



Media Library Lending Policy

a) Policy Statement

NUNAVUT TOURISM has invested in the creation of an audio/visual Media Library whose purpose is to provide material for the promotion of Nunavut attractions and tourism products. The Media Library is intended for the use of NUNAVUT TOURISM in its efforts to promote tourism opportunities and development in the Nunavut Territory.

b) For the purpose of this policy, the following definitions shall apply:

- Media: Includes film-based images (positives and negatives), prints, digital images, video, film footage, audio, CD-ROM, graphics, illustrations, logos, articles, website content, and any other form of visual, audio or other media.
- User: The individual, group, company, government department, association, or organization who submits a request for the use of audio/visual materials from the NUNAVUT TOURISM Media Library.
- Project: The article, publication, story, advertisement, poster, display, illustration, video, film, website, or other media project proposed by the user.

c) Objectives

The objectives of this policy are:

- To ensure materials are made available for projects that will benefit tourism opportunities, awareness and/or development for Nunavut
- To provide guidelines for the conditions of use and the license agreement
- To maintain a collection of quality, high impact media for promotional and marketing activities

d) Scope

This policy applies to all users of the NUNAVUT TOURISM Media Library.

e) Procedures

1.0 Loaning Media

1.1 Criteria for Usage

In assessing requests, the following criteria will be used:

- Requested media is for non-commercial use only. This includes media, promotional, educational, and other non-profit purposes.
- User's project must demonstrate that materials provided by NUNAVUT TOURISM will be used to promote Nunavut and/or Nunavut products in a manner that will benefit tourism development in the territory.
- All User accounts with NUNAVUT TOURISM must be in good standing.

Non-commercial projects that do not demonstrate a positive benefit to tourism promotion, as decided at the sole discretion of NUNAVUT TOURISM, will be treated as commercial usage and charge applicable fees. See section 1.8 Commercial Usage for the fee schedule.

NUNAVUT TOURISM members in good standing have the special privilege to use selected media for commercial use related to the marketing of tourism products in Nunavut.

This includes:

- creation of in-stand displays for consumer/trade shows
- designing a brochure, newsletter, or other promotional print media
- development of a website or promotional CD ROM
- a 10% discount for advertising in print and online media
- other marketing or promotional activities as approved by NUNAVUT TOURISM

1.3 Conditions of Usage

All Media provided by NUNAVUT TOURISM is copyright protected. NUNAVUT TOURISM will lend media materials for approved projects under the following conditions:

- Unless otherwise indicated, all licenses for Images are one-time, non-exclusive and for one year.
- User accepts of all the terms of the License Agreement
- Credit is given to the photographer, author, or creator of the media
- Credit is given to NUNAVUT TOURISM as the source of the media
- Media is not to be modified, duplicated, shared, sold, or copied in any way unless otherwise authorized in the License Agreement or Invoice
- A copy or facsimile of the project must be sent to NUNAVUT TOURISM within 30 days of publication or project completion.

1.4 Costs

In the case of Images, NUNAVUT TOURISM will provide Digital Media as in-kind contribution to the User's project. Fees for special requests (i.e. duplicating slides and/or burning CD's) will be done on a cost-recovery basis. NUNAVUT TOURISM will invoice the User for shipping and handling charges to send Media by courier unless other arrangements are made. Any and all fees may be waived at the sole discretion of NUNAVUT TOURISM.

1.5 Returns and Holding Fees

Any materials loaned remain the exclusive property of NUNAVUT TOURISM and must be returned within 30 days unless otherwise agreed in writing. Immediately upon the termination of your permitted use, you shall provide NUNAVUT TOURISM with written confirmation of the destruction or erasure of any Digital Image and, except for CD's, you shall return all other physical Media. A holding fee of \$20 per week (or part thereof) will be charged for each Physical Image not returned, or Digital Image not destroyed or erased with written confirmation, as required.

1.6 Unreturned or Damaged Media

Media must be carefully maintained and, except for Digital Images or CD's, returned at the User's expense. Upon receipt of loaned Media by the User or his agent (including any delivery service engaged by you) and until its return, the User shall be strictly liable as an insurer for its non-return or damage. In the event of any such loss, The User agrees to reimburse NUNAVUT TOURISM the following fair and reasonable values as liquidated damages: \$2,000 for each original Film-based Image; and \$200 for each duplicate Film-based Image.

Promotional CD ROM

Promotional CD ROMs, unless otherwise stated in the license agreement, do not need to be returned to NUNAVUT TOURISM.

1.7 Payment

All accounts are payable to NUNAVUT TOURISM within 30 days of the date of issue. Overdue accounts are charged an additional 5% interest per month on any outstanding



balance. All Accounts are in CDN funds and may be paid by cash, cheque, or credit card (Visa, MasterCard, or Amex).

1.8 Commercial Usage

A special catalog within the Image bank will be created for commercial usage. Requests for media that have an intended commercial usage will be reviewed on an individual basis. Wherever possible, such requests will be referred to the source photographer, author, or creator of the media. Where the media is the sole copyright property of NUNAVUT TOURISM, a contract agreement with the User may be negotiated.

Media is not to be used for any products intended for re-sale without permission granted in writing from NUNAVUT TOURISM. This includes, but is not limited to:

- Packaging for software, music albums, CDs, cassettes and videotapes
- Book jackets and interior pages
- Calendars, books, guides, postcards, greeting cards and posters

Fee Schedule (not including 5% GST)

500 x 360	7x5 @ 72dpi	website, multi-media, presentations	\$	34.99
2100 x 1500	7x5 @ 300dpi	print publication - spot to 1/4 page ad	\$	79.99
2700 x 2100	9x7 @ 300dpi	print publication - 1/3 or 1/2 page ad	\$	139.99
3600 x 2700	12x9 @ 300dpi	print publication - full page ad	\$	169.99

* Images licensed at 72dpi are limited to single domain/website use.

Price includes all search and scanning fees. All images are provided as JPGs either via email or an FTP site. Custom image sizes, file types, CDs, and duplicate slides are available for additional costs.

Custom Orders

SUPER-HI Resolution Scans or Duplicate Slides

Search Fee		see below
Base Usage Fee:		\$ 149.99 each
Duplicate Slide:		\$ 25.00 each
Express Postage	(anywhere in Canada/USA)	\$ 40.00

Other Services

Search Fee	1-10 images	\$ 25.00
	Each additional image	\$ 5.00
Different Format		Additional \$5.00 each
Burn to Disk:	Includes disk.	\$ 10.00 / disk
Express Postage	anywhere in Canada/USA	\$ 30.00
Regular postage	anywhere in Canada/USA	\$ 15.00

* Due to remote location, only Canada Post services are available.

1.9 Special Requests

The User may request special conditions under the License Agreement, such as multiple use or exclusivity. Special requests will be reviewed and approved by NUNAVUT TOURISM on an individual basis.