INDIGENOUS SCREEN OFFICE
BUREAU DE L'ÉCRAN AUTOCHTONE

ISO General Funding Guidelines Policy

Table of Contents

ISO Program Overview 3
ISO Funding Policy Objectives & Priorities 5
Our Accountability Framework 7
Self-Determination 7
Indigenous Identity 8
Processes for Determining Eligibility 9
Assessing Eligibility 10
Identity Complaints 10
Community Accountability & Reciprocity 11
Community Engagement Plan 11
Transparency and Confidentiality 12
General Eligibility 12
Good Standing 13
Extension Requests 13
Funding Maximums 14
Eligible Applicants to the ISO 15
Indigenous Individuals 15
Indigenous Corporations 16
Eligible Groups 16
Eligible Organizations 17
Indigenous Non-Profit Organizations, or Registered Charities 17
BIPOC Non-Profit Organizations or Registered Charities 17

Other Non-Profit Organizations, Educational Institutions or Charities 18
Ineligible Applicants 18
Ineligible Activities 19
Unsuccessful Applications 19
Accessibility Support 20
Misrepresentation 20
General Conditions & Accountabilities 21
Stacking Limit 21
Tax Credits 21
Deadlines 22
Conflict of Interest 22
Transfer of Ownership 23
Respectful and Accessible Workplace 23
Artificial Intelligence (AI) Guiding Principles 24
Recognition of Contribution 25
Final Report 25
Forfeiture and default 26
Decision Making Processes 26
What you need to apply – Supporting Documentation 26
How we assess your application 27
Eligibility Review 27
Internal Review 27
Arms Length Peer Assessment 28
Selection of Peers 28
Assessment Process 29
Appeal/Decision Reversal 29
What Happens if your Application is Successful 29

ISO Program Overview

The Indigenous Screen Office (ISO) provides funding to Indigenous screen professionals and creators for the development, creation, and production of screen-based content, which includes international co-productions and completion funding. Development of the Indigenous screen sector is also a key component to the ISO's mandate, and we work with multiple partners to achieve our goal of building a robust Indigenous industry. ISO funding opportunities are available through two key streams:

1. The ISO Story Fund

The **ISO Story Fund** is the core funding program of the ISO, supporting the full cycle of creation, including development, production, post-production, marketing, promotion and distribution across all screen-based platforms with a focus on Indigenous storytelling and narrative sovereignty.

Development Program supports Indigenous individuals, companies, collectives and communities to develop scripts, research project ideas and content, develop existing IP into screen-ready projects, and undertake protocols and community-based work as part of the development phase.

Production Program offers support to Indigenous screen-based creators, in the Production phase of their project. Indigenous creators applying to this program are undertaking work in the Production of screen-based content, including TV and web series, and film.

Finishing Fund Program provides support to Indigenous-owned screen-based companies in the post-production stage of shorts, feature films, web and television series. This funding is intended to support projects to ensure their success in the completion of the post-production phase. To be eligible, projects must have received prior ISO funding. If your project has not been ISO-funded but has secured a National or International broadcaster or significant public funding, the ISO will consider it on a case-by-case basis.

Marketing Promotion Distribution Program provides support to Indigenous-owned screen-based companies for Marketing, Promotion and Distribution of shorts, feature films, television and web series. To be eligible, projects must have received prior ISO funding. If your project has not been ISO-funded but has secured a National or International broadcaster or significant public funding, the ISO will consider it on a case-by-case basis.

Interactive and Immersive Program program provides funding support to Indigenous screen-based creators for the development and production of Interactive and/or Immersive projects. Applicants to this program may undertake project work in the production of high-calibre videogame design, AR/VR/MR works, apps, and immersive and/or interactive projects that include audio or audiovisual content.

Podcasting Funding Program looks to support the development and creation of engaging and compelling podcasts by Indigenous screen-based and audio storytellers. Applicants can access this program to research and develop their project, as well as produce, market and distribute a complete podcast.

2. Sector Development

The **Sector Development** program is designed to support a wide array of initiatives and projects that aim to strengthen and grow the Indigenous screen sector. This program aims to support the development of the entire professional pathway from emerging to established creators and projects.

Sector development projects must positively impact the Indigenous audiovisual ecosystem in activities such as mentorship, training and professional development opportunities, export and market development, research, and industry promotion. Please refer to the **Sector Development** guidelines for the types of projects we fund.

Sector Development Programs include:

Sector Development Program recognizes that training, skills building, professional development, and sectoral capacity building are critical to ensuring the continued momentum and sustainability of the Indigenous screen sector. This program was created to support project-based activities that will contribute towards building a robust Indigenous screen sector for creators, crew and professional workers through a variety of opportunities.

Travel Program provides support to Indigenous screen-based creatives for activities that require travel including festival and market attendance, conferences, community engagement, training opportunities, and artistic screen-based collaboration across Canada and internationally. Invitation letters are a requirement of this program.

3. **Other Initiatives**

   Strategic Initiatives supports targeted training, career development, and talent identification programs that strengthen the Indigenous screen sector across Canada. Through community partnerships these initiatives ensure regional representation and engage creators at different career stages across the industry.

   Sponsorships provide support for events and activities that foster industry connections, celebrate Indigenous storytelling, and build relationships with regional communities. Sponsorships help create a robust and inclusive screen sector in Canada.

   International Initiatives connect Indigenous creators with globally significant markets, festivals, and partnership opportunities. Supported through external partnerships, these initiatives expand career and market development opportunities while amplifying the international reach of Indigenous talent and stories.

4. **CMF Indigenous Program**

   CMF Pre-Development & Development Program supports Indigenous projects at the pre-development and development stages and forms part of the CMF's Linear Programs to support the growth of audiovisual production from First Nations, Inuit or Métis producers.

   CMF Indigenous Production Program supports Indigenous projects at the production-stage and forms part of the CMF's Linear Programs to support the growth of audiovisual production from First Nations, Inuit or Métis producers. The CMF and ISO recognize the necessity to support the narrative sovereignty of all Indigenous Peoples in Canada and their right to tell their own stories

ISO Funding Policy Objectives & Priorities

The objective of this policy is to outline and communicate the values, tools, and processes underpinning funding activities at the ISO. ISO policies and activities are grounded in and informed by Indigenous knowledge(s), which means respecting

Indigenous ways of knowing, seeing, doing, acting, and listening. We acknowledge and strive to uphold the principles of respect, reciprocity, responsibility, and relevance in our working relationships.

Our Funding Policy will be updated on an ongoing basis as the ISO evolves and the Indigenous screen industry grows and shifts. For example, determining best practices in relation to Indigenous identity is an evolving process. The ISO will continue to work and collaborate with the Indigenous screen sector and broader community to ensure that we have robust and transparent policies and processes.

The ISO is committed to ensuring Indigenous stories on screens are in the control of First Nations, Inuit, and Métis storytellers. As an Indigenous advocacy and funding organization with the mission of fostering Indigenous narrative sovereignty, we firmly believe that Indigenous opportunities should be directed to Indigenous Peoples. We support content made by, owned, and controlled by Indigenous creators. This is what we mean when we speak about Indigenous narrative sovereignty. This means funds targeted to support Indigenous creators will be guided by Indigenous artists' values and worldviews, administered by Indigenous staff, assessed by Indigenous arts professionals, and their impact will be measured and reported on in an Indigenous cultural and artistic context.

The goal of the ISO is to elevate the unique voices of Indigenous storytellers, who have been historically marginalized due to colonial practices, racism, and systemic exclusion. Our mandate is to support Indigenous storytellers from across Canada in content creation, professional development, and sectoral capacity building.

At the ISO we are guided by our Strategic priorities through 2025-2028

- Amplify Indigenous innovation and ingenuity in storytelling
    - Increase Indigenous-made production in the audio-visual sector
    - Advocate for audience access and awareness

- Support access to global markets and networks
- Sustain and grow funding, organizational capacity, and programs
    - Advocate all levels of government to promote the Indigenous screen sector
    - Expand and maintain current partnerships
    - Access diversified funding
    - Strengthen organizational capacity and staff development

- Approaches informed by screen-based communities and rooted in diverse Indigenous worldviews
    - Support Indigenous-language productions
    - Increase production infrastructure and capacity outside urban centres
    - Foster the next generation of audio-visual storytellers
- Harness allyship and partnerships to realize global and mainstream success
    - Broaden impact of ISO, build on existing partnerships and relationships
    - Identify pathways for Indigenous storytellers to have global and mainstream success
    - Advocate for global and national policies and treaties

ISO Programs are either internally assessed, or assessed through peer review. Applications will be reviewed in line with specific program guidelines, and with consideration of the following priorities:

1. **Provide support to authentic Indigenous storytellers**

- Support storytelling that is rooted in distinct lived experiences, world views, cultural and community contexts, and nationhood;
- Reflect diverse Indigenous perspectives and intersections including women, non-binary, and 2SLGBTQIAP+ people;
- Encourage work that is innovative in content and form and shows a diversity of perspectives and voices, ex: Afro-Indigenous;
- Support talent development for filmmakers in the early stages of their careers and emerging voices.

2. **Strive to support Indigenous storytelling where it is happening across regions**

- Reflect regional representation and representation of Indigenous language groups;
- Increase the number of community-based/engaged work;
- Represent under-represented regions such as northern and remote communities and nations;
- Strive to connect communities across regions and build meaningful relationships.

3. **Create paid employment and career development opportunities for Indigenous people**

- Support initiatives and projects offering paid employment opportunities for Indigenous above-the-line and below-the-line creatives, and supporting professionals;
- Support impactful training, apprenticeships, and mentorships across all skill levels to Indigenous creatives and workforce development opportunities for crew members;
- Advocate for meaningful screen credits for all screen based professionals.

4. **Encourage environmental responsibility and sustainable production practices in development, production and the distribution of their projects**

- Encourage environmental responsibility and sustainable production practices in the development, production, and distribution of projects, while acknowledging the unique challenges and limitations faced by northern and remote communities;
- Encourage and support the implementation of practical and achievable sustainable production practices in the development, production, and distribution of projects;
- The ISO recognizes that this work isn't always possible due to the challenges and limitations in northern and remote communities.

Our Accountability Framework

Self-Determination

As an organization, the ISO supports First Nations, Métis and Inuit self-determination and the ability of sovereign nations to determine their own citizenship. The ISO respects the histories, traditions, languages, and contemporary practices of these cultural groups and acknowledges the cultural sovereignty of Indigenous peoples by respecting their artistic expression, cultural protocols, rights, and cultural self-determination. We understand that different nations and Indigenous people have different concepts and approaches to determining identity, and there is not one way to be Indigenous.

For the purpose of our work, Indigenous in the context of First Peoples in Canada includes:

> **First Nations**: are status and non-status individuals who are citizens, recognized members or direct blood relatives of a self-governing band, a reserve-based community, or a larger tribal group.

Inuit: are recognized as the First Peoples of the arctic regions of Canada including Nunavut, Nunavik, Nunatsiavut, and parts of the Northwest Territories, whose relatives are also in Greenland and Alaska.

Métis: are culturally distinct from First Nations and Inuit and have a direct line of Métis ancestry to a known Métis settlement, community, or family group.

Indigenous Identity

Identity connotes the beliefs, values, and expressions that encompass the memories, experiences, and relations that enable individuals and groups to construct themselves in the present. To apply for ISO funding as an Indigenous storyteller, and to be recognized as such, applicants must know and be able to articulate their relation and connection to their Indigenous identity. This includes familial connections and nationhood and it may also include displacement.

ISO recognizes that centuries of colonial practices including residential schools, relocation, urbanization, adoption including 60's scoop, and the foster care system have disrupted community connections for many and have contributed to exclusion for many Indigenous peoples. We do not expect applicants to provide private information that causes them harm; however, we do expect applicants to tell us who they are and where they come from so that we may enter a relationship with them as partners and supporters of their work. Our intention is to approach issues of identity with policies that align with our values of trust and inclusivity. However, these values must also be delicately balanced with the due diligence and accountability required to ensure that our funding is going where it belongs - to Indigenous people.

Indigeneity through distant or recently discovered ancestry alone does not make an individual, or owner of a company, eligible for the purposes of ISO funding.

Our approach is relational; we want to hear from applicants about who they are, where they come from and where they are going so that we can enter a relationship with them built on honesty and trust. Applicants to ISO's programs and opportunities will be asked to declare their identity and demonstrate their connections to their community or communities. At minimum this will include identifying your nation or Indigenous affiliation and describing your lived experience as an Indigenous person in the context of your work. If an applicant has no prior relationship with the ISO they may be asked to provide clarity or further information

with regards to Indigenous Identity prior to being approved for any funding opportunity.

ISO also reserves the right to request additional information, which could include but is not limited to:

- Proof of citizenship or nationhood;
- A letter of support from a governance organization (e.g. band office);
- A letter of support or nomination from an Indigenous community, organization or group;
- Further clarification of the declaration of Indigenous identity of the applicant;
- A letter from the applicants community outlining their relationship and how they are claimed.

Processes for Determining Eligibility

It is the responsibility of the applicant to provide information related to identity to satisfy ISO's eligibility criteria. If an applicant has not satisfactorily answered questions related to identity, the ISO may take one or more of the following actions as part of our screening and assessment processes:

- Follow up with the applicant to seek further clarification, if time permits;
- Withdraw the application from the review process prior to assessment, informing the applicant that eligibility questions were not answered satisfactorily;
- If flags or concerns related to identity occur during the assessment process, the ISO will recommend the applicant as a low priority for funding.

Applicants who have received prior funding are not exempt from this process.

Assessing Eligibility

At the ISO, reviewing applicants' information about their connections to their communities is a sensitive and significant responsibility. We approach this process with care, respect, and a community-minded perspective.

To ensure fairness and integrity, we follow the steps outlined below:

- Conduct a thorough review of the information provided by the applicant;
- Determine whether the information submitted is adequate to make an informed decision;

- If there are questions or uncertainties, ISO staff will consult with two additional team members to review the Indigenous Identity statement collaboratively;
- If there isn't sufficient information to make an informed decision the ISO will reach back out to the applicant for clarity;
- Program managers, with input from the reviewing staff members, will make the final determination regarding the applicant's eligibility.

This approach reflects our commitment to fairness, kindness, and careful consideration in every aspect of the eligibility assessment process.

Identity Complaints

The ISO recognizes the persistent and widespread issue of Indigenous identity fraud. We have dedicated ourselves to ensuring ISO funding is allocated to Indigenous recipients. When complaints are made directly to the ISO about an individual's identity who is also a recipient of ISO funding, we will ensure that the information we have obtained from the applicant is satisfactory. As an organization we are committed to ongoing review and working with First Nations, Métis and Inuit communities to address cases of misrepresentation and respond to concerns when they are brought to us. We recommend that questions or concerns about the identity of another applicant are also communicated directly to the individual and/or the community or governing body they have stated their affiliation to.

The ISO may take the following steps to validate the statements of Indigenous Identity from applicants that have not provided sufficient information or where concerns are raised:

- Follow up via email to request further information;
- Ask specific questions that aren't addressed in the initial identity statement;
- If the information provided is not satisfactory the ISO may request a copy of the applicant's Status, Mėtis, governing body or land claims agreement card from non-contested nations and bodies;
- If the applicant does not have one of the forms of identification above the ISO may request that the applicant provide a letter from the community or governing organization that they are affiliated with.

NOTE: Other steps may be taken depending on the individual case, nation, or Indigenous group.

Please consult the Building Trust and Accountability: Report on Eligibility in the Indigenous Screen Sector which informs the ISO in regards to Indigenous identity, relationality, and access to funding programs. We also encourage applicants to consult the ISO's working document on identity: ISO Policies and Processes for Eligibility in Relation to Indigenous Identity.

Community Accountability & Reciprocity

Not only is it our priority to demonstrate accountability and transparency in our processes and the delivery of our funding; the ISO also recognizes the importance of community accountability and reciprocity as expressed in the On-Screen Protocols & Pathways: A Media Production Guide to Working with First Nations, Métis and Inuit Communities, Cultures, Concepts and Stories. We strongly encourage applicants to read this document prior to submitting their application.

Community Engagement Plan

If a project explores or includes traditional knowledge, customary practices or traditions such as ceremony, or community intellectual property, the ISO expects to hear how protocols and community engagement are addressed, and your relation or connection to the communities and cultures included in the project. For example, how does your process respect cultural traditions? How are you addressing questions of authenticity and community support? How are protocols observed? How does your project reciprocate/give back to the community?

A community engagement plan is an opportunity for applicants to talk about their process of working with communities impacted by or involved in the production of their project. It is typically done during the development stage. Appropriate engagement will depend on the content of the film, the knowledge of the team, and the territories and communities involved. The purpose of a plan is to ensure that the applicant has considered the potential impact of their production and that they have a plan to work in ways that are collaborative and respectful of the impacted communities. This will look different for each project, but may involve consultations, involving community members on the creative team, hiring advisors or counsellors, cultural sensitivity training, or hiring local crew. In the absence of a community engagement plan, Applicants may be asked for a Letter of Support for projects that intend to film in or collaborate with Indigenous communities.

The ISO provides financial support to assist filmmakers in their cultural and community engagement work, for engagement with experts, consultants, mentors, or knowledge keepers or other professional development in relation to the project. See individual program guidelines for more information.

Transparency and Confidentiality

The ISO is committed to the principle of transparency. The ISO adheres to Government of Canada guidelines on proactive disclosure. Our policy is to publish information on all successful funding recipients on our website and in our annual report. The ISO also proactively publishes the names of peer assessors who serve on a committee in our annual report. The ISO does not make public the names of unsuccessful individual applicants, and guidelines on confidentiality are enforced throughout and following the peer assessment process.

Information collected by the ISO may be subject to the *Access to Information Act* and the *Privacy Act*. The ISO adheres to all requirements under these laws and may only use personal information for the purposes for which it was originally collected or for uses consistent with that purpose. Part, or all, of the information applicants give us will be held on a secure internal management system for the administration of applications and awards. We may also use this information for the evaluation of our funds. We may provide copies of the information in confidence to further individuals or organizations who are helping us assess applications or monitor funding. By applying, applicants are providing their informed consent (permission) for the ISO to use their data for these purposes.

General Eligibility

Projects must be a Canadian Audiovisual Project (all forms of audio-only and screen-based media content formats, such as podcasts, television programs, films, web series, video games, mobile applications, narrative audio/visual immersive projects and augmented-virtual/mixed-reality (AR/VR/MR) experiences) that meets the definition of Canadian by the Canadian Audio Visual Certification Office (CAVCO); and/or the Canadian Radio-television Telecommunications Commission (CRTC). Where not applicable, this is determined by the maximum feasible use of Canadian talent.

All applicants must own or have cleared all relevant intellectual property, including chain of title including copyright of the project that they are applying for.

Individuals, companies or organizations can deposit a cheque or accept a direct deposit in the name of the applicant.

Good Standing

To apply for funding, all applicants must be in good standing with the Indigenous Screen Office. Issues that may affect good standing include:

- Overdue final reports;
- Failure to comply with ISO policies or the terms and conditions of their contracts on previous funding;
- Failure to comply with requests for additional information or documentation; misrepresentation;
- Outstanding/unresolved formal disputes such as workplace harassment or the mistreatment of cast & crew.

An applicant with an overdue final report will not be eligible for any other ISO or CMF program. Applications are deemed ineligible pending the approval of overdue final reports from previous funding programs. Final reports are due three months after the stated completion date on the signed agreement application.

Extension Requests

There are two types of Extension requests that an ISO applicant can make:

- An Extension on the submission of an application past the stated deadline;
- An Extension on the completion of a Final Report for an awarded project.

Policy:
Applications will not be accepted after the deadline date. Extensions may be granted but the applicant must email funding@iso-bea.ca with a rationale at least 10 business days prior to the deadline. If granted, extensions will be limited to 5 business days after the funding program deadline. Decisions on extension requests cannot be appealed.

An applicant with an overdue or outstanding final report will not be eligible for any other ISO program. Applications are deemed ineligible pending the approval of overdue final reports from previous funding programs. Final reports are due three months after the stated completion date on the signed agreement application. Applicants may request an extension by submitting a formal request to the Program Manager before the new program deadlines. **Extensions are not guaranteed and will only be considered if submitted before the end of the agreement date on time.** If an extension is approved, the applicant must provide an interim report, which must be reviewed and approved by the Program Manager before the extension is finalized

Extensions can only be made for an additional 6 months after an agreement end date. Decisions on extension requests cannot be appealed.

Submission Extensions

- Applicants requesting an extension on the submission of an application are to email the ISO at funding@iso-bea.ca with a rationale at least 10 business days prior to the funding program deadline;
- The Program manager will either approve or deny the request based on the time of receipt and rationale;
- The applicant will receive notification of the decision on the request, with a reminder of the new deadline if approved.

Final Report Extensions

- Applicants requesting an extension on the submission of a Final Report must fill out an Extension Request form through the ISO Portal and it will be linked to your application;
- Extension requests must be made prior to an agreement end date;
- The Program manager will either approve or deny the request based on the time of receipt and rationale;
- The applicant will receive notification of the decision on the request, with a reminder of the new deadline if approved;
- If an extension is approved, the applicant must provide an interim report, which must be reviewed and approved by the Program Manager before the extension is finalized.

Funding Maximums

The maximum and recommended funding amounts are determined on a program by program basis. Applicants may receive less than the amount requested based on peer assessment and the total amount of funding available. All funding over $250,000. will require a hold back of 3%,the final amount will be provided to the Applicant following the completion of the project,the approval of a final report, a schedule of ISO expenditures or audited financial statements. All ISO funding over $250,000 must be approved by the ISO Board of Directors.

At any time the ISO may recommend further drawdowns in the ISO contribution agreement based on the applicant's overall experience and track record. Applicants are required to refer to their individual project agreement to determine deliverables.

Please refer to specific program guidelines for company and individual eligibility rules.

Eligible Applicants to the ISO

Indigenous Individuals

- Indigenous creators working in screen-based content, including TV, film, web, gaming, apps, and XR (VR, AR);
- Indigenous individual(s), such as researchers, academics and/or other professionals;
- Indigenous person who is a citizen or permanent resident of Canada; and the age of majority in your province or territory;
    - To be eligible, Canadian permanent residents must originate from a community bordering Canada.
- Must not be in a state of insolvency or bankruptcy, or in the course of the reorganization of its business within the meaning of the Bankruptcy and Insolvency Act (Canada);

  Please be advised the Canada Revenue Agency considers ISO funding as taxable income. Please keep all expense receipts related to this funding to offset your tax obligations. If you apply as a sole proprietor, you must apply under the Business name for the funds to be deposited to your business bank account. ISO funding will not be deposited to an account in any name other than the applicant's name.

  Sole Proprietors: individuals who are registered as a sole proprietorship may apply as individuals in the name of their company, however, as stated above they are responsible for meeting any tax obligations associated with their business. ISO does not pay HST/GST to applicants on funding amounts because it is federal funding and is considered assistance.

Indigenous Corporations

- Indigenous controlled (minimum 51% ownership by person/s who are First Nations, Inuit, or Métis);

- The project is under the financial and creative control of Indigenous persons; two of the three key members of the creative team (ie. director, screenwriter, showrunner, lead producer) are Indigenous;
- Must demonstrate that the Indigenous creatives have final decision making authority in the case of co-writing/directing (i.e.: Chain of Title Documents);
- Registered as a corporation with its head office in Canada;
- Main activity of the organization is the production or support of screen-based content, including TV, film, web, digital narrative content, and XR (VR, AR);
- Is not insolvent or bankrupt, or in the course of the reorganization of its business within the meaning of the Bankruptcy and Insolvency Act (Canada).

  Please note, the spirit and intent of ISO funding is to support companies and groups that are controlled by Indigenous people, who have decision-making authority and creative control. **Indigenous control means that the company is Indigenous-led, and that the Indigenous partner is meaningfully involved in all relevant decision making. The ISO requires that Indigenous applicants cannot have less than 15% ownership in a company.**

  Bios including Indigenous ID statements for each owner of the company or group must be provided as well as the complete incorporation documentation outlining their individual percentage of ownership and current by-laws.

Eligible Groups

First Nation, Inuit or Métis Collective(s) are:

- Indigenous controlled (minimum 51% ownership by person/s who are First Nations, Inuit, or Métis);
- The project is under the financial and creative control of Indigenous persons; two of the three key members of the creative team (ie. director, screenwriter, showrunner, producer, key animator) are Indigenous. The ISO will also verify creative control through any agreements submitted in the application;
- Main activity of the organization is the production or support of screen-based content, including TV, film, web, digital narrative content, and XR (VR, AR);
- If applying as a collective an official agreement will be required as part of the application process.

Indigenous governing bodies such as First Nation Band Offices, Inuit Communities or Métis Settlements:

- Must currently be recognized as an Indigenous nation/established community;

- The project is under the financial and creative control of Indigenous persons; two of the three key members of the creative team (director, screenwriter/creator, producer, key animator/designer) are Indigenous;
- Must demonstrate capacity for undertaking a screen-based project.

Eligible Organizations

When Organizations are eligible for ISO programs, as is the case for Sector Development, applicants are:

- Indigenous owned and controlled non-profit organizations, or registered charities;
- BIPOC non-profit organizations or registered charities;
- Other non-profit organizations, educational institutions, or registered charities;
- All funding must be directed to the Indigenous participants and staff.

Indigenous Non-Profit Organizations, or Registered Charities

- Must be Indigenous led, with a 51% Indigenous-majority Board of Directors and Indigenous-majority staff in key decision-making roles (ie. Executive Director, Artistic Director, Managing/Operations Director, Director of Finance);
- Must be an incorporated non-profit organization with head office in Canada;
- Includes festivals, associations, arts service organizations, and training institutes.

BIPOC Non-Profit Organizations or Registered Charities

- Must be led by people who are Black, Indigenous or People of Colour, with a 51% BIPOC-majority Board of Directors and BIPOC-majority staff in key decision-making roles (i.e. Executive Director, Artistic Director, Managing/Operations Director, Director of Finance);
- Must be an incorporated non-profit organization with head office in Canada;
- Funding must be for a specific project that has confirmed participation by Indigenous creators.

Other Non-Profit Organizations, Educational Institutions or Charities

A limited number of partnerships may be considered for non-profit organizations or institutions that are non-Indigenous or non-BIPOC for projects that are led by Indigenous people, that include a contribution of funding and/or resources from the

applicant organization, and that have a clear benefit to Indigenous screen creators.

Since ISO program requirements may differ please refer to the specific program guidelines to which you are applying.

Ineligible Applicants

Applicants who are unsure about whether they are eligible for funding based on their Indigenous identity are recommended to connect directly with their nation, community, and/or group before applying to the ISO or any other funding body.

The ISO reserves the right to ask applicants questions pertaining to their Indigenous identity or withdraw applications in cases where information is inadequate, unclear, or is contested by community members. ISO funding is not a means of reconnection and should not be treated that way, if an applicant is attempting through these funds they will be ineligible. Additionally,

- Applicants who are owners of a company not in good standing with ISO, may not apply as owners of a separate company;
- Applicants with official complaints made against them to the ISO or its funding partners may be deemed ineligible for funding until such complaint is resolved;
- Applicants who are ineligible or not in good standing at other Canadian funding organizations;
- No immediate family members of Board Directors and Board President/Chair are ineligible for ISO funding programs;;
- ISO staff must immediately declare any conflict of interest if an immediate family member applies to ISO funding programs. Alternate evaluation procedures will then be implemented;
- Employees of program partners are not eligible for the specific funding program related to the partnership;
- Applicants who are currently reconnecting to their Indigenous community and proposing a project about reconnecting are not eligible for ISO programs;
- Applicant companies that have a history of withholding payment from any cast and crew associated with any production.

Ineligible or incomplete applications can be withdrawn at any time in the process. Applicants will be notified by the ISO when the application is withdrawn. Applicants who provide false information may be required to repay funds awarded by ISO (see Misrepresentation section).

Ineligible Activities

Excluded activities include, but not limited to:

- Activities that are carried out to satisfy Post-Secondary course requirements of an educational institution;
- Activities proposed by someone under the age of majority in the respective province or territory;
- Activities that are illegal according to the Criminal Code of Canada;
- Activities carried out by organizations that have not paid, or do not pay, fees or royalties to artists according to the standards of the arts practice or sector;
- Talk shows, live sports events, game shows that include a monetary prize, reality television, music videos and advertising;
- Re-takes or pick-ups;
- Activities and phases of a project that have been previously funded by the ISO.

Unsuccessful Applications

Applications may be declined for several reasons, including but not limited to:

- The project is not eligible for funding;
- The project does not align with our core objectives for the funding program;
- The application does not provide sufficient materials to move forward with contracting;
- The material provided is perceived as too ambitious for the budget;
- The material was thought too familiar or derivative;
- Viability and support of the production was questionable/unclear;
- There was insufficient or lack of engagement with communities involved;
- The amount of funding available was far less than the amount of applicants;;
- The project has been declined for funding by the ISO consecutively.

Please note, funding criteria varies per program and applicants are encouraged to review program specific guidelines.

For further information, please see our Decision Making and Assessment processes section below. When a project is unsuccessful in its application, a brief explanation or feedback may or may not be provided, upon request.

Accessibility Support

The ISO acknowledges that within the screen industry, numerous individuals require assistance beyond the conventional support offered. The ISO will provide monetary support of up to $500.00 CAD on a case-by-case basis to address accessibility expenses during the application stages. Applicants will be asked to provide a detailed invoice and rationale included with their request. **Maximum of $1,000. CAD per year per applicant.**

These expenses include but are not limited to;

- ➔ Application writing and support;
- ➔ Video or audio recording;
- ➔ Equipment rentals;
- ➔ Professional fees;
- ➔ Language interpretation/translation fees;
- ➔ Final report submission support.

If you have barriers to access including but not limited to language, internet or physical barriers, please contact the ISO to discuss accommodations and support at funding@iso-bea.ca.

Misrepresentation

If at any time, an applicant, provides false information or omits material information in connection with an application, including Indigenous identity, the ISO may exercise the following rights:

- Termination of any contracts;
- Deem the applicant not in good standing with the ISO and ineligible for all other ISO Program;
- Denial of eligibility for existing and future funding;
- Repayment of any funds already advanced;
- Civil and potential criminal prosecution, in the case of fraud.

These measures may be imposed not only on the applicant but also on related, associated, and affiliated companies and individuals that are parties to the application. Any applicant receiving approval for funding will be required to sign a legally enforceable agreement, which includes further provisions concerning misrepresentations, defaults, and related matters.

General Conditions & Accountabilities

Stacking Limit

A "stacking limit" refers to the maximum level of funding that is allowed from government sources. This is often a requirement for Government of Canada programs. ISO may directly fund up to 100% of a project budget. However, ISO funding does count as federal revenue against stacking limits for other funding programs, if applicable. Applicants must adhere to the stacking limit of the program they are applying to.

Please refer to your agreement with other federal funding agencies to determine if you are within the stacking limit of your proposed financing structure.

"Double dipping" refers to gaining funding from more than one source for the same expense or activity. This is not allowed by ISO or any funding organization and can lead to a funding recipient to be determined as not in good standing with ISO and ineligible for future funding.

Tax Credits

ISO Story Fund and Sector Development funding counts towards Canadian Film and Television Production Tax Credit assistance for eligible productions, as a federal funding source. Go here for more information about CFTP.

As ISO funding is considered assistance, therefore receiving funding from the ISO will affect the amount of federal or provincial tax credits that the producer or company is eligible for in connection with the production. The ISO recommends that applicants discuss the potential with their provincial or territorial tax credit specialist or accountant to determine that amount.

Deadlines

Applications will not be accepted after the deadline date. Extensions may be granted but the applicant must email funding@iso-bea.ca with a rationale at least 10 business days prior to the deadline. If granted extensions will be limited to 5 business days after the funding program deadline.

Conflict of Interest

The ISO acknowledges that conflicts of interest may arise in its funding activities due to the size of the Indigenous screen community, the peer assessment process,

and competing proposals. We prioritize transparent and clear procedures to ethically manage conflicts of interest throughout all of our assessment processes.

Our strategy is to prevent conflicts of interest whenever possible and effectively manage them when they occur. Therefore, peer assessors, employees, and board members must adhere to the ISO's conflict of interest procedures and disclose any potential conflicts to maintain the integrity of the assessment and decision-making processes.

We maintain transparency and ensure our processes are clearly understood by applicants as we foster an open and community-oriented relationship.

Types of Conflicts of Interest

We identify and define direct, indirect, and perceived conflicts of interest as follows:

Direct Conflicts of Interest

A direct conflict of interest occurs when an assessor or an immediate family member (such as a spouse, partner, parent, child, sibling, or member of the immediate household) stands to benefit financially from the success of an application.

Indirect and Perceived Conflicts of Interest

Indirect and perceived conflicts of interest arise when an assessor's ability to evaluate an application objectively may be compromised, or when it might appear that their objectivity could be compromised.

Indirect conflicts can occur under various circumstances where, although not directly conflicting, an assessor's impartiality might be questioned.

The following are not considered conflicts of interest:

Examples:

- Former employees and board members who have left an applicant organization;
- Having a current or past personal or professional relationship with an applicant;
- Being mentioned as a potential participant in an application without prior knowledge of this.

Transfer of Ownership

The applicant must obtain the prior written consent of ISO if they plan to sell, assign, transfer, option or otherwise dispose of or encumber any right, interest, or property of the applicant in the project, in any materials created during the development of the project or in the underlying rights agreements.

Respectful and Accessible Workplace

The ISO is committed to providing a working environment in which all individuals are treated with respect, fairness and dignity. ISO is committed to the prevention of workplace violence, harassment, and discrimination. Everyone has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices, and ISO will take whatever steps are reasonable to protect our employees from workplace violence and harassment.

Maintaining a respectful and safe environment for all staff and stakeholders is of the utmost importance to the ISO. Harassment, including abusive, threatening, or inappropriate behavior directed toward ISO staff, will not be tolerated under any circumstances.

Applicants are expected to engage with our staff in a professional and respectful manner. Harassment includes, but is not limited to:

- Abuse, whether verbal or written, including offensive emails, phone calls, messages, or social media posts;
- Threats, intimidation, or any form of bullying behavior;
- Discrimination or inappropriate comments based on personal characteristics or identities.

Should harassment occur, the ISO reserves the right to take appropriate action, including:

- Suspending or terminating communication with the applicant;
- Disqualifying the applicant from current and future funding opportunities;
- Reporting serious incidents to the appropriate authorities.

We are committed to fostering a respectful relationship with all applicants and expect the same in return.

Applicants to the ISO must confirm they comply with their obligations to maintain a respectful workplace, free of bullying and harassment. This includes adherence to the Workers' Compensation Act and all applicable Occupational Health and Safety

Regulations, Policies, and Guidelines. Furthermore, applicants are required to read the ISO's Anti-Harassment Policy and will be required to agree to its terms in any funding agreements.

If you have barriers to access on production sets and workplaces including but not limited to language, internet, or physical barriers, please contact funding@iso-bea.ca to determine appropriate accommodations and support.

Artificial Intelligence (AI) Guiding Principles

Responsible: The adoption of AI must be ethically responsible and carefully considered. This includes safeguarding intellectual property, privacy, and data, while being vigilant about potential bias and discrimination.

Collaborative: AI should be viewed as a tool to enhance human capabilities rather than replace them. Its implementation should foster collaboration between humans and technology.

- while application writing can be supported through the use of AI technology, creative elements included in an application should not rely on AI ie. storylines, characters, whole scripts.
- AI should not be utilized to replace a job or training opportunity on a project for an Indigenous person.
- Writers, Story Editors and Story Consultants in the project application must be identified human persons
- Producers must adhere to WGC, CMPA and other contracts that outline AI guidelines or policy.

Transparent: The use of AI must be transparent and accountable. Clear and relevant contextual information about its application and usage should be provided to ensure understanding and trust.

- Content involving cultural identity, ceremony or traditions, and historical legacy should not be gathered through AI technology; AI misuse may pose risks if it is used to de-value or appropriate Indigenous knowledge;
- Applicants need to report on when and where AI is used in creative materials;
- Applicants warrant that the scripts, treatments or director's visions are not generated in whole by AI.

For content created with the assistance of AI technology, it is the responsibility of the Applicant to ensure that all underlying rights to Eligible Projects are owned and meaningfully developed by the Indigenous applicant.

Recognition of Contribution

Recipients must acknowledge ISO support must include the digital version (static or animated) of the ISO logo in the main program of the screen credits. The style, size and placement afforded to the ISO will be no less favorable than other parties who have participated financially to the "production" of this program and will appear wherever and whenever any such other party receives credit.

The applicant will provide an on-screen tail credit to ISO which will be included on all copies of the program including print, videotapes, electronic downloads, media and press of the program for distribution.

The Applicant will comply with the additional ISO credit requirements on the ISO website: https://iso-bea.ca/funding/logo-kit/

When sharing information about your participation in the awarded project, please also tag the ISO on any social media posts.

Facebook:	@ISO.BEA
Instagram:	@indigenousscreen
Threads:	@indigenousscreen
LinkedIn:	@indigenous-screen-office
Bluesky:	@iso-bea.bsky.social
X (Twitter):	@screen_office

Final Report

A final report must be submitted through the ISO portal within three months of project completion. While most projects are allotted a two-year window from their start date to reach completion, applicants should verify specific timelines as individual program requirements may vary. The ISO will provide successful recipients with the necessary Final Report forms for submission. Please be advised that any applicant with one or more overdue final reports will be ineligible for further ISO funding until all outstanding reports are submitted and formally approved.

This requirement of "good standing" extends to the underlying ownership of an applicant. Reporting obligations remain in effect even if a company applies under a different name, provided the ownership structure remains the same. Furthermore, these eligibility restrictions apply to individuals who are owners or part-owners of any company that is currently not in good standing with the ISO. Once a final report is submitted, Program Managers will review the documentation and provide an approval or request further information within a three-month period.

Forfeiture and default

A completion date is noted in the contract/agreement by which all deliverables will be submitted. Should all materials not be provided by the completion date, the eligible Applicant forfeits any outstanding drawdown amounts and the commitment will be reduced by this amount.

Should an eligible applicant be placed in default - according to the terms of the Agreement, this limits the applicant, its principals and any parent or subsidiary companies from accessing further funding from ISO. In addition, ISO reserves the right to request immediate repayment of any funds advanced.

Applicants who anticipate a default must notify the ISO immediately. The ISO will prioritize a meeting to review the situation and determine the appropriate next steps.

Decision Making Processes

What you need to apply – Supporting Documentation

Applicants must apply through the ISO portal and online submission form.

Once registered in the portal, depending on the program, you may need to provide information about:

- Your relationality as an Indigenous storyteller;
- Your screen-based practice;
- Your project or production;
- Your budget.

Depending on the program, you may also be asked to submit:

- A Community Engagement Plan (max 2 pages) and/or Letter of Support for projects that intend to film in or collaborate with Indigenous communities.
- Link to a project demo or previous work (if applicable);

- A chain of title and agreement/contract for permission to Develop/Produce the project's IP;
- A detailed production schedule;
- A completed script or "shooting" script for Documentaries (for scripted projects only);
- A project budget;
- Information related to the identity and work history of the key members of your team.

We ask you to submit relevant supporting materials (e.g., treatment, script, samples of previous work) at application stage.

How we assess your application

Eligibility Review

An initial review for eligibility and missing documentation will be conducted by the ISO Program Manager and the Program Coordinator, including:

- Indigenous ID Statement
- Confirmation of chain of title;
- Details on company structure and ownership;
- Any confirmed financing or sales agent/distribution interest;
- Full budget and links to previous work;
- Additional information related to the project, team, or plan of activities.

ISO staff will reach out if there is any missing information and applicants will be given 5business days to submit outstanding information prior to the internal or peer review process. If an applicant is unable or does not submit the required information within the specific time frame then the project will be deemed ineligible for funding.

Internal Review

The Program Coordinator will review applications to ensure that the applicant has met eligibility requirements and has completed their application with required supporting documentation. Applications that pass the administrative review will move forward to the internal assessment stage where the Program Manager will review applications with the support of ISO staff. The applications will be scored based on ISO assessment criteria and will be either recommended or not recommended for funding. The Program Manager will make the final

recommendations based on the team's internal assessment, program priorities, ISO's content framework and budget to the Director of Funding Programs and CEO for approval.

Arms Length Peer Assessment

Peer assessment is the basis for most of the ISO's funding. Feedback from Indigenous content creators have made it clear that this is the most appropriate form of decision making. Peer assessment promotes fairness, transparency and accountability in decision making, while at the same time ensures knowledgeable assessment of artistic ability and merit. For the peer assessment processes, the ISO will ensure that a minimum of three (3) assessors are reviewing applications and that clear and transparent metrics are in place for assessing applications.

If the ISO receives an application that includes culturally specific content the ISO reserves the right to engage an Indigenous consultant to review the application and provide specific cultural feedback from that community.

For internal assessment processes, which are valuable for the delivery of time-sensitive and responsive funding, the Program Manager will review applications with input from ISO staff and make recommendations to the Director of Funding Programs and to the CEO for final approval.

The review and analysis of each application is based on individual program criteria. The following priorities will be considered as part of the assessment process:

- Regional and language representation;
- Representation of diverse Indigenous perspectives and intersections including gender, 2SLGBTQIAP+ people, and creators with disabilities;
- Different career levels, including emerging voices.
- A commitment to sustainable practices

Selection of Peers

Peer review panels are made up of Indigenous individuals representing different nations and regions of Canada. The ISO selects artists and arts professionals for its peer assessment committees based on:

- Professional specialization;
- Artistic practice;
- Demographics (age, gender);
- Nations, language groups, regions.

As an Indigenous organization, we work hard to embody our values and the sacred teachings. Trust, integrity, humility, and transparency are central to all our relationships, and we expect these values to be shared by those who are welcomed into the circle, such as peer assessors.

No peer review panel members with immediate family members in the applicant pool can adjudicate. Peers selected should not be involved with the works in their category / program area and are subject to ISO's Conflict of Interest Policy and confidentiality agreement. All discussions pertaining to the assessment process are confidential. Peer review panel members are not permitted to consult with other panels or external parties regarding decisions. It is imperative to keep results confidential until they are announced.

Assessment Process

Peer assessment includes **evaluating** and comparing eligible applications against program criteria and objectives, **discussing** the relative merit of the application, and **scoring** each application against the assessment criteria. The scoring structure may be different for each ISO program. Whether internally or peer assessed, each application will be scored based on the criteria below.

ISO External Score Criteria

Category	Weight	Evaluation Criteria
Relationality, Context & Accountability	/25	Cultural authority & accountability. Leads have lived/community connections. Indigenous ways of knowing inform the work. Protocols & engagement plans are articulated.
Storytelling & Creative Approach	/25	Compelling narrative/conceptual approach. Creativity, imagination, and coherence. Integration of ethical considerations within the storytelling Respect and intentionality in shaping the story. Distinct creative voice and artistic intention.
Creative Vision & Innovation	/10	Innovation of new forms or perspectives. Contribution to new storytelling perspectives. Distinctiveness and timeliness

Feasibility & Execution	/25	The team demonstrates experience, skills, and leadership and has a clear plan to address any capacity gaps. Budget alignment with project scope. Realistic timeline and project readiness.
Impact, Reach & Contribution	/15	Contribution to Indigenous cultural life. Alignment with the applicants career trajectory. Audience accessibility and reach pathways. Industry, market, or international relevance. Contributes to the screen sector and job creation.
TOTAL	**/100**	

ISO Internal Score Criteria

Category	**Weight**	**Evaluation Criteria**
Risk Analysis	/10	Confirmed financing, distributor, sales agent, or broadcaster associated. Experience of production team. Community relationships and harm mitigation is present. Demonstrated track record of success and progression.
Market Analysis	/10	Broadcaster or Distributor with significant commitment level; International appeal and potential. Filmmaker success on the festival circuit and previous theatrical releases. Audience potential. Star attachments, Applicant success in adjacent industry, genre has either momentum or is innovative to industry and demonstrates longevity. Cultural & social impact potential.
ISO Priorities	/10	Indigenous representation & Language Career and talent potential is high, commitment to employing Indigenous above/below line as a priority. Regional representation. Global competitiveness.
TOTAL	**/30**	

Appeal/Decision Reversal

Funding decisions of the ISO are final. Decisions cannot be appealed unless *evidence* suggests that a procedural error may have occurred during the assessment process. The ISO may initiate a process to review and potentially reverse a funding decision where there are serious concerns about the recipient or the funded activities. Examples of serious concerns include failure to meet the terms and conditions of the applicant's contribution agreement, failure to comply with legal obligations, misrepresentation, and risk of insolvency.

What Happens if your Application is Successful

Final funding decisions will be made by the ISO and applicants will be notified of successful and unsuccessful applications through the ISO application portal. Each applicant will receive an official notification letter advising the applicant of the next steps and if there's further requirements prior to contracting.

The next steps for successful applicants include:

- Receiving your contribution agreement to be reviewed by the applicant, signed and sent back to the ISO. A draft of our general contribution agreement can be found in Appendix A;
- An electronic funds authorization form to be completed;
- Payment will be processed within 30 days of successfully submitting all necessary documentation;
- Please note that payments can only be made in the name of the individual applicant or company name;
- A final report will be required within three months following the completion of the project and must be approved by the ISO Program Manager.

Applicants must promptly inform the ISO if they plan to incorporate a new company and wish to have the successful contribution agreement under the new company's name. To process this request, applicants are required to provide the ISO with their complete incorporation documentation, including the share structure and company by-laws including any co-production agreements, if applicable.

Note: The ISO is committed to updating this policy regularly. We are open to recommendations from community members on improving our processes on an ongoing basis. If you have feedback you can reach out to us at funding@iso-bea.ca.

Appendix A next page

INDIGENOUS SCREEN OFFICE
PROGRAM NAME CONTRIBUTION AGREEMENT
2026-2027

Project name: **[Project name here]** (the "**Project**")

This Contribution Agreement (the "**Agreement**") **is made as of _____, 2026 (the "Effective Date")**

BETWEEN:

Indigenous Screen Office
1987C Chiefswood Rd.
Ohsweken, ON
N0A 1M0
(the "**ISO**")

– AND –

Name:
Address (please enter the address associated to your application):

(the "**Applicant**")
(collectively, the "**Parties**" and each a "**Party**")

RECITALS:

A. The ISO is an independent national advocacy and funding organization serving First Nations, Inuit and Métis creators of screen content in Canada. The ISO's mandate is to foster and support narrative sovereignty and cultural revitalization by increasing Indigenous storytelling on screens and promoting Indigenous values and participation across the sector. The ISO's THE PROGRAM NAME provides support to activities that will contribute towards building a robust Indigenous screen sector for creators, crew and professional workers.

B. The Applicant, or another entity on behalf of the Applicant, has submitted an application (the "**Application**") to the ISO's PROGRAM NAME 2026-2027 for financing in respect of the Project and ISO has determined, based solely on the information provided by the Applicant to ISO, that ISO will provide a contribution to the Project in the amount of **$_____.00 CAD,** subject to the provisions of this Agreement**.**

C. Pursuant to ISO Guidelines, ISO will hold back 3% of the total awarded amount until Project completion and the receipt of a final report and audited financial statements including a schedule of ISO expenditures. (PLEASE REMOVE IF NOT APPLICABLE, for projects over $250,000.00)

NOW THEREFORE in consideration of the mutual covenants herein and for other good and valuable consideration, the Parties agree as follows:

DRAFT

PROJECT ELEMENTS

1. PROJECT AND TERM

(a) [Project description - name, format, length].

(b) The term of this Agreement will be from the Effective Date until _____ the "**Term**").

2. ISO CONTRIBUTION

ISO Program(s)	Type	$ ISO Amount (CAD)
PROGRAM NAME(s)	THE FUNDS	**(2026-27) - AMOUNT $_____.00 CAD**
Total		**$_____.00 CAD**

(the "**Contribution**").

3. PAYMENT

Provided the Applicant has complied with the terms of this Agreement, the ISO will provide the Contribution to the Applicant in the following [installment or amount], upon satisfaction of all the applicable requirements listed below:

3.1 First Payment: $_____.00 CAD

To be provided by ISO to the Applicant upon receipt signature of this Agreement and a direct deposit form.

3.2 Second Payment: $_____.00 CAD (IF NOT APPLICABLE PLEASE DELETE)

To be provided by ISO to the Applicant upon receipt of a final report and audited financial statements for the Project on or before DATE.

3.3 Funding Use

The Applicant will use the Contribution solely for the purposes of the Project. ISO may change or terminate the Contribution at any time by notice in writing to the Applicant if:

(a) the ISO, acting reasonably, determines that the Applicant used the Contribution for any purpose other than the Project;

(b) funding from any other source(s) duplicates any of the payments provided under this Agreement;

(c) any expenditure included in the final costs for the Project are disallowed; or

(d) the actual costs for the Project in the final costs report are lower than the costs for the Project in the budget.

No modification, addition or deletion may be made to the Application, the Project description or the budget without the prior written consent of the ISO. The ISO will not approve any modification, addition or deletion Application, the Project description or the budget that, if it had been made at the time the Application was submitted to and subsequently approved by the ISO, could or would have substantially

DRAFT

affected in any manner (as determined by the ISO in its sole discretion) the eligibility of the Applicant or the Project under the ISO Guidelines.

The Applicant shall produce the Project based on the approved budget within the Application. The Applicant acknowledges that the Contribution is based on the budget. The Applicant confirms that the projections and estimates of costs on which the budget is based are accurate and reasonable. Any increase to the budget requires the ISO's prior written consent.

3.4 Contribution Reduction

In the event that the Contribution is terminated or reduced by any amount and all or part of the Contribution has previously been paid to the Applicant, the Applicant will forthwith repay ISO the overpaid amount the Applicant has received.

3.5 Interim Financing

In the event that the Applicant has entered or will enter into a loan agreement with a lender to finance the production of the Project and that loan agreement requires that all or a portion of the Contribution that may become due to the Applicant must be assigned to the lender, the Applicant is solely responsible for fulfilling this payment obligation to the lender.

If the Applicant has assigned any of the Contribution under this Agreement to the lender, the Applicant is solely responsible, once it has received the payment(s) from the ISO, to forward the applicable payment(s) to the lender.

3.6 Financial Records

The Applicant will keep all financial and non-financial records that may be required to prepare reports, and to complete any evaluations or reviews, under this Agreement. ISO will have the right at any time, at ISO's expense, to examine, take excerpts from and/or audit, by itself or by an auditor of ISO's choice, any and all other books, records and other documents of the Applicant and/or a related party, including but not limited to the audit of the Project's final cost report and associated documents.

The Applicant shall provide ISO with reasonable access to its premises (on reasonable notice from ISO and during regular business hours) for the purposes of such audit or examination set out in this Section 3.6.

3.7 Insurance

The Applicant agrees to purchase, provide, and maintain adequate comprehensive public liability insurance against injury, death, or other loss or damage resulting from the actions of the Applicant in connection with the activities funded under this Agreement.

4. APPLICANT OBLIGATIONS

4.1 Recognition of Contribution

(a) The producer of the Project ("Producer") will provide an on-screen tail credit to ISO with the corporate logo and "produced with the support of" to be positioned immediately preceding or immediately following the Producer's corporate credit in the closing credit roll, to be approved by an ISO representative. This credit will be included on all copies of the program including print, videotapes, electronic downloads, media and press of the program for distribution.

(b) The Producer will include the digital bilingual version (static or animated) of the ISO logo in the main program of the screen credits. The style, size and placement afforded to the ISO will be no less favorable than other parties who have participated financially to the "production" of this program and will appear wherever and whenever any such other party receives credit.

DRAFT

(c) The Producer will allow the ISO the right to use the name of the Contribution recipient, the Project name, images and other promotional material for publicity purposes.

(d) The Applicant will tag the ISO on any social media posts related to the Contribution:

- Facebook: @ISO.BEA
- Instagram: @indigenousscreen
- Threads: @indigenousscreen
- LinkedIn: @indigenous-screen-office
- Bluesky: @iso-bea.bsky.social
- X (Twitter): @screen_office

(e) The Applicant will comply with the additional ISO credit requirements on the ISO website: https://iso-bea.ca/funding/logo-kit/

4.2 General Responsibilities

(a) The Applicant agrees to the Terms and Conditions of the Contribution as outlined in the Application Documents, the signed Attestation, the ISO Program Guidelines and the ISO General Funding Guidelines (the "**Guidelines**").

(b) The Applicant acknowledges that ISO's role in the Project is limited to the provision of the Contribution and that ISO has made no representations or assurances regarding the scope of the Project, the accuracy of the projected costs, or the proposed employees, consultants or contractors (if any).

(c) The Applicant will comply with all applicable laws and regulations and will obtain all approvals and permits necessary to undertake the Project.

(d) The Applicant will submit a final report within three months of the Project's completion date. The Applicant agrees that they will not be eligible for further ISO funding until all outstanding final reports are submitted and approved by the ISO.

(e) The Applicant acknowledges the importance of Indigenous creative control and narrative sovereignty. The Applicant will ensure that Indigenous creators and communities have significant creative input and decision-making power over all aspects of the Project that relate to Indigenous content, stories, and cultural representation. This includes, but is not limited to, script development, casting, directing, and production design. The Applicant will make best efforts to adhere to established protocols and guidelines, such as those found in the On-Screen Protocols & Pathways Media Production Guide, to ensure respectful and authentic representation.

(f) The Applicant recognizes the importance of capacity building within Indigenous communities. Where applicable and feasible, the Applicant will incorporate elements into the Project that contribute to building capacity among Indigenous individuals and communities. This may include, but is not limited to:

- Providing training opportunities for Indigenous crew members and other project personnel.
- Offering mentorship or apprenticeship opportunities to emerging Indigenous talent.
- Collaborating with Indigenous organizations to provide workshops or skill-development initiatives related to screen production.
- Prioritizing the hiring of Indigenous people for key roles within the Project.
- Documenting and sharing knowledge gained during the Project with Indigenous communities and the broader screen sector.

4.3 Default

(a) The Applicant is in default of this Agreement under any of the following circumstances:

(i) the Applicant does not complete the Project substantially in accordance with the Application;

DRAFT

(ii) the Applicant does not fulfill any of its obligations under this Agreement;

(iii) any of the warranties or representations made by the Applicant in this Agreement are false or misleading, or the Applicant has failed to disclose any material fact, information or collateral understanding relating to the eligibility of the Applicant, the Project or any other material content of the Application;

(iv) any action is taken to remove control of the Project from the Applicant or to seize any elements of the Project (subject to the rights of a completion guarantor under a binding completion guarantee in effect for the Project);

(v) any material adverse change occurs in the financial position of the Applicant which, in the ISO's opinion, impairs the Applicant's capacity to perform its obligations under this Agreement;

(vi) the Project becomes encumbered, mortgaged, charged or is assigned without the prior written consent of the ISO where such encumbrance, mortgage, charge or assignment will preclude the Applicant from completing the Project or will preclude the Applicant from applying any amount of the Contribution toward those expenditures for which the Contribution was intended;

(vii) following a request from ISO for information or documentation that is directly within the Applicant's control to provide to ISO, the Applicant fails to fulfil such request within thirty (30) days;

(viii) there is a change in risk that, in the ISO's opinion, would jeopardize the success of the Project; and/or;

(ix) the Applicant ceases to carry on business, makes an assignment for the benefit of its creditors, becomes insolvent or commits an act of bankruptcy;

(x) any action is taken to have the Applicant declared bankrupt, or wound up, or a receiver is appointed over any part of or all the assets of the Applicant;

(xi) if any judgment or order is rendered against the Applicant and is not discharged or stayed within ten (10) business days of the making of such judgment or order;

(xii) the Applicant is in default under any other funding agreement between the Applicant and ISO; and

(xiii) the Applicant makes a false declaration of Indigenous identity.

(b) In the event of a default, ISO may by notice to the Applicant, take any or all of the following actions:

(i) require the Applicant to seek advisory support acceptable to ISO;

(ii) withhold any payments under this Agreement;

(iii) deny the Applicant eligibility for future ISO funding;

(iv) require the Applicant to repay any amount of the Contribution already advanced;

(v) require the Applicant to take other actions to remedy the default; and/or

(vi) terminate this Agreement in accordance with 4.3(c).

(c) ISO will provide the Applicant with ten (10) business days' written notice of its intention to terminate this Agreement unless the default specified in the notice is cured to the satisfaction of ISO. No delay by ISO in exercising its right of termination, or extension of the notice period, will in any way limit ISO's right to terminate this Agreement.

DRAFT

(d) In the event this Agreement is terminated pursuant to this section 4.3, ISO's obligations under this Agreement will immediately cease and the Applicant will immediately repay ISO in full for all payments made by ISO to the Applicant under this Agreement.

(e) ISO may exercise any or all of the rights and remedies provided by this Section 5.0. No action taken by the ISO under this Section 4.3 or failure to take action will in any way prejudice or impair any other rights and remedies that the ISO may have.

(f) No failure by ISO to take action will be interpreted as an approval of the Applicant, the Project or any materials delivered to ISO (including the Application), where such Applicant, Project or materials delivered to ISO (including the Application) is later determined by ISO, in its discretion, to constitute an Event of Default.

(g) The ISO will not be liable or accountable for any failure to exercise any remedies, whether pursuant to this Section 5.0 or otherwise.

4.4 Declaration of Indigenous Identity

(a) The Applicant represents and warrants to ISO that the information provided in the Application for this Contribution is valid and true, with the intent and understanding that ISO is relying upon this information in entering into this Agreement. The Applicant acknowledges that making a false declaration, including a false claim of Indigenous identity as outlined in the ISO General Policy Guidelines, is considered as an event of default under ISO's policies and may constitute a criminal offense.

(b) In the event, the ISO has reason to doubt the Indigenous identity of the Applicant, the ISO may conduct such investigations as it deems necessary to confirm an Applicant's Indigenous identity, including, but not limited to, requesting copies of government-issued identification documents, conducting background checks, and consulting with relevant Indigenous communities and organizations. The Applicant will cooperate fully with the investigation and will provide all requested documentation and information in a timely manner.

(c) The Parties will comply with the additional terms and conditions on Indigenous identity set out in the Guidelines.

4.5 ISO Reporting

The Applicant understands that by accepting this Contribution their name and/or company name will be published in the ISO's Annual Report listing of contribution recipients. ISO may make public the name of the Applicant, the amount of the Contribution provided and the nature of the Project funded under this Agreement.

4.6 Representations, Warranties and Indemnities

The Applicant hereby represents and warrants as follows:

(a) the Project will be completed in accordance with the Application and the ISO Guidelines;

(b) all disclosures required to be made by the Applicant under the terms and conditions of the Application and the Guidelines have been fully, plainly and honestly made to the ISO;

(c) the Applicant has not entered and will not enter into or entertain any oral or written agreement or "side deal" regarding financing of the Project without notifying the ISO (other than those disclosed in the Application or otherwise disclosed to and approved by the ISO in writing), nor any oral or written agreement or "side deal" that conflicts with any of the provisions of this Agreement or the Application;

(d) the Applicant has disclosed to ISO, and will continue to disclose to ISO until completion of the Parties' obligations under this Agreement, all material facts, information, agreements and obligations of the Applicant (and, to the best of the Applicant's knowledge, information and belief, of any other party) that materially affects the Project in any manner whatsoever or that could in any way bear upon the eligibility of the Project

DRAFT

or the Applicant, regardless of whether such facts or information are specifically requested by ISO in the course of its review of the Application;

(e) as of the Effective Date, the Applicant will be in good standing with the ISO, meaning the Applicant does not owe any final reports to the ISO, is not in default, and is not subject to any pending complaints or investigations, under any other agreement with the ISO.

(f) no change in the Project budget will be made without the prior written consent of ISO;

(g) the Project does not violate or infringe any intellectual property right (including copyright), trademark, moral right, right to privacy, right of image or any other right or interest of any person, nor does it appropriate the personality of any person;

(h) the Project does not contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the Criminal Code, is not libellous or in any other way unlawful, and is in compliance with all applicable privacy and other laws and regulations;

(i) there is not now pending nor, to the best of the knowledge of the Applicant, threatened against the Applicant or in respect of the Project, any cause of action or legal proceeding of any kind before any court, tribunal or other competent authority in any jurisdiction in the world;

(j) the Applicant will promptly deliver notice to the ISO of any material adverse change in the financial position of the Applicant that could impair the Applicant's capacity to perform its obligations under this Agreement;

(k) the Applicant will promptly make full disclosure to ISO of any threatened or actual litigation affecting the Project or that may affect the Project;

(l) the Applicant will ensure that all activities funded in part or in whole by the Contribution are carried out in compliance with all applicable statutes, laws, bylaws, regulations, orders, codes, standards, directives and guidelines governing the activities for which funding is being sought;

(m) for greater certainty, the Contribution (whether in whole or in part) will not be used for advocacy activities, including lobbying the Government of Canada;

(n) if the Applicant collects any personal information as part of the Project, it will comply with the *Personal Information Protection and Electronic Documents Act* and all other applicable data protection and personal information protection laws; and

(o) the Applicant shall, without delay, upon the ISO's request, provide any information or documentation that the ISO requires concerning this Agreement.

The foregoing representations remain true and correct as long as this Agreement is in force. The acceptance by the Applicant of any payment under this Agreement is deemed to constitute a further representation and warranty by the Applicant that all of the foregoing representations and warranties are true and correct as of the date of such acceptance.

4.7 Equity, Inclusion, Anti-Harassment and Privacy

ISO is committed to supporting and pursuing equity and inclusion in all aspects of its operations and seeks to work with partners who share this commitment. The Applicant will support and uphold the participation and inclusion of all sovereignty- and equity- seeking groups in the Project. Specifically, when working with First Nations, Métis and Inuit communities, cultures, concepts, content and stories, the Applicant agrees to make best efforts to respect the guiding principles and best practices set out in the On-Screen Protocols & Pathways Media Production Guide.

The Applicant hereby agrees to respect and promote the set of principles aimed at preventing and eradicating harassment, in any form, in Canada's creative industries, adopted by CMF, Telefilm Canada and other industry investors, found at https://cmf fmc.ca/about-us/our-policies/. Without limiting the generality of the foregoing, the Applicant will: (1) implement appropriate policies and procedures to help ensure a harassment-free workplace; and (2) ensure that all of the Applicant's personnel are made aware of such policies and procedures.

DRAFT

The Applicant authorize(s) ISO to discuss and disclose any and all information and documentation which relates in any way to the Application, the Project, any previously completed project, the production of the Project, this Agreement, the Applicant and any of its related parties, with one another and with every entity connected (in ISO's opinion) with the Application, the Project, any previously completed project, the Applicant or any of its related parties, including, but not limited to the broadcaster(s), the distributor(s), auditor(s), legal counsel, actual or proposed financier(s) and interim financier(s), CAVCO, CRTC, the Department of Canadian Heritage, the Auditor General of Canada and other governmental entities (collectively, the "**Entities**"). The Applicant further authorizes the Entities to discuss and disclose to ISO any information related to the foregoing.

The Applicant hereby acknowledges that, while industry standard security measures are used to protect information provided to ISO from unauthorized access, ISO cannot guarantee that unauthorized third parties will never be able to defeat such measures, and that, except if caused by ISO's negligence or wilful misconduct, ISO is not responsible or liable for any losses, damages, costs, expenses or other claims resulting from a third party's unauthorized access to the Applicant's information.

5. LEGAL CONSIDERATIONS

5.1 Amendments

Any amendments to this Agreement require prior written approval of ISO and the Applicant.

5.2 Independent Parties

This Agreement does not create any agency, association, joint venture or employer-employee relationship between ISO and the Applicant.

5.3 Waiver and Indemnity

The Applicant will bring no claims whatsoever against ISO for anything relating to or arising from this Agreement or its subject matter.

The Applicant will indemnify and save harmless ISO, ISO's directors and officers, employees, agents and representatives of ISO from any claims, demands, actions, suits, liabilities or other proceedings of every nature and kind arising from or in consequence of:

(a) the Project, including but not limited to the development, production, exploitation, advertising or promotion of the Project;

(b) any breach of this Agreement by the Applicant; and

(c) acts, omissions or negligence of the Applicant or any director, officer, employee, member, agent or representative of the Applicant in connection with this Agreement.

ISO, ISO's directors and officers, employees, agents or representatives will not be liable for any damages, whether consequential, special, indirect or incidental costs, expenses or losses (including without limitation, lost profits and opportunity costs) arising from the performance of this Agreement. The provisions of this section will apply regardless of the form of action, damage, claim, liability, cost, expenses, or loss, whether in contract, statute, tort (including without limitation, negligence), or otherwise.

5.4 Fraud, Misconduct, or Misrepresentation

Notwithstanding this Agreement, if ISO, acting reasonably, is of the opinion that there has been fraud, misconduct, or misrepresentation on the part of the Applicant, including misrepresentation of Indigenous identity, then ISO will have the right to terminate this Agreement, effectively immediately, and all of the Contribution advanced to the Applicant by ISO will be immediately repayable by the Applicant to the ISO.

5.5 Waiver of Rights

Any waiver of a right to take action under this Agreement will be in writing and does not affect a right to take action on a future occasion.

DRAFT

5.6 Headings

The headings in this Agreement do not in any way define, limit or extend the provisions of this Agreement.

5.7 Governing Laws

This Agreement will be governed by and construed in accordance with the laws of Ontario and Canada.

5.8 Termination

Either ISO or the Applicant may terminate this Agreement within fifteen (15) days' notice to the other party. If this Agreement is terminated, the Applicant will refund any unexpended Contribution payments.

5.9 Notices

All notices, including requests or other communications from one party to the other required under this Agreement, will be in writing, delivered in person or transmitted by email, and are dated as of the date of delivery for notices delivered in person or the date of transmittal for notices by email.

5.10 Assignment

The Applicant may not assign this Agreement or assign or delegate any of its rights, obligations or liabilities under this Agreement to any other party without the prior written consent of ISO. This Agreement will be binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

5.11 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.

5.12 Schedules

The following attached schedules, all of which are incorporated by reference, form integral parts of this Agreement:

5.13 Force Majeure

Neither party will be held responsible for any delay or failure to meet their obligations under this Agreement if the delay or failure is caused by events outside their reasonable control. These events may include, but are not limited to, natural disasters, war, strikes, or government orders.

The affected party will notify the other party as soon as possible and will make reasonable efforts to minimize the delay or failure.

If a Force Majeure event continues for more than 90 days, either party may terminate this Agreement by giving written notice to the other party. In the event of such termination, the Applicant will be entitled to keep the portion of the Contribution already paid to it, however the Applicant will not be entitled to further payments. Any portion of the Contribution that has not been paid to the Applicant, will remain with the ISO.

DRAFT

Schedule A: Application (Project Description / Proposal)

The parties indicate their acceptance of the terms and conditions of this Agreement by execution of their authorized signatories:

INDIGENOUS SCREEN OFFICE

Signature:

Name: Kristy Assu

Title: Director of Funding Programs

Date:

RECIPIENT INDIVIDUAL OR COMPANY NAME

Signature:

Name:

Title:

Date:

DRAFT

SCHEDULE "A"
APPLICATION / PROJECT DESCRIPTION / PROPOSAL

From Applicant:

DRAFT