solely for the purpose of conforming it to the format, language, or style of the Project, including but not limited to:

1. Editing for duration, formatting, dubbing, translation, or captioning
2. Integration with other media elements as part of composite works

However, all modifications must adhere to the following conditions:

**No Material Misrepresentation:** Edits shall not materially distort, mislead, or alter the intended meaning, cultural context, or integrity of the original Footage. This includes, but is not limited to, edits that falsely alter spoken statements, gestures, or visual cues in a misleading manner (e.g., editing a statement of affirmation to appear as a denial).

**Cultural Integrity:** Any proposed edits that alter cultural content, traditional elements, or ceremonial representations shall require prior written approval from the Karuk Tribe before distribution.

The Karuk Tribe reserves the right to revoke or amend the permissions granted under this Section if, in its sole discretion, the final product is found to violate these terms or misrepresent tribal interests.

## ARTICLE IV – LICENSING FEES

### Section 1. Standard Fee Structure

The following licensing fees shall apply to the use of Footage provided under this Agreement, based on the nature of the content and duration of use:

Content Classification	Fee per Second (USD)	Minimum Billable Duration
<b>Educational &amp; Informative Media</b>	\$30	15 seconds
<b>Tribal Promotional Media</b>	\$50	15 seconds
<b>Premium / Historical Cultural</b>	\$120	15 seconds

Fees are calculated based on the final edited duration of the Footage appearing in the distributed version of the Project.

### Section 1-A. Bulk Discount Structure

In recognition of larger-scale licensing needs, the following bulk discount schedule shall apply to the cumulative duration of licensed Footage under this Agreement. Discounts shall be applied to the total licensing fee based on the final edited duration of the Footage included in the distributed version of the Project:

Total Licensed Duration	Discount Applied
0–29 seconds	No discount
30–59 seconds	5% off total licensing fee
60–119 seconds (1–1.99 minutes)	10% off total licensing fee
120–179 seconds (2–2.99 minutes)	15% off total licensing fee
180–239 seconds (3–3.99 minutes)	20% off total licensing fee
240–299 seconds (4–4.99 minutes)	20% off total licensing fee
300 seconds and over (5+ minutes)	25% off total licensing fee

Discounts shall be applied proportionally across all licensed media categories. The discount is based solely on the total number of seconds licensed in a single Project Agreement and does not apply retroactively to separate or future agreements.

**Note:** Bulk discounts apply solely to the licensing fees outlined in this Article and shall not affect or reduce any royalty obligations arising under Article V.

## **Section 2. Payment Terms**

All licensing fees shall be invoiced and payable in full prior to the public release, distribution, or broadcast of any media incorporating the Footage. Failure to render payment in a timely manner shall constitute a material breach of this Agreement and may result in the revocation of all usage rights granted herein.

Requestor to pay the licensing fee for the project to the Karuk Tribe prior to release to the Karuk Tribe and mailed to PO Box 1016, Happy Camp CA 96039.

## **Section 3. Discretionary Waivers**

The Karuk Tribal Council reserves the exclusive right to waive, reduce, or defer licensing fees in whole or in part at its sole discretion. Any such modification to the standard fee schedule shall be documented in writing and attached to this Agreement as an addendum.

# **ARTICLE V – HYBRID ROYALTY STRUCTURE**

## **Section 1. Royalty Obligations Based on Profit**

In addition to the licensing fees outlined in Article IV, the Requestor shall remit royalty payments to the Karuk Tribe if the final distributed Project generates net profits exceeding five thousand U.S. dollars (\$5,000). The royalty shall be calculated as a percentage of net profits according to the following graduated scale:

<b>0%</b>	<b>7%</b>
<b>\$0 – \$5,000</b>	<b>\$5,000 and above</b>
<b>(Exempt)</b>	

Royalties shall be calculated on net profits only, and payment shall be due within sixty (60) days following the end of the first fiscal quarter in which the threshold is met. The Karuk Tribe reserves the right to audit the Requestor's financial records relevant to the Project upon reasonable notice.

## **Section 2. Royalty Exemptions**

The royalty provisions of this Article shall not apply to Projects falling exclusively within the following content categories as defined in Article I:

1. Informative News and Journalistic Media produced by independent, non-partisan news agencies or credentialed journalists.
2. Educational & Informative Media used for nonprofit, academic, or strictly educational purposes.
3. Projects produced by or for registered nonprofit organizations, provided no commercial revenue is derived.

Requests for exemption must be made in writing and are subject to review by the Karuk Tribe Council.

## **ARTICLE VI – WARRANTIES AND TRANSFERABILITY**

### **Section 1. Representations**

The Requestor warrants and represents that all statements, applications, and supporting materials provided in relation to this Agreement are complete, accurate, and made in good faith to the best of their knowledge and belief.

### **Section 2. Non-Transferability**

Except as expressly provided below, the rights granted under this Agreement are personal to the Requestor and shall not be sublicensed, assigned, or otherwise transferred to any third party without the prior written consent of the Karuk Tribe.

### **Section 3. Permissible Distribution Assignments**

The Requestor may, without additional consent, assign or license distribution rights solely for the purpose of disseminating the Project on third-party broadcast or digital platforms (e.g., public television, Hulu, Netflix, Pechanga Broadcasting Network), provided such platforms do not alter the content or exceed the scope of the Approved Use defined herein



## ARTICLE VII – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws, customs, and legal codes of the Karuk Tribe. In the event that no applicable tribal provision exists, the laws of the State of California shall serve as a secondary framework, to the extent they do not conflict with Karuk Tribal Law or Tribal Sovereignty.

All disputes arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the Karuk Tribal Court.

Nothing in this Agreement shall be construed as a waiver of the Karuk Tribe’s sovereign immunity, which is expressly retained in full.

## ARTICLE VIII – TERMINATION AND ENFORCEMENT

The Karuk Tribe reserves the right to revoke any rights granted under this Agreement, terminate the license, and pursue all remedies available at law or equity, including injunctive relief and damages, under the following circumstances:

The Karuk Tribe reserves the right to revoke any rights granted under this Agreement, terminate the license, and pursue all remedies available at law or equity, including injunctive relief and damages, under the following circumstances:

1. Cultural Misrepresentation or Misuse: If the Footage is materially altered, taken out of context, or otherwise used in a manner that misrepresents Karuk culture, values, or individuals.
2. Non-Payment: If the Requestor fails to remit licensing fees or royalties as required under Articles IV and V.
3. Breach of Modification Terms: If the Requestor violates the restrictions on editing or repurposing set forth in Article III.

Written notice of breach shall be provided, and the Requestor shall have ten (10) business days to cure the breach unless the nature of the offense is such that immediate termination is warranted, as determined by the Tribe in its sole discretion.

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

Signature	Date	Council Approval	Date

# Karuk Tribe

## Book Interview Release



*Media Category (select one):*

**Historical Cultural**

**Educational & Informative Media**

**Tribal Promotional Media**

### **ARTICLE I – DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply exclusively in the context of written works (the “Work”) that include content resulting from direct engagement with the Karuk Tribe, its members, departments, or affiliated institutions. This includes, but is not limited to, interviews, site visits, access to cultural archives, or the use of privileged knowledge and oral testimony.

#### **Section 1. Tribal Historical & Cultural Content**

**“Tribal Historical & Cultural Content”** includes any material—whether written, quoted, or paraphrased—that references sacred traditions, ceremonial practices, spiritual beliefs, origin stories, protected oral histories, or other culturally sensitive knowledge belonging to the Karuk Tribe.

This category is governed by the Tribe’s sovereign authority over its cultural property. Inclusion of such content in any Work is strictly prohibited without prior, written review and approval from the Karuk Tribal Council or its designated cultural authority. This includes both direct and interpretive representations of the material, regardless of format or intent.

#### **Section 2. Educational & Informative Content**

**“Educational & Informative Content”** encompasses general, non-sensitive knowledge shared by Tribal representatives that is intended to promote accurate public understanding of Karuk culture, language, historical experiences, ecological knowledge, or government structure.

This includes, but is not limited to, widely known practices, language revitalization content, tribally endorsed educational programs, and cultural descriptions intended for non-commercial public education. This content must be represented accurately and in cultural context. While less restrictive than cultural content, it remains subject to internal review for factual correctness and cultural respect.

### Section 3. Tribal Promotional Content

**"Tribal Promotional Content"** refers to content that highlights or promotes the Karuk Tribe's programs, leadership, services, events, strategic goals, or public messaging, as presented by authorized Tribal representatives.

This category includes materials shared for the express purpose of supporting the Tribe's public image, outreach efforts, or advocacy. Any such content must be reviewed and approved by the Karuk Public Relations Office to ensure accuracy, alignment with current messaging, and proper contextual use. The Tribe retains the right to require modifications or deny inclusion if the use does not support its public communications strategy.

## ARTICLE II: ACCESS AND CONDITIONS

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, recollections, and any related content disclosed through approved access (collectively, the "Interview Materials"). Photographs and media materials must be obtained through the Karuk Tribe's standard Material Release process. As consideration for the Karuk Tribe's Representative's participation, the Author and Press agree to the following conditions:

1. Permit review and written approval of any Interview Materials categorized as Historically Cultural Content which must be obtained from the Karuk Tribal Council or its designated cultural review body. Interview Materials falling under General Educational Content, Tribal Promotional Content, or Informative/Journalistic Narrative shall be reviewed and approved by the Karuk Tribe Public Relations Office. The Author will provide no fewer than five (5) business days for such review upon request.
2. Upon publication of the Work, the Author and Press will provide at least five (5) complimentary copies to the Karuk Tribe within thirty (30) days of release.
3. If applicable, provide copies of any professional photographs of the Representative taken by the Author or Press, to the Karuk Tribe for non-commercial internal use, free of charge.

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

1. The non-exclusive right to quote, paraphrase, reproduce, publish, distribute, or otherwise use approved portions of the Interview Materials in the Work and in advertising or promotional activities related to the Work, in all forms and media, worldwide and in perpetuity.
2. The right to use the Representative's name, likeness, and biographical data in connection with any use of the approved Interview Materials, including as described above.

The Karuk Tribe hereby acknowledges that it does not claim copyright or authorship in the Work as a whole but retains ownership and cultural oversight of any protected Tribal content as defined under Article I of this Agreement.

### **ARTICLE III – ROYALTY STRUCTURE (Conditional Use)**

In the event that the approved Interview Materials constitute a significant portion of the final Work—as determined by the Karuk Tribe—the Author and Press agree to remit a graduated royalty payment to the Karuk Tribe based on net profits derived from sales of the Work. This royalty shall apply only if the Work generates net profits exceeding five thousand U.S. dollars (\$5,000) and shall be calculated as follows:

<b>0%</b>	<b>7%</b>
<b>\$0 – \$5,000</b>	<b>\$5,000 and above</b>
<b>(Exempt)</b>	

Royalty payments shall be made on an annual basis, within sixty (60) days of the close of each fiscal year in which qualifying net profits are realized. These shall be paid to the Karuk Tribe and mailed to PO Box 1016, Happy Camp CA 96039. The Karuk Tribe reserves the right to request reasonable documentation to verify net profit figures related to the Work.

#### **Waivers and Exceptions**

Only the Karuk Tribal Council shall have the authority to waive, reduce, or grant exceptions to the royalty obligations described herein. Any such waiver or modification must be provided in writing and signed by the Council.

This provision shall not apply to Works where the Interview Materials are deemed minor or incidental to the overall content, subject to formal written determination by the Karuk Public Relations Office.

# Karuk Tribe

## Event Attendance Media Policy



### ***Consent to Use of Image and Likeness***

By attending any public event organized, hosted, or sponsored by the Karuk Tribe, all attendees—whether participants, spectators, or invitees—hereby acknowledge and agree to the following terms and conditions:

#### **1. Consent to Photography, Audio, and Video Recording**

Attendance at any public event constitutes an express grant of permission to the Karuk Tribe and its authorized representatives to capture and record the attendee's image, voice, and likeness by any photographic, video, or audio means. Such recordings may be used, edited, published, reproduced, or distributed by the Tribe for any lawful purpose, including but not limited to promotional, educational, documentary, archival, or public information purposes, in perpetuity and throughout the world, without compensation or further notice.

#### **2. Ownership and Use of Media**

All media content—including photographs, video recordings, and audio recordings—captured at the event shall be considered the exclusive property of the Karuk Tribe. The Tribe retains full rights, title, and interest in such materials and reserves the right to use, license, or disseminate such content at its sole discretion. Furthermore, any media submitted to the Tribe for consideration, publication, or distribution shall become the property of the Karuk Tribe. Submission of such material constitutes a full waiver of any rights, claims, or entitlements by the submitting party, including but not limited to rights of attribution, approval, or compensation.

#### **3. Notice of Exception and Opt-Out Procedure**

Individuals who do not wish to be photographed or recorded must notify designated event staff upon arrival. The Tribe will make reasonable efforts to accommodate such requests; however, attendees acknowledge that presence in public or group areas may result in incidental inclusion in media content. The Karuk Tribe assumes no responsibility for unintentional capture or use of an individual's image in such cases.

# Karuk Tribe LICENSE & ROYALTY WAIVER REQUEST FORM



**Purpose:** This form is to be used by individuals or organizations requesting a waiver of licensing fees, royalty payments, or both for the use of Karuk Tribe-owned content. Each request will be reviewed on a case-by-case basis by the Karuk Public Relations Office and requires Tribal Council approval.

## SECTION 1: REQUESTOR INFORMATION

- o Name:
- o Organization (if applicable):
- o Email:
- o Waiver Request Type:

## SECTION 2: PROJECT DETAILS



**Project Description:**



**Justification:**

## SECTION 3: Council Approval

### Council Approval

By signing below, the Karuk Tribal Council hereby approves the requested waiver of licensing fees, royalty payments, or both as detailed in this form for the specified project. This approval is granted solely for the project described and does not extend to any future use or unrelated materials. The Council retains the right to impose additional terms or revoke this waiver if the project scope changes or if the use of content violates Tribal policies or agreements.

### Requested By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

### Karuk Tribe Approval

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# Karuk Tribe Local Media Partnership Agreement



**Purpose:** This agreement establishes a formal local media partnership between the Karuk Tribe and the partnering organization listed below. Partnerships are reserved for organizations aligned with supporting the Tribe's vision, policy goals, and promotion of Karuk issues.

**Partner Organization:**

**Scope of Focus:**

Briefly describe the primary area(s) of collaboration, e.g., education, environmental stewardship, cultural promotion, public health, etc.:

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**Terms of Partnership:**

- This agreement creates an ongoing relationship with the Partner Organization, subject to renewal every three (3) years.
- During the term of this agreement, the Partner is entitled to an **automatic waiver of licensing and royalty fees** for approved media projects related to the agreed Scope of Focus.
- All media projects must be coordinated through the relevant Karuk Tribe Department Director and receive final approval by the Karuk Public Relations Office.
- **Cultural Media** — any content involving sacred traditions, ceremonial practices, or protected cultural knowledge — **requires explicit Tribal Council approval** regardless of partnership status.
- This agreement becomes immediately **void** if the Partner Organization acts in negligent violation of the Karuk Tribe's approved messaging or exceeds the defined Scope of Focus without prior written approval.

## Oversight and Responsibility

The Karuk Tribal Council shall initially authorize all local partnership agreements by vote. Once a partnership agreement is executed, primary oversight and monitoring shall be the responsibility of the Tribal Department Director associated with the cooperative project.

## Director Responsibilities

- The Director shall ensure that all cooperative media projects, promotional activities, and public-facing materials remain consistent with the terms and conditions of the approved partnership agreement.
- The Director is responsible for ongoing communication with the partner organization to uphold the integrity, cultural accuracy, and mutually agreed purposes of the partnership.
- The Director shall immediately report any suspected or actual breach, misuse, or deviation from the approved agreement to the Karuk Tribe Public Relations Office for review and further action.
- In cases involving culturally sensitive material, the Director must escalate the matter directly to the Tribal Council or their designated cultural authority prior to taking any remedial action.

## Public Relations Office Role

- The Karuk Tribe Public Relations Office shall maintain records of all approved local partnership agreements.
- Upon notification of a breach or concern, the Public Relations Office shall coordinate the review process, recommend corrective action if necessary, and, when appropriate, elevate issues to the Tribal Council.

## Acknowledgment:

By signing below, both parties agree to the terms outlined above and affirm their commitment to upholding the integrity and goals of the partnership.

### Authorized Representative – Partner Organization

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Karuk Tribe Approval

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



# Karuk Tribe Media Logo & Seal Use



## ARTICLE I – PURPOSE

The Karuk Tribe (“Tribe”) contributes to and partners with numerous nonprofit agencies, community organizations, educational initiatives, and sponsored events throughout the year. In recognition of the Tribe’s contributions — whether monetary, programmatic, or through employee participation — the use of the Karuk Tribe’s official logo or seal (“Marks”) shall be required on all public-facing materials related to such partnerships.

This Policy establishes the conditions for proper use of the Tribe’s Marks to ensure consistent recognition, prevent misuse, and protect Tribal identity.

## ARTICLE II – REQUIRED USE OF TRIBAL MARKS

### Section 1. Applicability

The Karuk Tribe’s logo or seal shall be affixed to any materials distributed to the public in connection with events, programs, communications, or collaborations where the Tribe has provided any of the following:

- Direct monetary support
- Programmatic assistance
- Employee or representative participation

### Section 2. Placement Requirements

The Tribe’s Marks must be clearly visible and appropriately placed on the following types of materials:

- Flyers, posters, or advertisements for events receiving Tribal support
- Brochures, information packets, and educational materials involving Tribal participation
- Email notifications, official announcements, or collaborative agreements mentioning Tribal assistance

### Clear Placement

Logo must be placed on the front page or top half of flyer if possible.

### **Required Language:**

In all cases, the following acknowledgment shall accompany the logo or seal:

- If the Tribe is **one of several contributors**:  
*"Sponsored with assistance from the Karuk Tribe."*
- If the Tribe is **the primary or sole contributor**:  
*"Sponsored by the Karuk Tribe."*

### **Examples:**

- A flyer for a community dinner sponsored in part by the Tribe must display the Karuk Tribe's logo with the acknowledgment.
- A collaborative brochure involving Tribal employees must include the Karuk Tribe's logo and acknowledgment.
- Email notifications regarding co-sponsored events must similarly display the logo and acknowledgment.

### **Section 3. Additional Logos**

Partner entities may affix their own logos alongside the Karuk Tribe's Marks; however, the Karuk Tribe's logo or seal must always be included if Tribal assistance was provided.

## **ARTICLE III – AUTHORIZATION AND RESTRICTIONS**

### **Section 1. Authorization**

Entities unsure about the necessity or correct placement of the Tribe's logo or seal must seek clarification prior to distribution.

All inquiries regarding logo use shall be directed to the Public Relations Office:

**Public Information Director: Tyvin Whittaker**

### **Section 2. Copyright Protection**

The Karuk Tribe's logo and seal are protected under copyright law.

Unauthorized, altered, inappropriate, or misleading use of the Tribe's Marks is strictly prohibited and may result in legal action or revocation of partnership privileges.