



02 Protecting cultural knowledge

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What to expect

Cultural knowledge is valuable and should be protected.

Before sharing your cultural knowledge, it is important to agree what can be shared, who it can be shared with, what it will be used for, and how it will be protected.

If your family, Community or organisation has given you permission to share knowledge with an outside group — like a researcher, government, or business — you should consider whether it would be appropriate to have a written agreement in place. You might consider obtaining Legal advice about this.

A good agreement helps protect your rights and makes sure your knowledge is protected.

Use this checklist as a tool to see if your cultural knowledge and rights (ICIP) are being respected.

1. Confirming what you will share

- Have we been given the opportunity to consent to have our information recorded and what is the evidence?
- Have we seen a copy of the information after we have shared it and do we still agree to share it?
- Have we been given the opportunity to determine where our information will be used?
- Will the information we have provide be in a publication, used by third parties, kept on file?
- Have we been asked if we would like to be acknowledged or attributed in any publication?
- Have we agreed what other information we are willing to share?
- Have we agreed who we are sharing this information with?
- Will our Community benefit from sharing this information?
- Are we confident how our cultural knowledge will be used?
- Are we clear on how our cultural knowledge can not be used?

2. Having the right protection in place

- Has our cultural knowledge been acknowledged as Indigenous Cultural and Intellectual Property (ICIP)?
- Will our data be de-identified? What is the evidence?
- Will we still own the knowledge we are going to share?
- Will we be able to check the project plan to make sure our rights are respected?
- Will we be able to withdraw our permission if the agreement is broken?

3. Keeping a record

- Do we have an agreement that confirms these details?
- Do we have a record of what information we shared?
- Do we have a record of who we shared it with and when?

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A formally written agreement setting out each groups' responsibility is recommended.

Subject to alternative agreements/arrangements on a case-by-case basis, example clauses might include:

- The Traditional Owners retain ownership of all cultural knowledge (ICIP) shared during the project and have the right to withdraw permission or use of ICIP if the Project Partner does not act in accordance with cultural protocols and directions set out by the Community in this agreement.
- The Project Partner acknowledges that ICIP may be incorporated in the Project and agrees that ownership of any ICIP rights will remain with the Traditional Owners or custodians and agrees to act in accordance with any cultural protocols and directions of the Community.