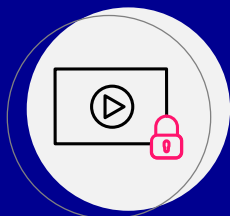


WHITEPAPER

Usage and licensing of stock library content



In this day and age, communications departments of many companies are facing significant budgeting pressure. A successful video often requires engaging visuals and high-quality music to achieve the desired effect. However, the available budget usually limits creative options.

Stock Media Assets – individual videos from pre-produced content

This is why, in recent years, a wide range of providers has emerged that offer visual and audio content, pre-produced by freelance media creators. Commonly used stock libraries offer photos, film footage, illustrations, animations, music tracks and sound effects on a wide range of topics and content, to be downloaded and used for a fee.

mmpro – your partner for creating videos with stock libraries

mmpro can provide you with everything related to stock media assets, from the concept and selection of clips, illustrations, music and effects and their professional and appealing integration into your videos to admin tasks involving licensing costs and usage rights.

STOCK MATERIAL LICENSING

Providers and licensing models

When it comes to stock material, we usually distinguish between two categories of providers: high-quality video and audio file providers (such as Getty and filmsupply) and less expensive stock libraries (such as Adobe Stock, Shutterstock, pond5), which often offer a flat rate to agencies and film productions.

On top of that, there are different licensing models and usage terms. In the case of high-quality materials, details of intended use must be provided before the actual price is quoted while a usage framework is generally predefined for the flat-rate pricing option of the lower-cost providers.

What does “sensitive use” mean?

Some providers have defined a “sensitive use” category for stock footage. This term relates to productions in the areas of election campaigns, violence prevention, and also often medical topics. These types of content require a rather elaborate approval process and licensing negotiations. We are happy to take care of these matters for you.



NB:

Usage rights for stock material are never exclusive, which means that your competitors or projects and institutions working on similar topics may use the same content. The only way to prevent this is by commissioning your own production/composition, film or video!

USAGE, USAGE DURATION AND SUBSEQUENT LICENSING

Almost all of the major low-cost providers (Shutterstock, Adobe Stock, pond5, etc.) do not place restrictions on the usage duration or geographic and channel distribution. In other words, once licensed, the material can be used without further issues.

For higher-quality materials, the usage duration and possible use for certain countries and channels depends on the parameters negotiated with the stock provider (for example, for 2 years, worldwide, for an event, a website, or online communications). As a rule, the license only encompasses the specific need at the time; subsequent licensing is always possible. It is often an unnecessarily expensive decision to negotiate licensing for an unlimited period of time and without geographic limitations up front.

In content searches, you may come across stock material labeled as “licensing for editorial use only”. However, there are always gray areas and a number of options to pursue, so we are always happy to advise you and resolve the matter on your behalf.



NB:

Our pre-release versions exclusively contain layout material offered by the providers (lower quality, sometimes still with watermark, including audio files). The actual material is only licensed for a fee after final approval.

DOCUMENTATION

We record every licensed stock assets that you use which guarantees that action can be taken quickly and easily in the event of any necessary subsequent licensing or in the unlikely event of a dispute.

LICENSEE AND SUBLICENSING

When it comes to licensing stock footage and sound clips, the question often arises: Who is actually the licensee? Or rather, who should the licensee be? The answer in fact is quite clear: ideally it should be the client. Why? A license, i.e. a contract granting usage rights, is legally bound to parties: one party who enters into this contract with another party who can grant these usage rights – whether that is the creator or an organization which has in turn been commissioned to grant these usage rights to others on behalf of the creator, most commonly a stock provider.

Effectively, if the client is the one receiving the license for the material, they will not only be able to use it directly, but will also be able make it available to various service providers and contractors involved in any projects of the client (agencies, exhibition stand builders, printers, etc.).

If a service provider receives a license on behalf of a client and then makes the material available to other service providers, this may be an infringement of contract conditions as almost all stock providers prohibit this type of sublicensing in their terms and conditions.

For this reason, some service providers offer licensing on behalf of the client. In other words, the service provider takes care of everything, but the client is listed as the licensee in the contract. Some stock providers have also recently introduced dual licensing. Please contact us for advise on the best course of action!

THE HOT TOPIC: EDITING RIGHTS

Usage rights for most stock assets include extensive editing rights. Restrictions may apply only to:

- materials intended solely for editorial use
- historical photographs and images
- illustrations from the arts/culture sector
- when used in the context of CI/CD elements (logos, logo animations, etc.)



NB:

When we exclusively create content (shooting and filming) for you, we transfer the usage rights to you, without length of time or geographical restrictions. This already forms part of all our offers and does not need to be negotiated.

USAGE RIGHTS FOR VOICE-OVER

Many high-quality video projects require the distinctive voices of off-screen speakers to add the finishing touch. An agreement with the voice-over artist for use of these film elements must also be negotiated. Most commonly, the planned use (time/area/channels) is agreed upon with the voice artist in advance of the voice recording and a price is negotiated. In the case of (later) use beyond what has been agreed, an additional fee must be renegotiated and paid, which may involve higher costs, e.g. if a formerly young talent has since “made it big”. In this case, decisions must be made on a case-by-case basis and the voice-over redone by a different speaker if necessary.

