

Intellectual Property and Online Presentation



Guidelines and Resources for the Media Arts Community

Version française

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INTRODUCTION

It's important for media arts presenters to think about intellectual property (IP) issues in all of their presentation activities. When presenting media artworks in in-person settings, presenters face a set of issues related to the management of IP rights. Online presentation contexts make these issues more complex because of the added parameters involved. The different web platforms and presentation modes that are used in online presentation create new challenges from the point of view of IP management.

The Independent Media Arts Alliance (IMAA) has developed this resource to guide and support the presentation of media arts online. This guide raises awareness of the legal context and challenges related to IP management in online presentation. The goal is to support the adoption of a fair and transparent approach to the presentation of media arts online. Because there is no one-size-fits-all model, IMAA encourages presenters to adapt this guide to their needs and contexts.

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 guide should be used with the IMAA Fee Schedule and these publications:

- 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

1. LEGAL FRAMEWORK

This section explains some of the key items in Canadian law that have an impact on the payment of fees to artists and on the management of intellectual property rights.

1.1 Federal Status of the Artist Act and related regulations

The [Status of the Artist Act](#) became part of Canada's legal system in 1992, a few years after Canada signed [UNESCO's 1980 Recommendation Concerning the Status of the Artist](#). This policy encourages UNESCO member states to recognize, support, and promote the work of artists.

In Canada, the *Status of the Artist Act* formally recognizes the social and economic value of artists' contribution to society. It guarantees artists the right to be paid for their work and to join professional associations that can represent their rights.

Collective agreements through professional associations

Under the Act, certified professional associations can bargain scale agreements on behalf of their members. These agreements determine minimum rates and conditions for artists' fees and services provided by artists. These agreements can be negotiated with federal institutions (e.g.,

national museums) and broadcasters. Once an agreement has been reached, it becomes binding like a union's collective agreement.

For example, the Canadian Artists' Federation (CARFAC) is a certified professional association that has negotiated an agreement with the National Gallery of Canada [<https://www.carfac.ca/agreements/>]. This means that the National Gallery has to follow the terms of the agreement. Here, following the scale agreement is **mandatory**, not voluntary.

IMAA cannot be accredited under the Act as a professional association because it does not represent artists. A list of all professional associations certified under the act can be found here:

<http://www.cirb-ccri.gc.ca/eic/site/047.nsf/eng/00618.html>

See Sections 5 and 6 of *Status of the Artist Act* for more information.

Non-binding artists' fee schedules

Binding agreements can only be negotiated with federal institutions and broadcasters. This means that professional associations can't negotiate scale agreements with most visual and media arts presenters. In this case, following the recommendations of a fee schedule is **voluntary**, not mandatory.

The [IMAA Fee Schedule](#) and the [CARFAC-RAAV Minimum Recommended Fee Schedule](#) are examples of non-binding artists' fee schedules. However, they set national minimum standards for the payment of artists' fees. Arts funders like the Canada Council recognize both the IMAA and CARFAC-RAAV fee schedules as standards that grant recipients must meet, at minimum. Whether or not they receive grants from the Canada Council, presenters are encouraged to pay higher rates according to their capacities.

Types of fees included in visual and media arts fee schedules

Artists' fees correspond to recommended amounts for **royalties** paid to artists, for the screening or exhibition of their copyrighted works. According to the CARFAC/RAAV Fee Schedule, copyright royalties "apply to the reproduction, exhibition, or presentation of works" ([CARFAC/RAAV, Definition of Copyright Royalties](#)). Artists' fees outlined in sections 1 and

2 of the IMAA Fee Schedule correspond to recommended amounts for copyright royalties.

- Tax implications for artist' fees (copyright royalty payments):
 - The Canada Revenue Agency (CRA) defines “royalties” as “payments received as compensation for using or allowing the use of a copyright, patent, trademark, formula, or secret process. They can also include payments in regard to cinematic films, film works, or television tapes” (**CRA, Line 10400 - Royalties**).
 - Presenters making royalty payments (paying artists' fees) to residents of Canada should issue a **T5 tax slip**, which is used to document this type of payment.
 - Artists receiving artists' fees (copyright royalty payments) should refer to the **CRA's website** for information on how to include this type of income in their tax return.
 - Presenters may have to pay GST/HST on artists' fees (copyright royalties) when working with distributors and artists who are **GST/HST registrants**.

Professional fees correspond to recommended amounts paid to self-employed artists and other cultural workers for services rendered through professional activities. Professional fees are outlined in section 3 of the IMAA Fee schedule.

- Tax implications for professional fees:
 - Presenters making honorarium payments (paying professional fees) to residents of Canada should issue a T4A tax slip, and report payments in Box 048 - Fees for services. Please visit the **CRA's website** for more information.
 - Presenters may have to pay GST/HST on professional fees when working with artists and service providers who are **GST/HST registrants**.

Provincial *Status of the Artist* acts

Some provinces have also passed different *Status of the Artist* acts, which set provincial frameworks to support artists.

Ontario

Status of Ontario's Artists Act, 2007, S.O. 2007, c. 7, Sched. 39

<https://www.ontario.ca/laws/statute/07s07>

Nova Scotia

Status of the Artist Act

https://nslegislature.ca/legc/bills/61st_4th/1st_read/b001.htm

Saskatchewan

The Arts Professions Act, SS 2009, c A-28.002

<https://www.canlii.org/en/sk/laws/stat/ss-2009-c-a-28.002/latest/ss-2009-c-a-28.002.html>

Québec

Québec has two versions that apply to different types of creative workers:

- For “self-employed artists who create works in the fields of visual arts, arts and crafts and literature and to the promoters of such works”: *Act Respecting The Professional Status Of Artists In The Visual Arts, Arts And Crafts And Literature, And Their Contracts With Promoters*
<http://legisquebec.gouv.qc.ca/en/showdoc/cs/S-32.01>
- For “artists and to producers who retain their professional services in the following fields of artistic endeavour: the stage, including the theatre, the opera, music, dance and variety entertainment, multimedia, the making of films, the recording of discs and other modes of sound recording, dubbing, and the recording of commercial advertisements”: *Act Respecting The Professional Status And Conditions Of Engagement Of Performing, Recording And Film Artists*
<http://legisquebec.gouv.qc.ca/en/ShowDoc/cs/S-32.1>

1.2. Federal Copyright Act

In Canada, **intellectual property** law has three main branches: copyright law, patent law, and trademark law. Of the three, copyright law is most relevant to the independent media arts community.

The [Canadian Intellectual Property Office](#) defines **copyright** as: “the exclusive, legal right to produce, reproduce, sell or license, publish or perform an original work or a substantial part of it” ([What is Copyright?](#)). In other words, copyright is the right to decide if and how a work can be copied and/or used in public.

The *Copyright Act* is the law that regulates the ownership and use of copyrighted material, including artworks. For a list of items covered by the *Copyright Act*, see the “What Copyright Protects” section of [A Guide to Copyright](#).

The Act provides a legal framework for copyright holders to have a say in how their work is used. It also enables them to collect **royalties** from their work. The legal term for what the media arts community calls screening, exhibition, and performance fees is **copyright royalties**. Copyright royalties are defined as: “a sum paid to copyright owners for the sale or use of their works or other subject-matter” ([Glossary of Intellectual Property Terms](#)).

Media arts presenters should understand the aspects of the *Copyright Act* explained below.

Copyright ownership

The Act defines different types and conditions of copyright holders:

Author

An author is defined as: “The creator of an artistic, literary, musical or dramatic work” ([Glossary of Intellectual Property Terms](#)). **In the media arts community, authors are more often called artists or producers.**

Author as first copyright holder

The author of a work is the **first copyright holder** over the work. This means that, unless the author has transferred their copyright or licensed their work, the author must consent to any reproduction or public use of their work.

More than one copyright holder

Copyright applies equally to all authors in the case of a work produced by more than one author unless they have transferred their copyright. For media arts presenters, this means that screening and exhibition agreements must be made with all those identified as authors and who have retained their copyright. For example, if an artists' collective makes a work, each artist in the collective has copyright over the work. Each artist should sign the screening agreement.

Works involving different copyrightable elements

In the case of works involving different copyrightable elements (e.g., dramatic feature film), primary authors may have agreements with their contributors giving them rights over the work. These can be employment contracts or copyright transfer and licensing agreements (see sections below).

Work made in the course of employment

Unless stated otherwise in a contract, an author's employer has copyright over the works made under the author's employment or contract of service. This is not the case for articles in periodical publications.

Commissioned works

The author retains rights of works produced under commission unless the commission takes place under employment contract.

What this means

- **For authors under employment:** To retain copyright ownership over their work, authors should ensure that their contract clearly says so.
- **For commissioned authors:** To guarantee copyright ownership over their work, commissioned authors must ensure that the commission is not produced under an employer-employee relationship with the commissioning organization.

- **For producers of works with different copyrightable elements:** Producers commissioning copyrightable works that will be incorporated into another work (e.g., a film’s musical score) may retain copyright ownership over the commissioned work through a contract of service. Copyright over the work can also be transferred or licensed (see below).
- **For media arts presenters commissioning work from artists:** Media arts presenters commissioning work from artists should make sure that their commission contract does not establish an employment relationship with the artist. This way, artists are guaranteed copyright ownership over the commissioned work.

Copyright transfer and licensing

Copyright transfer

An author can transfer in full or in part their copyright to another party. This party becomes the **copyright holder** under the terms of the transfer agreement. For example, a musician can transfer their publishing rights over a song to their music label.

Licensing

A copyright holder can license the use of a work to another party under certain conditions (e.g., type of use, region, timeframe, etc.). For example, a university library can purchase a licence to have a video work in its collection for a given number of years. This licence can specify who will have access to the work (students, faculty, etc.), how the work will be used (private use, classroom screenings, hard copy or online access, etc.), and for what amount of copyright royalties.

Contracts for exhibitions and screenings are forms of licensing agreements. A contract outlines which work will be presented, how it will be presented, and for how long. The contract also details the copyright royalties that the artist will receive through screening or exhibition fees. See section 3 below for more information on contracts.

Membership in a collective society: A collective society is defined as: “an organization formed to administer copyright on behalf of its members” (*[Glossary of Intellectual Property Terms](#)*). Authors who are members of a

collective society can delegate the management of their copyright to that organization. The collective society can then negotiate copyright royalties and sign agreements with presenters on behalf of an author.

Examples of collective societies include [Access Copyright](#), [Copyright Visual Arts](#), [Directors Rights Collective of Canada](#), and [Society of Composers, Authors and Music Publishers of Canada \(SOCAN\)](#). A complete list of Collective Societies in Canada can be found here: <https://cb-cda.gc.ca/en/copyright-information/collective-societies>.

In the media arts community, distributors play a role similar to collective societies. Distributors are not regulated under the Act like collective societies, but they have similar agreements with the artists they distribute. They can sign agreements with presenters and negotiate and collect fees on behalf of the artists they distribute.

What this means for presenters

Making agreements with the proper copyright holders.

Presenters should make sure they sign presentation agreements with the right copyright holder(s). This may be the artist (author), their representative (distributor or collective society) or the estate of a deceased author, or another party to whom copyright has been transferred.

In the case of works produced by more than one artist (author), presenters should ensure that all copyright holders are involved in the agreement.

Dealing with works with multiple copyrightable elements.

In the case of works involving different copyrightable elements, presenters and distributors should discuss all copyright arrangements made by the producer. This applies to works like films that can include copyrighted elements like a script, music, and externally sourced footage and images. Presenters and distributors should ensure that the producer has secured the rights over all non-original material. This can be done through employment/service contracts, copyright transfer agreements, or licensing.

It is important that the terms of the transfer and licensing agreements match the presenter's or distributor's terms of use. For example, if the film producer has only obtained licensing rights for the music for North American screenings, then the film cannot be screened in Europe under that same agreement. **For online presentation, presenters should make sure that pre-existing transfer and licence agreements include online presentation contexts.**

Types of rights included under copyright

The Act defines different types of rights that fall under copyright: reproduction, communication, and moral rights (sections 3 and 14.1).

Reproduction right

The copyright holder has the sole right to reproduce their work in full or in parts, in any medium. They also have the right to authorize the reproduction of their work and can be financially compensated through royalties. Examples include print reproductions of film/video stills and photographs, physical copies of media artworks (tape, DVD, CD, etc.), and digital copies of media artworks (website, database, archive, etc.).

What this means for presenters

Presenters should obtain permission before making copies of a work. They should outline the terms and uses of the reproductions in a signed agreement with the copyright holder. Whenever possible, presenters should follow existing remuneration standards for reproductions (see sections 2 and 3 of the [CARFAC-RAAV Fee Schedule](#)).

Communication right

The copyright holder has the sole right to publicly communicate their work or to authorize its communication. They can be financially compensated through royalties. Examples of public communications include exhibitions and screenings (in-person and online), television and radio broadcasts, public performances, public lectures, etc.

What this means for presenters

Presenters should obtain permission before publicly presenting a work or its reproduction in the case of a copy of a media artwork. They should outline the terms of the presentation in a signed agreement with the copyright holder. Whenever possible, presenters should follow existing remuneration standards, like the [IMAA Fee Schedule](#).

Moral rights

The copyright holder has the right to the integrity of their work, meaning that their work should be reproduced or presented integrally. This means that the work should be intact. The copyright holder also has the right to be associated with their work or, if they choose, to remain anonymous.

Examples of practices that infringe on moral rights

Cropping or re-editing a work or its reproduction.

What this means for presenters: Presenters should not use cropped or edited versions of a work unless the copyright holder has approved it. Examples include: compiled festival trailers, website banners, and social media posts.

Improperly attributing a work or its reproduction, not providing credits, or providing wrong credits.

What this means for presenters: Whenever possible, presenters should provide proper attribution credits. Examples include: wall texts and screening programs, images used in a catalogue or website, and images and information included in social media posts.

Using a work or its reproduction without the copyright holder's consent (also an infringement of reproduction rights).

What this means for presenters: Presenters should obtain consent for every use of a work or its reproduction. For example, getting permission to use a video still in a festival's program, poster, social media posts, website, print invitations, etc.

Exceptions to copyright infringement

Section 29 of the Act makes some exceptions for allowed uses of copyrighted material without the copyright holder's permission. These exceptions must meet some conditions and cannot cause harm to the copyright holder.

These exceptions are most relevant to the independent media arts community:

Accessibility and copyright

Section 32 of the Act lists exceptions to copyright infringement tied to accessibility needs. The Act allows “persons with perceptual disabilities” and persons or non-profit organizations acting on their behalf to reproduce a work in an accessible format or to translate and interpret the work in sign language.

This, however, does not apply to “cinematographic works” or to works with commercially available accessible formats.

The Act defines **perceptual disability** as “a disability that prevents or inhibits a person from reading or hearing a literary, musical, dramatic or artistic work in its original format, and includes such a disability resulting from severe or total impairment of sight or hearing or the inability to focus or move one's eyes, the inability to hold or manipulate a book, or an impairment relating to comprehension” (*Copyright Act*, section 2).

The Act defines **cinematographic work** as “any work expressed by any process analogous to cinematography, whether or not accompanied by a soundtrack” (*Copyright Act*, section 2).

What this means for presenters

According to section 32 of the Act, presenters may be able to reproduce a work in an accessible format, or to translate and interpret the work in sign language without infringing on copyright (see exceptions above). This said, IMAA recommends that presenters discuss accessibility issues and accessible formats with copyright holders. Presenters should sign agreements with copyright holders about the production and use of accessible versions of works. IMAA also recommends that presenters collaborate with members of the Deaf and disabled community when producing accessible formats of works. For more information, see

Towards Accessible Online Presentation Models: Introduction and Resources for the Media Arts Community.

Please note that D/deaf and disability communities are not monolithic. The concepts presented in this document are in evolution and may not be used by some individuals or groups. We encourage consultation with the people concerned to validate how they identify and the terms they prefer using. *If you have any questions, would like to make a comment, or have a conversation about this document, please contact us at info@imaa.ca.*

Fair dealing

The Act makes an exception for uses that fall under fair dealing, including research, private study, education, parody or satire, criticism or review, and news reporting. The author and source must be cited for the unauthorized use to be considered fair dealing. In principle, fair dealing should not cause harm to the copyright holder, like losing out on royalty revenues because of unauthorized use.

Examples of fair dealing include: quoting a portion of a text, including an image with the review of a work, or using existing material in a parody.

The Supreme Court of Canada has established six criteria to determine if a use (dealing) of copyrighted material can be considered as fair dealing. These are:

- The Purpose of the Dealing
- The Character of the Dealing
- The Amount of the Dealing
- Alternatives to the Dealing
- The Nature of the Work
- Effect of the Dealing on the Work

For more information on these criteria, refer to sections 53-60 of this Supreme Court ruling

(<https://decisions.scc-csc.ca/scc-csc/scc-csc/en/item/2125/index.do>).

Non-commercial user-generated content

The Act makes an exception for the use of copyrighted material in non-commercial user-generated content. This exception was put in place to address the content-sharing activities of prosumers, i.e., users that consume and produce content online. For example, someone could use a well-known pop song as the soundtrack of a video montage of their vacation photo that is posted to a blog.

What this means for presenters

This exception creates somewhat of a grey area for media artists who make unauthorized use of copyrighted material in their works. This can be a problem for presenters who share this work through their online presentation activities. The **non-commercial character of the use** of copyrighted material is the most important criteria of the exception. However, the Act does not specify what “non-commercial” means. If the artist receives royalties for the presentation of their work through exhibition or screening fees, then they financially benefit from the unauthorized use of a copyrighted material. In this case, the non-commercial character of the use is more difficult to prove, and the non-commercial user-generated content exception may not apply. Both the presenter and the artist may be liable for copyright infringement.

Temporary Reproductions for Technological Processes

The Act allows for a work to be reproduced if the reproduction is an essential part of a technological process that facilitates the use of the work. This type of reproduction is allowed only if the copy is destroyed after use.

For example, a presenter could make a copy of a video in a different format in order to upload it to a streaming platform. After presenting the video, the presenter would need to delete the file from the streaming platform and destroy any copies it has made.

What this means for presenters

This exception allows presenters to make copies of a work so that it can be presented more easily. IMAA recommends that presenters discuss this type of reproduction with copyright holders and include its terms in

a signed contract. This includes information about how many copies will be made, what formats they will be in, and how they will be used, and how the presenters plans to delete and destroy them after use.

Use of copyrighted material by educational institutions

The Act permits copyrighted materials to be used in educational settings without authorization. From the point of view of cultural producers, this exception can be controversial because it prevents authors from receiving royalties from the use of their works. The collective society [Access Copyright](#) has been lobbying for years for authors to receive royalties when their work is used by universities, colleges, and school boards.

Many educational institutions have fair dealing policies in place that prevent entire works from being used without authorization. These policies normally allow using small portions of a work, like a book chapter or a film excerpt. This type of use respects the fair dealing principle of not harming the copyright holder.

However, instructors do not always follow or understand these policies. For example, they may share digital copies of an entire book with their students or screen an entire film without paying licensing or screening fees. This type of use goes against the fair dealing principle of not harming the copyright holder. In this case, they should be receiving royalties from the use of their work.

IMAA encourages educators to pay royalties whenever they use media artworks in their classrooms. Educators should follow the [IMAA Fee Schedule's](#) guiding principles and recommended fees.

Specific considerations for the presentation of media arts online

The aspects of the *Copyright Act* outlined above have certain implications for the presentation of media arts online.

Presenters can be held liable for copyright infringement if they reproduce or publicly present a work or its reproduction without permission from copyright holders. This is true for both in-person and online contexts. However, online presentation can increase the reach and exposure of screenings and exhibitions. It is more likely that copyright holders will find out if their work is being used without their consent.

To limit risks, presenters should:

Ensure that rights have been secured for online presentation contexts.

Presenters should ensure that the party signing the agreement has the right to agree to the use of the work in online contexts.

This is straightforward when dealing directly with an artist who has produced a work entirely and who maintains their copyright without transfer or licensing conflicts. It can get more complicated in the case of works involving multiple copyrighted materials like a film that uses pre-existing music. The producer of the film may have licensed a song for theatrical presentation only. This means that the producer does not have the right to use the song for online screenings. They would need to license the song for online presentation before their film can be screened online.

In particular, this type of situation can arise for works produced before the Internet with licensing agreements only covering analogue presentation.

In the case of a work with multiple authors or copyright holders, ensure that all parties who hold copyrights are included in the agreement.

This can be straightforward in the case of an artists' collective, with each member having equal copyright ownership over a work. In this case, the agreement should be signed by each member of the collective.

It can get more complex in the case of works with multiple copyrighted elements who have not been licensed by the producer or transferred to the producer. For example, if a film's soundtrack has not been licensed by the producer or if its copyright has not been transferred to the producer (through employment or transfer contract), the presenter will need to sign an agreement with both the producer and the soundtrack's copyright holders.

Discuss all uses of a work with the copyright holder and include all terms of use in a signed agreement.

Presenters should discuss all potential uses of a work with the copyright holder, including how the work will be presented (communication rights) and copied (reproduction rights).

A signed contract is the clearest way for presenters to document the terms of the agreement they have with copyright holders.

Discuss moral rights issues with the copyright holder.

Presenters should discuss moral rights issues with the copyright holder. This includes attribution credits for the work, where and how copies of the work will be used, and whether or not the work can be altered by the presenter (e.g., edited or cropped for promotional purposes).

Moral rights considerations should also be included in the signed agreement.

2. INDIGENOUS PERSPECTIVES

Context and resources related to Indigenous perspectives on intellectual property

2.1. Context

It is important to recognize that the ideas in Section 1 are tied to the Canadian colonial project. The legal framework that regulates intellectual property (IP) in Canada is based on Western notions of ownership over the expression of ideas and culture. IP law is based on values like innovation, progress, and capital gain, all of which are also tied to colonialism.

Canadian IP law assumes that individuals, not communities, have ownership over knowledge and creative expressions. This view does not account for Indigenous practices that are based on shared ownership of traditional knowledge and culture. For example, copyright law does not provide a framework to assert the collective ownership over a traditional story by members of a First Nation.

The law also doesn't also account for the different protocols of Indigenous communities tied to cultural practices and products. For example, certain songs may traditionally only be sung and heard by members of a clan or family. There is no basis for this protection in the law.

Historically, Canadian IP law has failed to recognize and protect the cultural heritage of Indigenous Peoples. In Canada and throughout the world, settlers have appropriated Indigenous cultural products, stories, and knowledge for their own benefit. Researchers have also used and controlled Indigenous

Peoples' data. Different groups are working to reclaim Indigenous sovereignty over data and traditional knowledge.

In this context, Indigenous cultural producers may not trust the Canadian IP legal system. They may also find it challenging to work with presenters who do not understand Indigenous perspectives on IP and Indigenous cultural protocols.

Indigenous perspectives on intellectual property are complex and there are many aspects and issues that could be talked about. This guide can only provide a brief introduction to some of the key issues that result from the regulation of IP through a colonial legal system.

While IMAA encourages media arts presenters to follow Canadian IP law, and in particular copyright law, it also supports the adoption of decolonizing practices. The list of resources below provides information and tools for media arts presenters to support Indigenous cultural sovereignty in online presentation contexts.

2.2. Resources

Indigenous protocols

On-Screen Protocols & Pathways: A Media Production Guide to Working with First Nations, Métis and Inuit Communities, Cultures, Concepts and Stories, ImagineNATIVE, 2019 (<https://imagenative.org/publications>)

INDIGENOUSPROTOCOLSdotART, CARFAC, 2021
(<https://www.indigenousprotocols.art>)

Guidelines to Support Working with Elders, First Peoples' Cultural Council, 2021 (<https://fpcc.ca/stories/working-with-elders/>)

Digitizing and Archiving Indigenous Knowledge

Indigitization Toolkit, University of British Columbia Library
(<https://www.indigitization.ca/toolkit/>)

Jennifer Wemigwans. A Digital Bundle: Protecting and Promoting Indigenous Knowledge Online. University of Regina Press, 2018.
(<https://uofrpress.ca/Books/A/A-Digital-Bundle>)

Indigenous cultural sovereignty

United Nations Declaration on the Rights of Indigenous Peoples
(https://www.un.org/development/desa/indigenouspeoples/wp-content/uploads/sites/19/2018/11/UNDRIP_E_web.pdf)

Article 11. 1. “Indigenous peoples have the right to practise and revitalize their cultural traditions and customs. This includes the right to maintain, protect and develop the past, present and future manifestations of their cultures, such as archaeological and historical sites, artefacts, designs, ceremonies, technologies and visual and performing arts and literature.”

Narrative Sovereignty, Perspectives panel discussion, Toronto International Film Festival, 2020 (<https://www.youtube.com/watch?v=BnH0A70vZ0I>)

Traditional Knowledge Labels and Licences (<https://localcontexts.org>)

Indigenous data sovereignty

First Nations Principles of OCAP (<https://fnigc.ca/ocap-training/>)

National Inuit Strategy on Research
(<https://www.itk.ca/national-strategy-on-research-launched/>)

Global Indigenous Data Alliance (<https://www.gida-global.org>)