
Contracts Checklist between media arts presenters and artists or copyright holders

IMAA recommends that presenters and artists (or copyright holders) enter into agreements via signed contracts. A signed contract is the clearest way to record the terms of an agreement, but other forms of communication can also be used (e.g., an email conversation).

Version française

The Independent Media Arts Alliance (IMAA) has developed this resource to guide and support the presentation of media arts online.

This guide was developed by researcher Mariane Bourcheix-Laporte in collaboration with a working group of 11 media artists and cultural workers. The working group met several times in the Spring and Summer of 2021 as part of IMAA's **Online Presentation Standards Project**.

This document should be used with the **IMAA Fee Schedule** and these publications:

- **Intellectual Property and Online Presentation: Guidelines and Resources for the Media Arts Community;**
- **Towards Accessible Online Presentation Models: Introduction and Resources for the Media Arts Community;**

- [Online Presentation Workflow: Resources for the Media Arts Community;](#)
- [Glossary of Terms: Online Media Arts Presentation Standards;](#)
- [External Resources: Online Media Arts Presentation Standards.](#)

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General guidelines

Ensuring consent is key. One party cannot presume of the other party's consent.

- Contract terms should be written in clear language.
- All parties should understand and agree with the terms.
- The contract must be signed by the copyright holder (for all copyright matters, e.g., screenings, exhibitions, reproductions, etc.). Usually, in independent media arts, the artist is the rights holder.
- The contract should be signed before the presentation or event.

In Canada, various forms of e-signatures are generally recognized as equivalent to in-person signatures. For more information, consult the Government of Canada Guidance on Using Electronic Signatures (<https://www.canada.ca/en/government/system/digital-government/online-security-privacy/government-canada-guidance-using-electronic-signatures.html>).

Outline responsibilities and expectations.

- The responsibilities and expectations of the presenter should be outlined.
- The responsibilities and expectations of the artist/copyright holder should be outlined.
- The artists' remuneration should be itemized, with payments for different activities separated out into individual amounts.

For example, the royalty payment received through screening fees should be separate from the professional fees received for an artist talk.

What to include

Name of the presenter and artist/copyright holder

- Legal names must be provided
- In the case of co-authorship, the artist asserts that they have cleared the rights with collaborators. If not, all the coauthors must sign the contract.

Which work(s) will be presented and/or reproduced

- Title, year, medium, duration, etc.

Terms of use of the work(s)

- Licensing for public presentation – includes dates, context, format, etc.
- Licensing for reproduction – includes types, formats, uses, dates, etc.

Licensing terms:

- Formats, uses, dates, etc.
- Exclusivity requirements – duration, territory, premiere, etc.
- Transferability specifications – can the presenter transfer its presentation and reproduction licence to another party?

Respect of moral rights of the artist

- Attribution requirements
- File format(s) for presentation and file conversions done by presenter
- Use of material for promotional purposes (promotion of the event only)
- Production and use of presenter's copies (temporary and archival)
- File and data management plan (e.g., server/cloud service used, etc.)
- Digital rights management tools and other security measures

Other activities and expectations

- Type of professional service (installation, artist's talk, panel discussion, Q&A, etc.)
- Date / format / duration / expectations
- Recording, or not, of the talk/panel/Q&A and terms of use of the recording (see below)

Services provided by the presenter

- Travel and accommodation
- Archival recording
- Non-monetary benefits
- Etc.

Remuneration (separate out items)

- Artists' fees (royalty payments for screenings, audio presentations, and exhibitions)
 - Specify the currency (e.g., CAD, USD, EUR, etc.)
 - For online presentation, separate out add-on fees
- Professional fees (installation, artist's talk, panel discussion, Q&A, etc.)
- Reproduction Royalty (fees for the use of images and reproductions)
- Travel, accommodation and per diem fees
- Other fees and non-monetary benefits

Online presentation contexts

For online presentation contexts, contracts should specify:

Which file formats and technology will be used for presentation, data transfer, temporary file storage and long-term archiving.

- Contracts should specify whether a presenter will be compressing or reformatting a file and how these formats will be used (e.g., a presenter livestreams a film in high definition, but makes a standard definition back-up copy to use if their internet connection slows down.)

Which third-party platforms will be used, including streaming services, cloud services, and file transfer and hosting services.

- Contracts should specify when and for how long copies of the work will be available on these platforms.

How the presenter plans to manage files and data.

- The contract should specify how presenters will maintain temporary and long-term copies and for how long.

Temporary copies include primary and back-up copies for presentation. Long-term copies include archival storage of files in digital and physical formats for the presenter's organizational records.

If the presenter will use digital rights management (DRMs) tools and/or other security measures.

For more information on best cybersecurity practices, see IMAA's [Cyber Safe and Sound](#) resource.

If the presenter will use geo-blocking technology.

- Contracts should clearly state whether geo-blocking will be applied and if so, to what territory and for how long.

For livestreamed screenings and audio presentations (synchronous presentation mode):

- Date and time of presentation(s)
- Number of screenings
- Participation in post-screening Q&A (see section below)
- On-demand availability after initial screening (see section below)

For on-demand screenings and audio presentations (asynchronous presentation mode):

- Period of on-demand availability (dates)
- Viewing window after activation (if applicable)

For online media arts exhibitions and projects:

- Period of online availability (dates)
- Number of artists in exhibition/project

For livestreamed artist talks, participations on panels/roundtables, and speaking engagements at screenings:

- Will the event be recorded?
- Period of on-demand availability (dates or unlimited) if the recording is made available for on-demand viewing

For on-demand pre-recorded artist talks and participations on panels/roundtables:

- Period of online availability (dates or unlimited)