

Karuk Licensing Agreement

CONTENT CATEGORIES

All produced content shall be classified into one of the following five 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.

4. External Creative Media

Includes content initiated by outside entities (e.g., media outlets, nonprofits, private businesses, independent creators, or partners) for the purpose of producing promotional, artistic, or awareness-based material that involves the Karuk Tribe. This may include documentaries, photography projects, branded merchandise, marketing campaigns, or other creative works. While such media may highlight Tribal programs, partnerships, or issues of public interest, it is not produced under direct Tribal commission and must be evaluated for alignment with Karuk values, representation standards, and sovereignty.

5. External Educational & Informative

Includes content initiated by outside entities, such as schools, universities, museums, government agencies, or nonprofit organizations, that seeks to use Karuk-related knowledge, history, or perspectives for instructional, academic, or public information purposes. This may include curriculum development, research publications, exhibits, informational campaigns, or digital archives. Such projects may be educational or informative in nature but originate outside the Tribe's governance and therefore require careful review to ensure accuracy, proper authorization, and respect for Karuk intellectual and cultural sovereignty.



Identification of Project and Licensed Content

The Karuk Tribe (“Licensor”) agrees to provide the Requestor with select audiovisual content (hereinafter, the “content” 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
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The Content licensed under this Agreement shall be identified as follows:

Title	Time/Range/Description	Provider/Department
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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.

Grant of License

The Karuk Tribe hereby grants to the Requestor a non-exclusive, non-transferable, and revocable license to use the content 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 Content, unless otherwise specified in writing by the Tribe.
3. **Footage Deletion:** Any and all unused Content shall be permanently deleted or otherwise rendered irretrievable upon the conclusion of the Projects production and promotional lifecycle.



4. **Restrictions on Use:** The content 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.

Ownership

All rights, title, and interest in and to the Content 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.

Attribution

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

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

Permissible Modifications

The Requestor is authorized to make technical and creative modifications to the content 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.

Standard Fee Structure

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

Content Classification	Fee Per Second	Minimum Billable Duration
External Educational & Informative	\$30	15 Seconds
External Creative	\$50	15 Seconds
Premium / Historical Cultural	\$120	15 Seconds

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

Content Classification	Fee Per Photo
External Educational & Informative	\$400
External Creative	\$600
Premium / Historical Cultural	\$1500

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

Bulk Discount Structure

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

For video projects:

Total Licensed Duration	Discount Applied
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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

For Photos projects:

Total Amount of Photos	Discount Applied
0-29	No discount
30+	50% 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.

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 content. 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

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.

Royalty Obligations Based on Profit

In addition to the licensing fees outlined, 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



0% \$0 3 \$5,000 (Exempt)	7% \$5,000 and above
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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 reas

Royalty Exemptions

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

- a. Informative News and Journalistic Media produced by independent, non-partisan news agencies or credentialed journalists.
- b. Educational & Informative Media used for nonprofit, academic, or strictly educational purposes.
- c. 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.

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.

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,

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.

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.

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:

Cultural Misrepresentation or Misuse

If the content is materially altered, taken out of context, or otherwise used in a manner that misrepresents Karuk culture, values, or individuals. 1.

- a. Non-Payment: If the Requestor fails to remit licensing fees or royalties as required under Articles IV and V.
- b. Breach of Modification Terms: If the Requestor violates the restrictions on editing or repurposing set forth in Article III.
- c. 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.

Licensee

KARUK TRIBE ("Licensor")

Russell Attebery, Chairman
64236 Second Avenue
Happy Camp, CA 96039
(530) 493-1600

Signature and Date

Signature and Date

