

**Indigenous Community Stories**  
**CONDITIONS OF USE AGREEMENT**

I, the Story Owner (Name): .....

| Of (Address): .....

(postal) and contact phone number .....

Email (if possible) .....

- Acknowledge that I am authorised by the ..... Community (“the Community”) as its traditional owner and am therefore empowered to tell you the information that will form the content of the recording identified/entitled ..... (“the Recording”) to be made as part of the Indigenous Community Stories Initiative;
- Agree to take part in the Indigenous Community Stories Initiative and I give permission for my interview, image, voice and performance to be recorded and reproduced by way of the Recording;
- Understand that I will own all rights, including but not limited to copyright and Indigenous Cultural and Intellectual Property (“ICIP”) rights, in the subject matter, the content and the Recording itself, at all times;
- Warrant that no other permissions are required to enable me to authorise the making of the Recording;
- Agree that Film & Television Institute (FTI) can retain a copy and can deposit a copy of the Recording, for safe keeping and reference use (viewing) at the AIATSIS (Australian Institute of Australian & Torres Strait Islander Studies) Audiovisual Archive.
- Except for AIATSIS and FTI - reproduction for storage and reference use and where I have provided my approval, the Recording may only be copied and reproduced by persons approved by myself or the Chairperson of my Community.
- Agree that FTI can use and reproduce up to 3 minutes of the Recording, for sponsorship, funding, marketing and promotion of the Indigenous Community Stories Initiative without limitation.
- Agree that sponsors, funders and FTI shall receive a credit in acknowledgement of the relevant sponsorship, funding and contribution.
- Agree that FTI can use up to approximately 10 minutes of the Recording for reference and research purposes.
- In the event that a party other than the FTI approaches the Community for permission to use the Recording for that party’s purposes, I and/or the Community shall first inform FTI who will then make a copy of the Recording for that party at that party’s cost.
- Agree that any part of the Recording I wish to be removed must be raised in writing with FTI no later than 3-30 days from the time I am given a copy of the Recording. After this time the Recording will be sent to AIATSIS.

| Date: ..... & Sign: .....

Print Name: ..... ICS Reference No.: .....

Witness: ..... Print Name of witness.....

**Indigenous Community Stories**  
**CONDITIONS OF USE AGREEMENT (continued)**

**“Passing on” Protocol – tick one choice**

**Individual permission**

In the event that I pass away after I have been filmed for the Recording, I agree that the film footage of me (including my name, voice and image) may be included in the Recording and agree that the Recording may continue to be used and reproduced as agreed in this Agreement.

**OR**

**Community and Family Permission**

In the event that I pass away after I have been filmed for the Recording, FTI and AIATSIS must obtain the written consent of the Chairperson of my Community or my family representative concerning whether the Recording containing my name, voice and image is to be withheld from viewing, if so for how long or whether the Recording may continue to be used and reproduced as agreed in this Agreement.

\_\_\_\_\_ (name of Indigenous Community/family)

**AND**

**Assignment of copyright**

In the event that I pass away after I have been filmed for the Recording, all copyright in the Recording will be held by my Community.

.....  
(name of Indigenous Community)

Date: .....

ICS Reference No.: .....

Sign: .....

Witness Signature: .....

Print name:.....