

videocan: Archive Policies & Terms of Use

0.0 Overview

0.1 This Document

This document is a working document and represents the edit from **December 14, 2020**.

This document contains the following sections:

1. Context & Philosophy
2. Video Contribution Policy
3. General Website Use
4. Catalogue Use
5. videocommentary Policy

0.2 QUESTIONS

Questions concerning this document can be directed to videocan.archivist@gmail.com. We welcome all inquiries and are open to considering amendments to our policy at any time.

1.0 CONTEXT & PHILOSOPHY

1.1 Why we collect and share videos of performance

videocan dreams of a world where artists across the land that is now called Canada can see the works of their peers and be **inspired by new ideas and new forms regardless of where they practice**.

In today's landscape of performance curation, we recognize that video plays an increasingly important role. And though video documentation does not fully represent nor replace the experience of a live performance piece, we think **video can** still do a lot [see what we did there?]. We have decided to embrace video documentation as one of the most powerful tools for educating artists about what is actually being made today.

Entirely artist-driven and always free to access, our mission is to gather **full-length archival video of contemporary performances from across Canada** on a single private Vimeo account and **create a catalogue** that can be explored by professional artists and art students wherever they practice or study.

We exist:

1. to preserve the history of theatre, dance, and live performance made in so-called Canada and do so in a way that is accessible to artists.
2. to show that video can help us increase the visibility of different bodies, different forms, and different ideas.
3. to help performance makers and students develop and maintain a rigorous practice and artistic dialogue, even when there is not enough performance happening in their region to do so.
4. to remind you that nobody has the time or income to see every work in their own city, let alone across the country.
5. to breathe new life into video documentation that often stays hidden and 'unused' once works have lived their full life, despite being culturally expected of 21st century artists. (We think that is too bad—not just because these works are often funded by public dollars—and that much more learning could be had by letting others continue to revisit and reflect on these works.)
6. to foster a deeper understanding of contemporary Canadian performance.
7. to shift the prejudices against the dissemination of video and shift the contexts in which performance discourse takes place.
8. to encourage artists to include in their future contracts clauses that permit the use and dissemination of video documentation for educational and non-commercial contexts.

1.2 CANADA

How are we to name the thing that brings artists in so-called Canada together?

Within the context of this project, videocan uses the term “Canada”. We do so by using it to broadly refer to the geographic landscape represented by so-called Canada on a map, a geographical space where artists are working, to which they are responding, and, in our opinion, where they are lacking a platform to see their work alongside their peers.

Nevertheless, we recognize the problematic nature of using the word “Canada” for defining the scope of this archive and project, for we know that in Canada there are:

1. artists who do not recognize the legitimacy of the state of Canada and stand in resistance against the state and its identities for their violent, colonial histories of genocide, land theft, anti-Black racism, capitalism, brutality, heteropatriarchy and other forms of oppressive control;
2. artists who consider the state of Canada legitimate but actively refuse to accept or be erased by the identity of ‘Canadian’;
3. artists who both see the state as legitimate and embrace the identity of ‘Canadian’ as something suitable, if not meaningful, to the understanding of their work.

If you do not identify as a “Canadian artist”, but rather actively refuse that identity for some of the reasons above, know that this archive is still for you. We believe in the peerhood of artists that share this geography and context and are continually working out language that more clearly speaks to the complexities associated with the borders forcibly placed on this land and the identities this land supports.

2.0 VIDEO CONTRIBUTION POLICY

2.1 Whose videos we collect

videocan collects documentation videos contributed by artists who

- want their work to be included in the archive
- want their work to be shared with peers, collaborators, colleagues, and students
- want to place their work in dialogue with the works of other performance makers in work in the context of Canada.
- want to contribute to the preservation of performance history made in Canada
- are over 18

2.2 Which videos will be selected for the archive

2.21 Criteria & Curation

All videos that meet the following requirements will be included:

- Videos must be complete live performance events (**in the tradition of theatre, dance, live art, and performance art**), by which we mean videos that contain the beginning, middle, and end of a performance.
- Videos must be—barring the problematic use of the term (see Sec 1.2)—‘Canadian’, by which we mean projects led by artists or projects that developed in the geographic space called Canada and/or engage with the performance traditions of that space in a meaningful way.
- Videos must be submitted in either a MP4, MOV, WMV, AVI, and FLV format.

2.22 Constraints

As of its launch, **videocan** does not anticipate the archive exceeding the 7TB limit of its Vimeo account. However, in the event that this happens, **videocan** will consider options for expansion, such as a second Vimeo account.

In the case of submissions to the catalogue that do not align directly with the 2.21 Criteria, members of the **videocan** team will consider them and communicate with the submitting artists directly.

2.23 Videos which will not be collected

videocan only rejects videos that are not complete works (such as excerpts, clips, or video that does not contain the beginning, middle, and end of the performance) and that do not meet the 2.21 Criteria. This policy is in place to ensure that viewers can get a fuller understanding of each of the works in the archive and to avoid the archive being simply clip-based.

2.3 Where the videos are stored

2.31 Hard drives and Vimeo

All videos selected for inclusion in the archive will be stored in two forms:

1. Backed-up on two external 4TB hard drives with password protection. These files will be strictly private and kept in the possession of the **videocan** team.

2. Uploaded to the **videocan** Vimeo account. These videos will each receive their own URL address and be password protected.

2.32 Why Vimeo?

As most artists today already use Vimeo to store their archival documentation, we have chosen to use Vimeo as our interface.

Additional benefits of this choice include:

- reducing costs of building our own viewing platform
- familiar interface for users
- reliable tech support

2.4 Privacy

2.41 Vimeo's Privacy Policy

By using Vimeo as its platform, **videocan** adopts Vimeo's privacy policy as a base. To read this policy and learn how Vimeo protects its user accounts, please visit: <https://vimeo.com/privacy>

At this time, if in your own practice you do not feel comfortable storing your archival materials on Vimeo then you should not submit to **videocan**.

2.42 Video settings

Each video uploaded to the **videocan** Vimeo account will be:

- password protected with passwords the artists choose
- unable to be embedded within other webpages
- unable to receive comments
- unable to be downloaded

2.43 Dissemination

videocan will not disseminate or share the videos of your work in any other way than uploading the video to our Vimeo account and making the URL and password available on our catalogue.

See Section 5 on the exception to this for when videos are commissioned for videocommentary episodes.

2.44 Sensitive Materials

Due to the sensitivity of some images in the digital age (such as nudity or sex acts), we recognize that some artists would prefer that viewers request passwords directly from the artist in order to monitor who is viewing their work.

If an artist chooses this option, a contact email will be listed in the catalogue in the place of a password. By choosing this option, the submitting artist recognizes that it is their responsibility to respond to interested viewers. Artists may use their own discretion for who can view their video. If artists who have listed this option are not responsive to those inquiring for the password after an unreasonable duration, videocan will follow up with the artist to inquire if they still want their work included in the catalogue.

2.45 What videocan cannot control

videocan is not able to control the following actions by users and by submitting the video to the archive you understand the following is possible:

- viewers taking screenshots of your video
- viewers sharing the link and password to the video

2.451 Countermeasures to 2.45

In an effort to minimize viewer activities beyond our control, **videocan** takes the following measures:

- keeping the catalogue behind a notice page detailing the Catalogue use
- Requiring visitors to input their emails in order to access the Catalogue
- changing the video password at the request of an artist at any time
- providing the following disclaimer in each video's description:

****THIS VIDEO HAS BEEN CONTRIBUTED TO VIDEOCAN FOR EDUCATIONAL PURPOSES ONLY.
COPYRIGHT BELONGS TO THE ARTISTS****

2.5 What data videocan collects from its visitors

In order to enter the **Catalogue**, visitors need to put in their **email** and agree to these Terms of Use.

videocan keeps a record of all emails signing in to view the catalogue and will occasionally send notices of any major changes to the **videocan** project to these emails.

3.0 GENERAL WEBSITE USE

3.1 Preamble

This section (Section 3) of the Archive Policy & Terms of Use pertains to the general usage of the videocan website ("Website").

These Terms of Use ("Terms"), together with any documents expressly incorporated by reference, govern your access to and use of the Website, together with all other subdomains thereof, and all products, information, and services provided through the Website (the "Services").

You may only use the Services in accordance with these Terms, any additional terms as may be separately applicable to the Website, and any other policy applicable to you. You may not use the Services for any purpose that is unlawful, prohibited by these Terms, or any applicable additional terms), contrary to any other conditions or notices that are made available on the Website.

Human-readable summary of Sec 3.1: These terms create a contract between you and videocan. The contract governs your use of this website operated by videocan. These human-readable summaries of each section are not part of the contract and are not legally binding, but are intended to help you understand its terms.

3.2 Content Available through the Services of videocan, except for those of the Catalogue

You agree that you are solely responsible for your reuse of Content made available through the Website, including providing proper attribution. Proper citation of videocan is required for any reproduction of the Content made available through the Website..

Human-readable summary of Sec 3.2: You are responsible for your use of the research content we have created and we expect you to cite us.

3.3 Prohibited Conduct

You agree not to engage in any of the following activities:

3.31 Violating laws and rights:

You may not (a) use any Service for any illegal purpose or in violation of any local, provincial, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

3.32 Solicitation:

You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

3.33 Disruption:

You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.

3.34 Harming others:

You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act.

You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.

3.35 Impersonation or unauthorized access:

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services.

You may not use or attempt to use another's personal information without authorization.

You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

Human-readable summary of Sec 3.3: Play nice. Be yourself. Don't break the law or be disruptive.

3.4 DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VIDEOCAN OFFERS THE SERVICES (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICES) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. VIDEOCAN DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY VIDEOCAN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VIDEOCAN DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

Human-readable summary of Sec 3.4: videocan does not make any guarantees about anything that the site purports to be, nor its services functioning as you'd like them to, or content being available on the site—ever.

3.5 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VIDEOCAN BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF VIDEOCAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VIDEOCAN IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Human-readable summary of Sec 3.5: Didn't you read 3.4 (the disclaimer)? It's never legally our fault. videocan is not responsible for the content on the site, your use of our services, or for the conduct of others on our site.

3.6. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless videocan, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your use of any of the Services, and/or (c) the Content you make available on any of the Services.

Human-readable summary of Sec 3.6: If something happens because you violate these terms, because of your use of the services, you agree to repay videocan for the damage it causes.

3.7 Termination

By videocan: videocan may modify, suspend, or terminate the operation of, or access to, all or any portion of the Services at any time for any reason. Additionally, your individual access to, and use of, the Services may be terminated by videocan at any time and for any reason.

By you: If you wish to terminate this agreement, you may immediately stop accessing or using the Services at any time.

Automatic upon breach: Your right to access and use the Services automatically upon your breach of any of the Terms.

Survival: The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

Human-readable summary of Sec 3.7: If you violate these terms, you may no longer use videocan.ca. We can also block you for other reasons too.

4.0 CATALOGUE USE

4.1 Catalogue Use Preamble

This section (Section 4) of the Archive Policy & Terms of Use pertains specifically to the usage of the videocan Catalogue (hereafter, “Catalogue”).

These Terms of Use (“Catalogue Terms”), together with any documents expressly incorporated by reference, govern your access to and use of the Catalogue, together with all other subdomains thereof, and all products, information, and services provided through the videocan Catalogue (the “Catalogue Services”).

Summaries of the Terms in this section are made visible for all Catalogue visitors at:

<https://videocan.ca/catalogue-terms-of-use>

4.2 Catalogue Contract

These Catalogue Terms inherit all clauses from Section 3 (General Website Use). If stated, these Catalogue Terms replace the corresponding clause of Section 3.

You may only use the Catalogue Services in accordance with these Catalogue Terms. You may not use the Catalogue for any purpose that is unlawful, prohibited by these Catalogue Terms, or any applicable additional terms (See Section 4 for General Website Terms), contrary to any other conditions or notices that are made available on the videocan website.

Human-readable summary: 4.2 These terms create a contract between you and videocan. The contract governs your use of the videocan catalogue.

4.3 Your Agreement to the Terms

BY CLICKING “ENTER CATALOGUE” OR OTHERWISE ACCESSING OR VIEWING ANY OF THE VIDEOS IN THE CATALOGUE (“Catalogue Services”), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE CATALOGUE TERMS. By clicking “ENTER CATALOGUE” or otherwise accessing or using any Catalogue Services you also represent that you have the legal authority to accept the Catalogue Terms on behalf of yourself and any party you represent in connection with your use of any Catalogue Services. If you do not agree to the Catalogue Terms, you are not authorized to use any Catalogue Services. If you are an individual who is entering into these Catalogue Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by these Catalogue Terms, with the terms “you,” and “your” applying to you, that entity, and other users accessing the Catalogue Services on behalf of that entity.

Human-readable summary of Sec 4.3: Only use our Catalogue and its services if you agree to these terms.

4.4 Changes to the Catalogue Terms

From time to time, videocan may change, remove, or add to the Catalogue Terms, and reserves the right to do so at its discretion. In that case, we will post an updated Archive Policy & Terms of Use and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the videocan website and notify those who have contributed to the videocan catalogue. All new and/or revised Catalogue Terms take effect immediately and apply to your use of the Catalogue Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of any Catalogue Services after new and/or revised Catalogue Terms are effective indicates that you have read, understood, and agreed to those Terms.

Human-readable summary of Sec 4.4: These terms may change. When the changes are important, we will put a notice on the website. If you continue to use the Catalogue after the changes are made, you agree to the changes.

4.5 Content Available through the Services of Catalogue

All material accessible through the Catalogue Services remain the sole property of the artists identified with the material within the Catalogue. This applies in all cases except for the videocommentary episodes (see Section 5) which are the joint property of videocan, the artists identified, and any other third-party co-producers therelisted.

Human-readable summary of Sec 4.5: Please don't steal stuff. The material in the catalogue is for strictly non-commercial activities, including educational and peer-to-peer reference. It cannot be broadcast publicly for monetary gain, downloaded, or screen captured.

4.6 Copyright Complaints

As videocan makes no claim to the material and content contained within the Catalogue, if something is found to be infringing upon someone else's content, we will remove the material from the website and contact all involved parties in order to resolve the dispute.

Human-readable summary of Sec 4.7: Please let us know if you find infringing content within the Catalogue. We don't want anything in the catalogue that infringes upon artists' rights.

5.0 VIDEOCOMMENTARY POLICY

5.1 Ownership

videocommentary episodes are commissioned and produced by videocan. The videos are the shared property of videocan and the artists involved in the commentary recording. In the event that a co-producing company or organization is involved, ownership will be recognized as equally shared between all participating parties.

There will be no assumption made by videocan that ownership of the videocommentary transfers or links to the ownership of the artistic work (ie video documentation).

5.2 Storage

Episodes of videocommentary are produced to be stored in the catalogue alongside the original version of the performance documentation that is the subject of the episode.

5.21 Privacy

The videocommentaries are not password protected as videocan is a creative and producing partner, but they are hidden from public view on Vimeo.

5.3 Dissemination

Episodes of videocommentary may be shared by the respective owners of the episode as they see fit, barring all forms of dissemination that directly produce profit in a commercial context and contradict the philosophy of the videocan project. Workshops, schools, universities, and all other teaching contexts have permission to access and screen episodes of videocommentary.

Thanks for reading!