

Acquired Footage and Animation

Each piece of acquired footage must be cleared, licenses obtained and records kept unless an excerpt is being used under the Fair Use Doctrine (see the *Fair Use Doctrine* section). It is important to recognize that the copyright holder is not necessarily the organization that provides you with the footage. You must obtain a release or agreement from the person who can warrant that they are the copyright holder. This can be tricky since footage may include many copyrighted works such as compositions, sound recordings and visual works. Different people may own each piece of work within the footage. There may also be guild agreements (such as the Directors Guild or the Screen Actors Guild) requiring that people who appeared in or worked on the footage in question should be paid. Most people licensing footage will have a clause in their agreement stating that you (the producer buying or licensing the footage) are liable for any applicable payments to musicians, composers, people appearing in the clips, or other guild or union agreements. For example, you will need to check whether the licensee of that footage has secured personal releases from persons appearing in the footage. A sample *Standard Materials Release* agreement is included Chapter 6: *Sample Forms*.

The rights you acquire for footage must be consistent with the rights agreed to in your ITVS Production License Agreement. You may wish to negotiate step-up fees or royalties for other uses as well. There is no public broadcasting compulsory license mechanism or standardized voluntary rate agreement for acquired footage. All uses must be negotiated and cleared on an individual basis.

Some copyright holders simply do not license their footage. For example, an ITVS producer wanted to use a brief, 10-second clip in a socially worthy documentary from the estate of Charlie Chaplin. Even though the estate representatives were sympathetic to the cause, the clip could not be licensed at any price (and it was clearly not a fair use). Check on availability before you deem something essential to your program.

Non-Dramatic Literary Rights

Non-dramatic literary rights involve the license to read, recite, display or show non-dramatic literary works — such as reading passages from books, stories, poems or magazines. They do not cover the reading or performance of plays or the dramatization of works. Please note that some uses may be exempt from clearance requirements if the work is in the public domain or is considered fair use. Please see the section on the *Fair Use Doctrine*.

Non- Dramatic Literary Rights - Non-Profit Producers

While there is no compulsory or “automatic” license for the use of non-dramatic literary work, PBS, the American Association of Publishers (AAP), and the Author’s League of America have an agreement that provides for a standard license form and a recommended fee schedule. In addition, the AAP has an expediting office specifically for public broadcasting use. While you are not required to use the form or the fee schedule, it can serve as a starting point in a conversation with a copyright holder.

If you are a non-profit producer using non-dramatic literary work, you can obtain licensing forms and instructions from the ITVS production department.

Acquired Footage and Animation Cue Sheets

This is a log of all acquired footage according to its appearance in the final program. If you have not used any acquired footage, note it on the cue sheet and submit it.

Please see the sample *Acquired Footage Cue Sheet* on the following page. Refer to side two for instructions. If you have any questions please call the ITVS production department.

Attach (in the same order as listed) copies of agreements, licenses and proof of payment. Please number each piece of documentation so that it corresponds to the number you assigned on the cue sheet. If there is no agreement or license (i.e. if you are making a fair use claim), give an explanation in the space provided in the last column.