



RIGHTS MANAGEMENT & ASSET OPTIMISATION

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WHAT WE DO

With 200+ experts in 28 countries, APR partners with global brands, their agencies, and production partners in the execution of brand **content and experiences**. We see ourselves as **Content Creation Optimisation Specialists** that act as Production Consultants as part of a much wider offering.

Content Strategy

Strategy, Analysis, Design

Content Creation Strategy

Creative Eco-System & Agency Production Model Assessment

Production Hygiene Exam & AdPro Scorecard®

Data Strategy, Baseline & Benchmarks

Creative Operations

Infrastructure Set-Up & Management

Conductor of Production Operations

Assign & Coordinate Business Affairs

Supplier Pitches, Selection & Management

Workflow, Tools & DAM Optimization

Production Projects

Project Advisory

Subject Matter Expertise


Production Integration Across Channels/Platforms

Coordination of Agency & Production Partners

Bid Management

Data Collection/Insights/ Reporting

 **Data & Analytics** Project/Cost Tracking • Analytics • AdPro Scorecard® • KPIs • AdPro™ • The APR Index® • Benchmarks

 **Training & Thought Leadership** Global Campus • Marketer Coaching • Agency Training • Webinars

 **R&D Team** Initiative Facilitation • Industry Research • Vendor Vetting & Research • Practice Area/Specialist White Papers

Thought Leadership & Training



APR's **'Global Campus'** provides training and education to ensure marketers are on the cutting edge of content development & new technologies impacting the production landscape.



2019 GLOBAL CAMPUS WEBINAR SCHEDULE:

2019 Annual Production Trends | **JANUARY 22, 2019**

APR/WFA 2019 Annual Production Trends | **MARCH 2019**

In-House Production Studios | **MAY 2019**

Experiential | **SEPTEMBER 2019**

APR/WFA: Rights Management | **OCTOBER 26, 2019**

2020 Annual Production Trends | **DECEMBER 2019**



2019 Marketing Production Trends

APR global Subject Matter Experts have identified the top advertising production trends in the industry that will affect the way content is produced this year across video, photography, digital, & experiential productions.

1. Asset Planning

Modern marketers view production as a strategic function. Establishing parameters for production with the role of content in the marketing plan ensures the right production approach and partner is assigned to the work. Asset planning requires **coordination, organization** and a robust **content production strategy**.

2. Fresh Perspective on Production Operations

Centralization of Production Operations is necessary to manage many disparate agencies and the decoupling of projects, including usage rights, archiving assets, ad distribution, production insurance, vendor management, legal oversight, etc.

3. Automated Production

Advances in technology, the introduction of **agile methodology** and a move towards re-coupling of creative and media are converging to change the way content production is planned, deliverables defined and assets produced. AI is poised to play an increasing role in this evolution; allowing for a greater degree of **automated production to achieve customization**.

4. Keeping it Real

Authenticity in ads means new production challenges. Because brands are adopting more docu-style production, integration of user-generated content, social influencer marketing & cause marketing, the production process needs to evolve & introduce more **rigor and transparency** with publishers & media partners. Also needed is a way to **manage many influencers** consistently across multiple geographies with efficiency & efficacy.

5. An Overwhelming Experience

Due to the proliferation of brand events and their creative complexity, such as the use of ever-expanding technology options (beacons, AR, & VR, etc.), we are seeing more focus during the **pre-production & planning phases** to fully realize the value of the production & the attendee experience.

6. Did you hear? *Audio is more important than ever*

The growing popularity of audio content – from podcasts to voice-activated technology – is the subject of increased focus by marketers who are getting more organized around centralizing the audio strategy, including creating a 'sonic ID,' **allow for consistent consumer experience across platforms & borders**.

7. Region Spotlight: iLatin America!

Economic factors have contributed to marketers producing all types of video in countries such as **Brazil** and **Argentina**. **Mexico** and **Colombia** are exhibiting strong growth in content production, and **Chile** is one of the best options to recreate "US-looking" productions.

8. The Challenge of Change

Brands want a new approach to content production, with some agencies rising to the challenge with fresh thinking, along with production suppliers who are taking the opportunity to move upstream into creative, and downstream into media. **Change management & training** are needed to support a modern production model successfully.

9. Buckle Up on the Ecommerce Highway

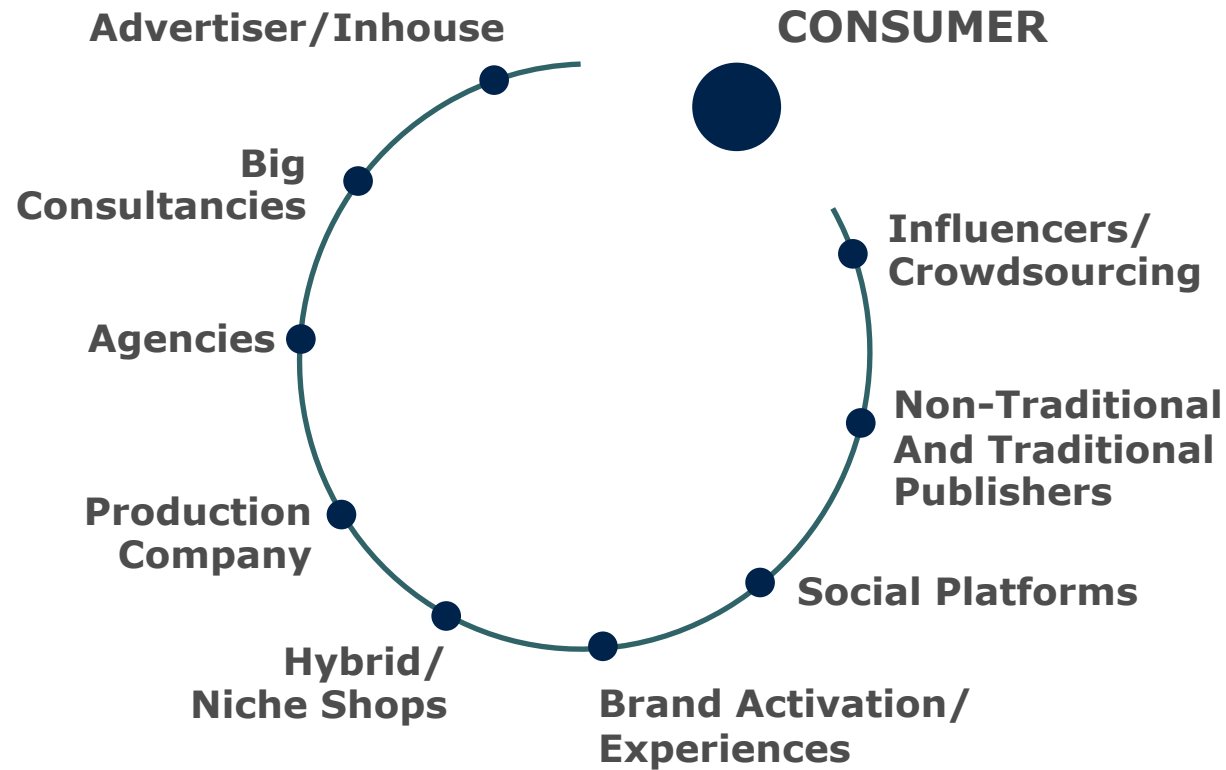
Online retail requires quicker time to market and scalability to support the increase in retail SKUs, so content providers are challenged to develop a production solution capable of **mass producing** both still & motion at a low per-asset price point that differs from traditional production models.

10. Blurring the Lines

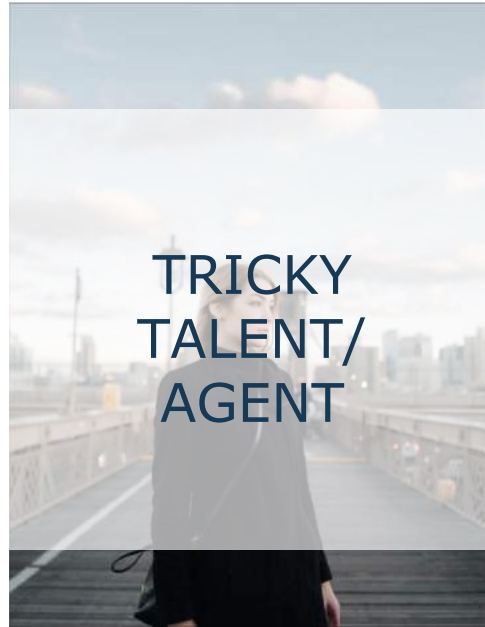
Due to the need to be more efficient in how we produce, we see a trend of producing and repurposing assets across the proverbial line; **sharing assets above and below the line**. And cheaper creative, like Digital-Out-Of-Home, line art and illustrations, are on the upswing.



STATE OF THE INDUSTRY



EXAMPLES OF EXPIRED USAGE RIGHTS ISSUES

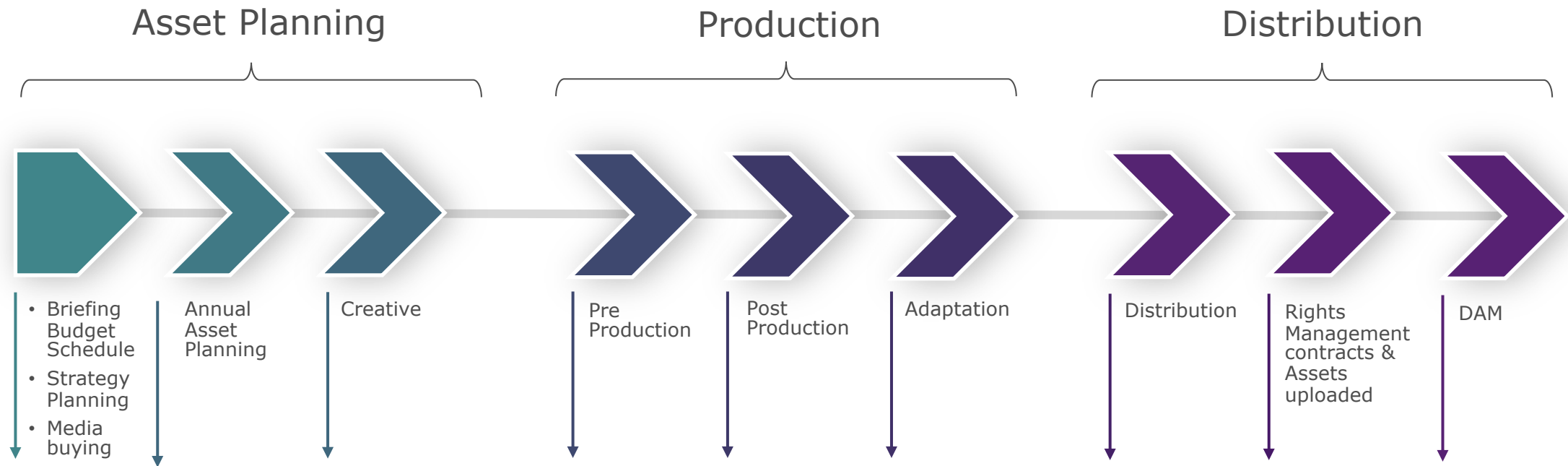


POLL

Have you ever experienced any kind of financial or legal **CLAIM** connected to a usage rights breach throughout your overall career in marketing?

- a. Yes
- b. No
- c. I don't know

WHERE USAGE FITS INTO THE CONTENT CREATION PROCESS



- Territories/Markets/Options
- Media channels/Reach
- Length of time

- Talent
- Music / audio
- Digital / Stills / Motion

- Contracts centrally uploaded
- Expiry dates put in place
- Asset owner responsible for

POLL

Is asset planning considered when briefing the creative and/or media agencies?

- a. Always
- b. Sometimes
- c. Never

USAGE TERMS

Usage rights are based on:

- 1) The content/materials/assets** (one / multiple assets, extra content, idents, cutdowns, versions, whole campaign)
- 1) Duration/term** (2 months, 1 year, 12 months over 18 months etc)
- 1) Territory** (UK, Europe, Worldwide, or regional eg Scotland)
- 1) Media/channel** (TV broadcast, online, print, cinema, radio, events, sponsorship, etc)
- 1) Exclusivity**
- 1) Corporate Use** (PR, editorial, internal comms, education, training, showreels, awards)

RIGHTS COMMONLY USED IN ADVERTISING CONTENT

An advertising campaign may include a combination of the following rights:



MOVING FOOTAGE

- Video
- Animation
- CGI / VFX
(Consumer-Generated Imaging/
Visual Effects)
- Stock Footage
- User-Generated
Content



STILL IMAGERY

- Photography
- CGI Graphics
- Illustrations
- Stock Photography
- Typography
- Graphic Design
- User-Generated
Content



MUSIC

- Licensed music
- Original music
- Stock music
- Arrangements
- Parody
- Brand mnemonics



TALENT

- Featured
talent
- Union talent
- Celebrities
- Children
- Voiceovers
- Influencers
- Real-people



OTHER RIGHTS

- Film/TV clips
- Quotes /Poetry
- Branded props
- Building &
Structures
- Characters
- Dance
- Artwork/Graffiti
- Tattoos

WHAT ARE INTELLECTUAL PROPERTY RIGHTS?

IP falls into 4 main areas:

1. Copyright
2. Trademarks: ® / TM
 - European Union: Community Trade Mark (CTM)
3. Patents
4. Design Rights

ORIGINAL CONTENT: TYPICAL RIGHTS



DIRECTORS

- ▶ With most video productions shot with a UK or US director/production company with standard industry agreements the copyright will be assigned to the Agency/Client on payment of the fee.
- ▶ Ownership varies in other regions of the world, eg in France it is standard for Director to charge an additional usage fee and usage to be specific/limited.
- ▶ There are exceptions for re-use of animation in new content or in visual media.



PHOTOGRAPHERS/ ARTISTS

- ▶ The copyright in photography and artwork/illustration are typically retained by the photography or artist and usage will be limited and licence specific
- ▶ As such, usage fees are paid in addition to the production cost.
- ▶ Watch out: if a Photographer is hired to also deliver video content from a print shoot, it is likely the Photographer will retain copyright of the video content also.



DIGITAL/SOCIAL

- ▶ For most digital projects where code is being created (ie. websites, landing pages, applications etc.), ownership is determined in the Scope of Work (SOW).
- ▶ Clients can expect to have copyright of the content created but the underlying copyright in the coding/know-how will remain with the supplier.

STOCK LICENSING - IMAGES & VIDEO

Stock Libraries

- E.g. Getty and Shutterstock
- Businesses offering Royalty Free, Rights Managed and Editorial images / video

Community Libraries

- eg Unsplash
- Professional or amateur photographers, free to download and license, sometimes requesting credit.

Emoji Licensing

- E.g. JoyPixels
- Offer one-off or unlimited license to Agency/Advertiser for use in content

User Generated Content

- E.g. Influencers or Members of the public
- Watch-out that user generated content does not infringe third-party IP

TYPES OF TALENT

'Talent' covers a broad spectrum, including:

- ☐ Celebrities (and including estates of dead celebrities)
- ☐ Actors (featured, walk-on and background extra)
- ☐ Models
- ☐ Actors who are members of a union
- ☐ Actors who are governed by industry agreement
- ☐ Children
- ☐ Stunt Artists
- ☐ Voice-over artists
- ☐ Precision drivers
- ☐ Puppeteers
- ☐ Hand artists/body parts
- ☐ Influencers

ACTORS AND UNIONS

UNION

- Some countries such as USA, Canada, New Zealand have strong talent unions with fixed fees pre-determined and based on standard union contracts.
- Usage rights (and usage fees) must be based on pre-determined union terms and cannot be bespoke to the Client requirements.
- In USA it is now possible to shoot 'non-union' but only if the Agency and Client are not SAG-AFTRA signatories

NON-UNION

- Many countries including the UK and Europe do not have any union affiliations
- Often talent sourced from countries will have a 'typical' or 'standard day rate'
- However, usage rights can be bespoke and fees are negotiated or pre-set by Agency
- Still photography is not governed by unions in any global region

INDUSTRY STANDARD

- Some countries such South Africa do not have talent unions but have fixed industry standard rates with fixed fees pre-determined and based on standard contracts and usage applied as % of day fee depending on media and territory. However these are becoming more negotiable and offering "guaranteed fees" etc. can reduce usage costs.
- Can also apply to some voice-overs where usage fees are based on specific media exposure/ratings.

MUSIC LICENSING





THREE MUSIC CATEGORIES



Stock



Original

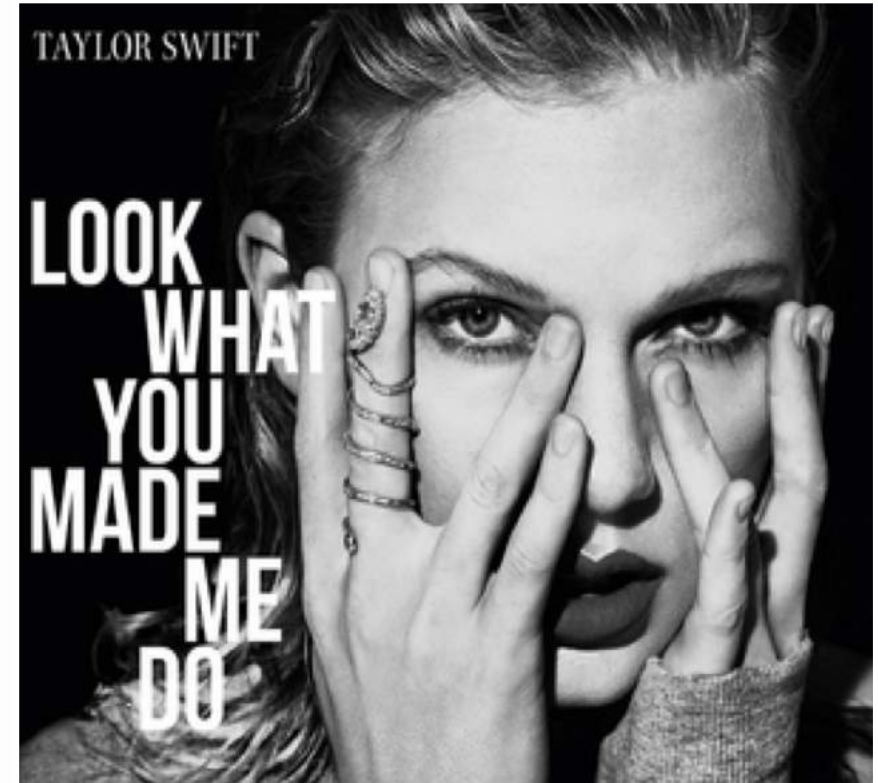


Licensed



	Stock	Original	Licensed
Status	Pre-cleared	Commissioned	Prior Approval
Cost	Low	Low to Mid	High
Risk	Low	Low to Mid	High
Difficulty to Buy	Low	Low to Mid	High
Speed to Buy	Fast	Moderate	Slow
AKA	Library / Needle Drop	Bespoke Score	Commercial Catalogue

CATEGORY OF GREATEST RISK



Licensed

The background of the slide is a grayscale collage. On the left side, there are several staves of musical notation with notes and rests. Some staves have the word "Ped." written above them. In the center, there is a semi-transparent white rectangular box containing the main title text. On the right side, there is a dense arrangement of various guitar amplifiers and speakers, with brand names like "Marshall", "Fender", "Gibson", and "VOX" visible on some of the units.

WHAT'S THE DIFFERENCE BETWEEN SONGS & RECORDINGS?



JARGON BUSTER

Publishing Rights:

The copyright in the Song – usually held by a music publisher or unpublished songwriter.

Master Rights:

The copyright in the Recording – usually held by a record label or unsigned recording artist.

SONG "Publishing Rights"

Look What You Made Me Do
Transcribed by Jorge Vidal Taylor Swift

Am $\text{♩} = 128$ *F* *E* *Am* *F* *E*

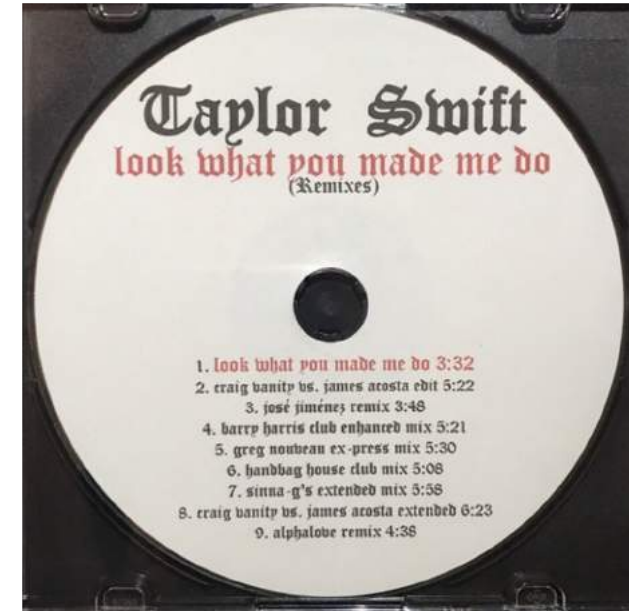
9 *Am*
I don't like your li-ttle games Don't like your til-ted stage The

14 *F* *E* *Am*
role you made me play Of the fool no I don't like you. I don't

18
like your per-fect crime How you laugh when you lie You said the gun was

23 *F* *E* *Am*
mine I-sn't cool, no I don't like you But I got smar-ter, I got

RECORDING "Master Rights"



TAYLOR SWIFT

LOOK
WHAT
YOU
MADE
ME
DO

ORIGINAL
ARTIST
RECORDING



©Copyright 2019, APR Co., All Rights Reserved

SONG
"Publishing Rights"



Jack Antonoff



37.5% Share



Taylor Swift



37.5% Share



Right Said Fred (as songwriters)



25% Share

RECORDING
"Master Rights"



USA Record Label



UNIVERSAL MUSIC
World ex. USA Record Label



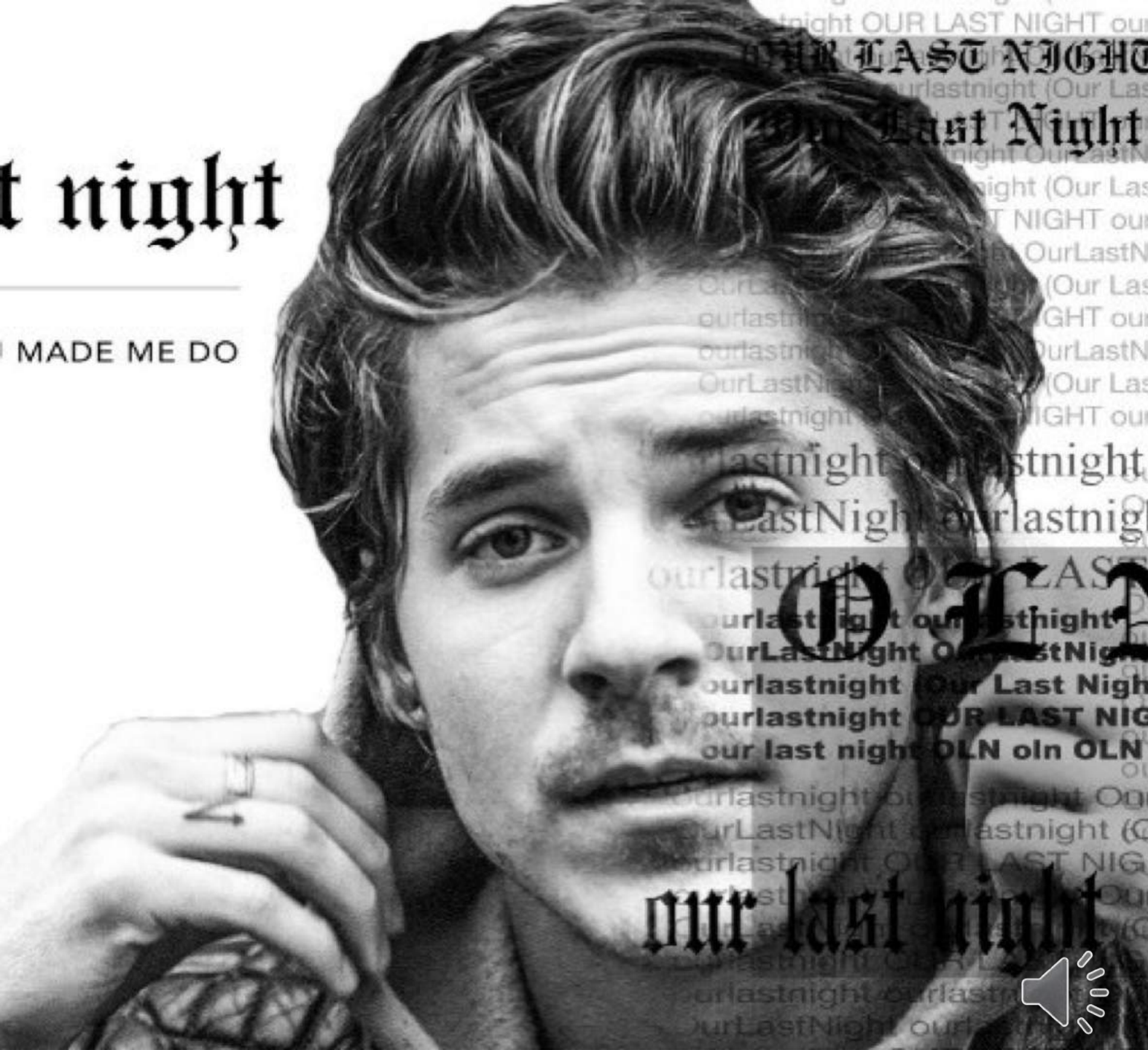
Taylor Swift



WHAT HAPPENS WITH COVERS?

t night

MADE ME DO



COVER
ARTIST
RECORDING



SONG
"Publishing Rights"

RECORDING
"Master Rights"



Jack Antonoff



37.5%
Share



Taylor Swift



37.5%
Share



Right Said
Fred (as
songwriters)



25% Share



Our Last
Night



WHICH RIGHTS DO BRANDS NEED TO LICENSE?

Synchronisation Right

“To dub music to moving images”

Copyright in Song
(Music & Lyrics)

“Publishing Rights”

Controlled by
Music Publisher
Or Unpublished Songwriter

**Copyright in
Sound Recording**

“Master Rights”

Controlled by
Record Label
Or Unsigned Artist

MARKET DIFFERENCES



"Sync" = Song
"Master" = Recording

Together, People Say:
"Sync & Master"



"Publishing Sync Rights" = Song
"Master Sync Rights" = Recording

Together, People Say:
"Sync Rights in Song & Recording"
"Publishing & Master Sync Rights"

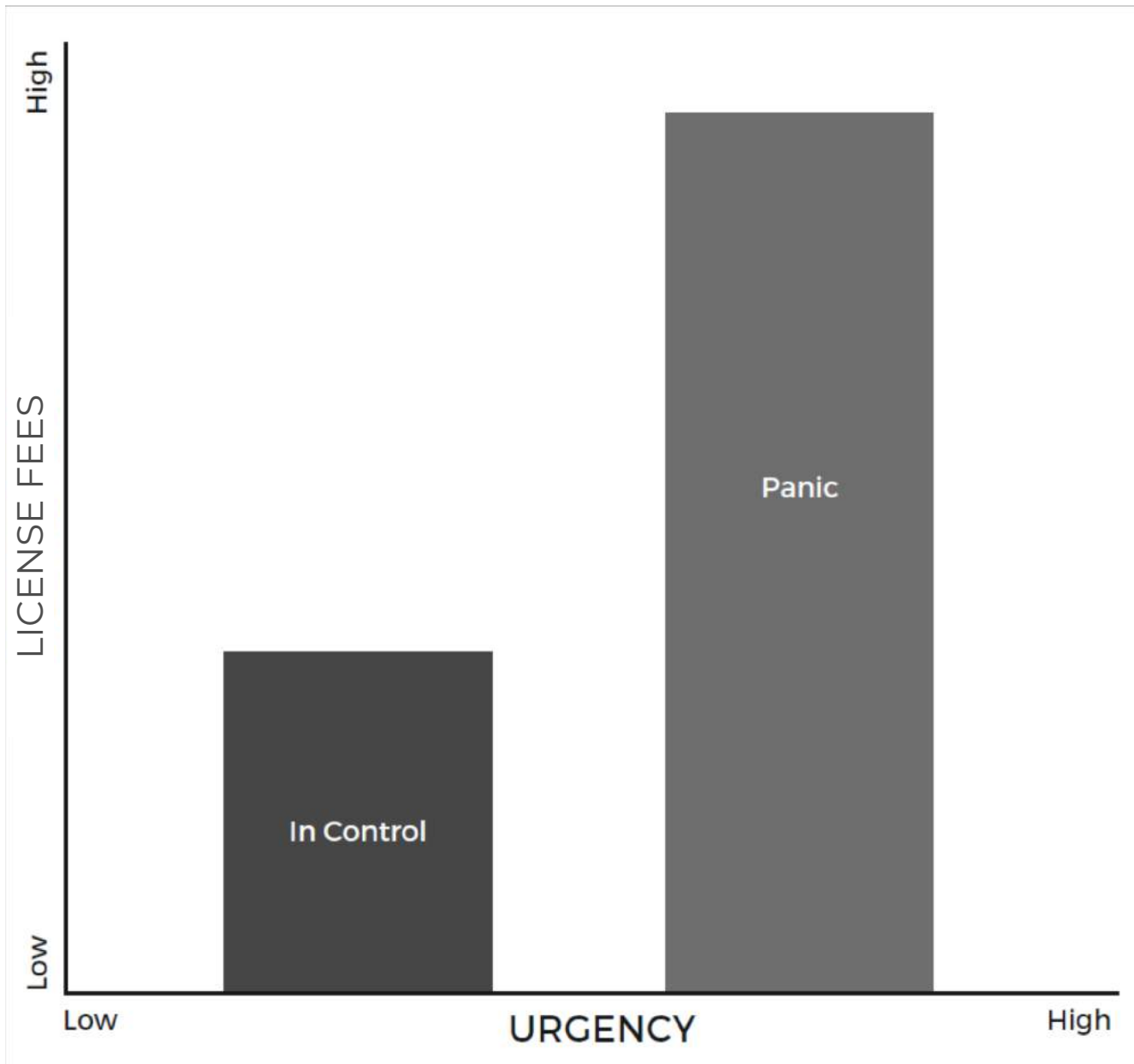
MUSIC LICENSING COST MANAGEMENT





TIME & COST





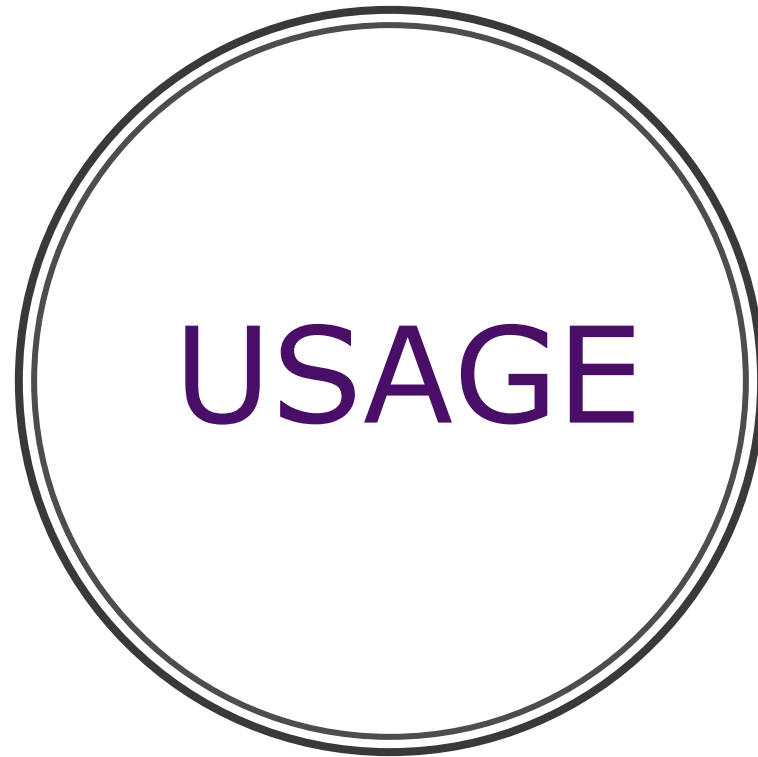
WHAT CAN YOU DO ABOUT THIS?

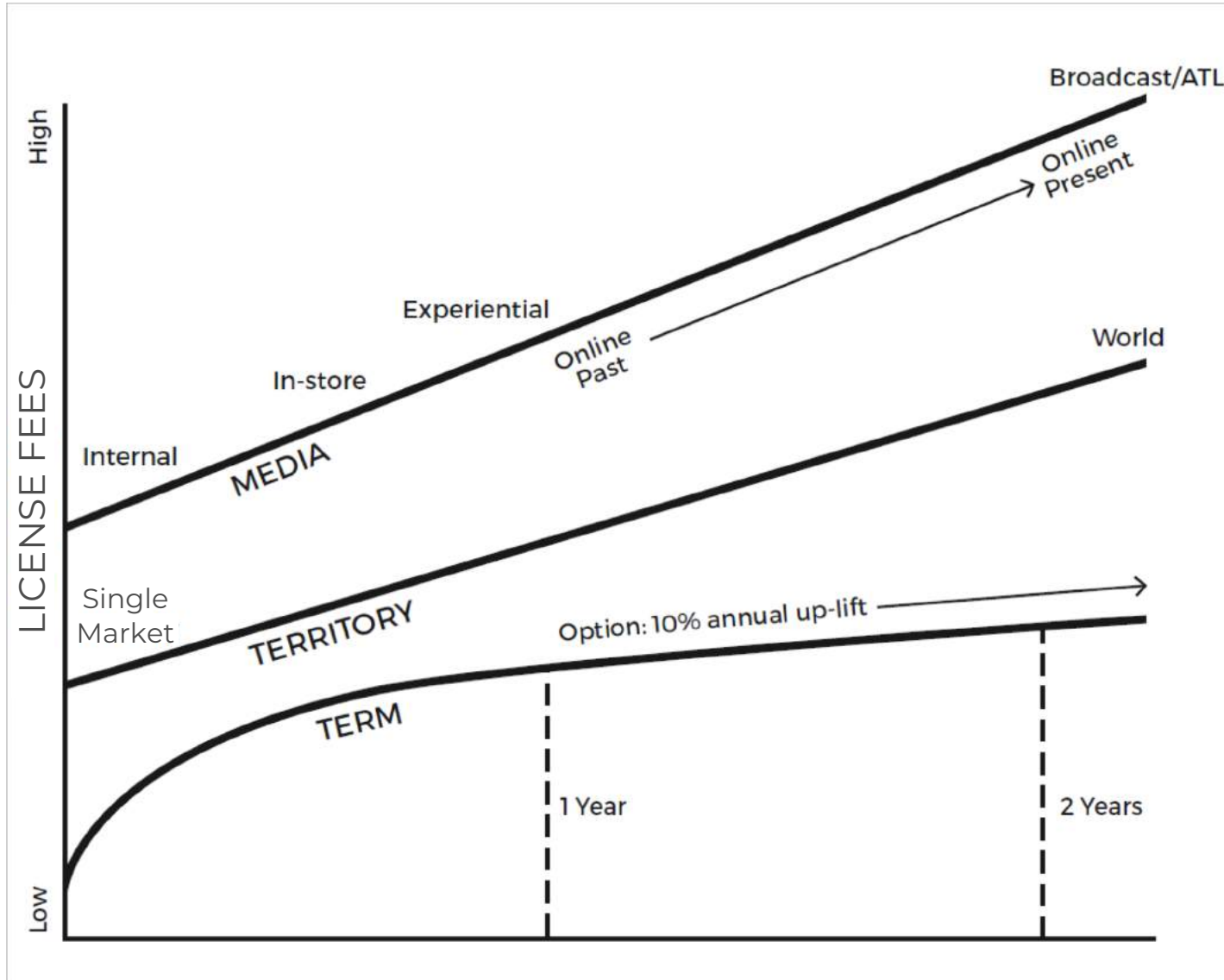
1

Mandate tracks are considered as early as possible

2

Mandate full and immediate disclosure of all discussions between your agency and music rights owners





WHAT CAN YOU DO ABOUT THIS?

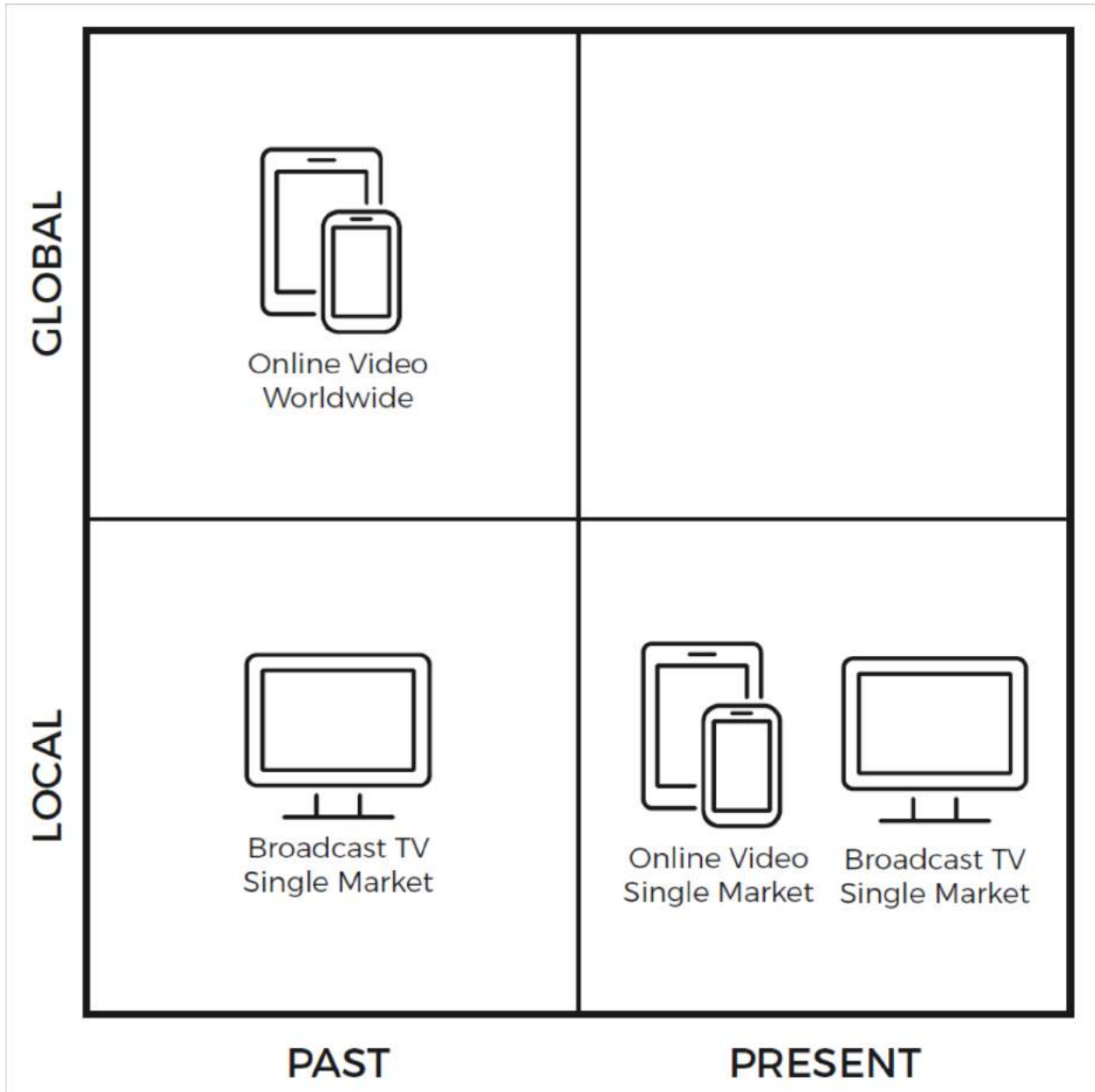
1

Mandate that both your creative and media agencies clearly set out their intentions as early as possible AND STICK TO THEM.



GEO-LOCKING





WHAT CAN YOU DO ABOUT THIS?

1

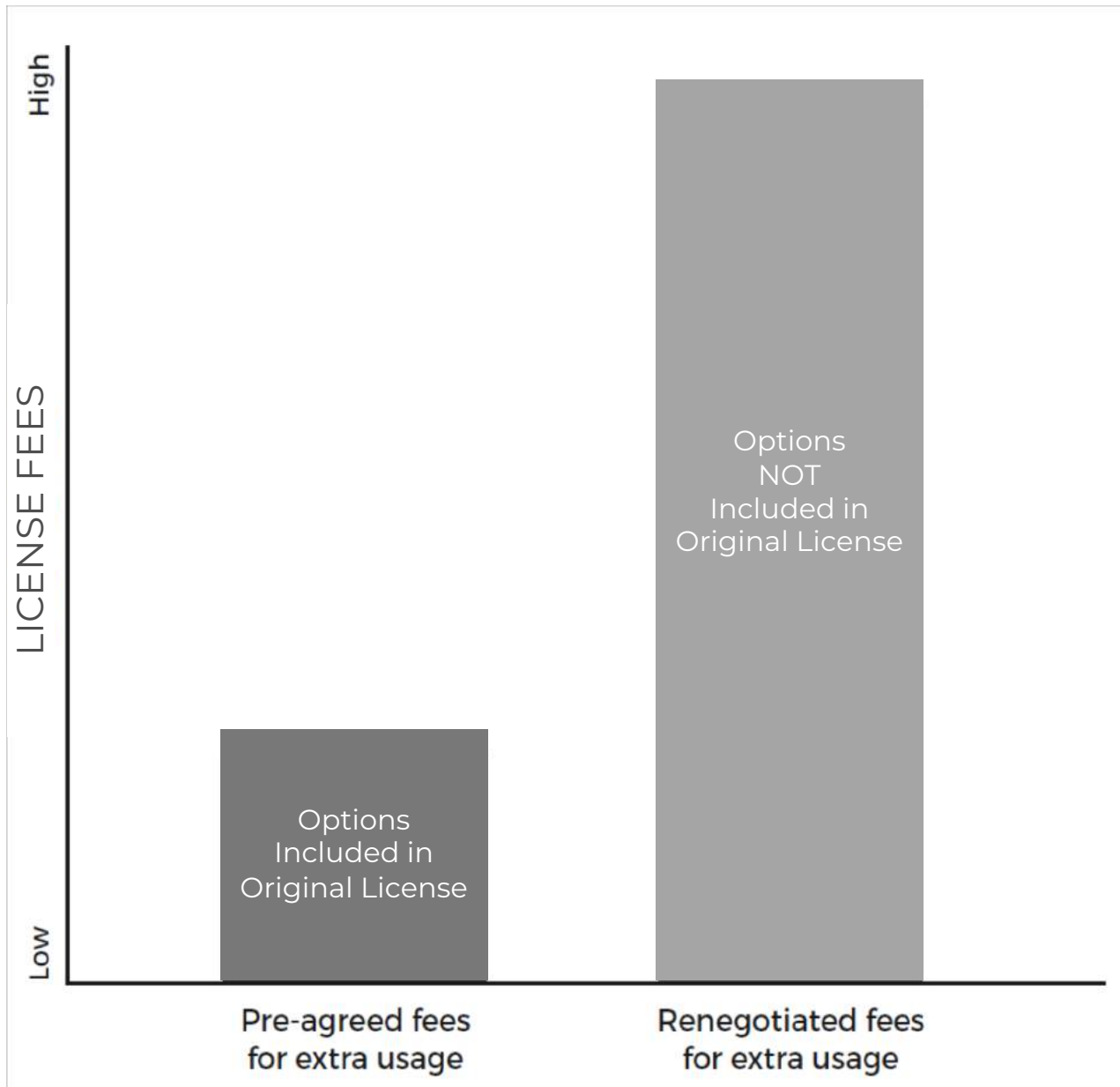
Mandate that your media agency carves out online media in the media schedule, especially bought online media

2

If global rights aren't required, upload your film solely to YouTube or Facebook, geolock it to the required markets, and post that link on other platforms

OPTIONS





WHAT CAN YOU DO ABOUT THIS?

1

Mandate that your creative agency outlines all the possible content pieces being considered for the campaign which may use the same music as the main content piece e.g. a TVC

2

Mandate that your media agency outlines all the possible channels / platforms being considered for each content piece

3

Combine both requirements and have the music license request carve out all the different elements into separate Options, in addition to a bundle that covers everything. Make low-ball offers for each option

MUSIC LICENSING
RISK MANAGEMENT



		LAUNCH																																	
CHANNEL	Format	Sep				Oct					Nov				Dec					Jan				Feb											
		1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23								
TV ABC1 WOMEN	30" and 10"		110	110	50	50						110	50	50											110	40	40								
					50	50	100	100						50	50	100											40	40	80	80					
VOD	30" copy Around 14.5M impressions	[Red bar spanning from Sep 1 to Dec 29]																																	
CINEMA	Female AGP (30") 2,263,856 admissions																																		
DIGITAL	Task 1 - Increase Visibility													£46,000				£6,000																	
	Task 2 - drive inspiration																																		
PPC		[Yellow bar spanning from Sep 1 to Feb 23]																																	
SEO		[Yellow bar spanning from Sep 1 to Feb 23]																																	

CONTRACT

This Contract is entered into by and between _____

The term of this Agreement shall begin on _____
termination date of _____

This Contract may not be modified in any _____
Parties. This document and any attachments _____
the Parties. This Contract shall be binding _____
assigns and shall be enforced under _____
In consideration of the mutual _____
agrees that it shall _____

_____ shall continue through its _____

_____ constitute the entire agreement between _____
the Parties, their successors, heirs and _____
the State of _____
_____ herein, the First Party covenants and _____

_____ the Second Party covenants and agrees that _____







RIGHTS
BOUGHT



WHAT CAN YOU DO ABOUT THIS?

1

Media agency provides early clarity on the proposed media schedule with both definite and optional markets, outlining specific terms & media channels.

2

Creative agency uses that data to create a matrix of options within the music licenses



RIGHTS
BOUGHT

RIGHTS
USED



WHAT CAN YOU DO ABOUT THIS?

1

Follow the advice on the previous slide about mandates to media and creative agencies

2

Ensure client/agency agreements make the agency wholly liable for actions without specific client written approval

3

Ensure the agency has sufficient Errors & Omissions insurance to cover large legal claims from music rights owners

4

Ensure your Corporate Communications department has a robust crisis management plan in place

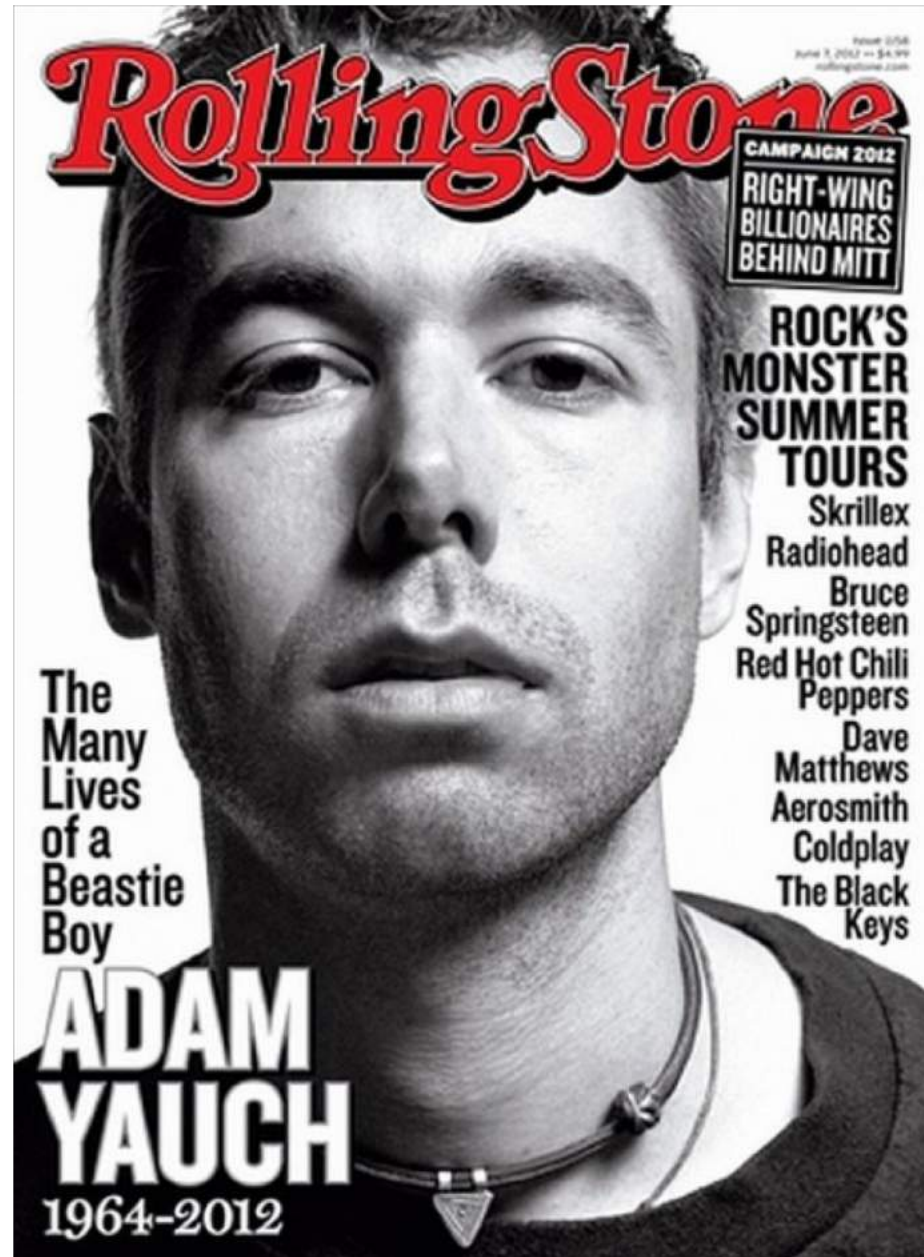
▼
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A background image of a musical score with various notes, rests, and dynamic markings such as 'Ped.', 'mp', and 'Ped.'.

WHAT'S THE WORST THAT CAN HAPPEN?





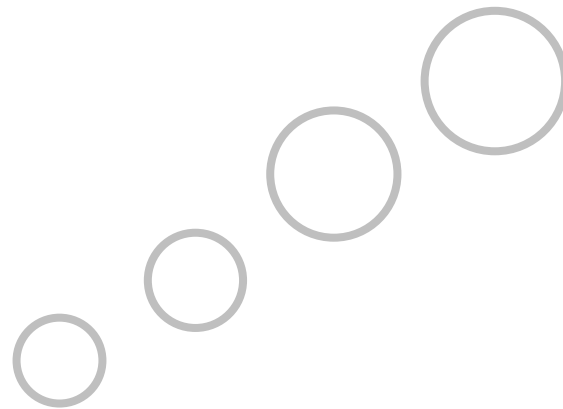




”

*What's the worst
that can happen?*

“



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Beastie Boys Win \$1.7 Million in Monster Energy Copyright Lawsuit

How a bizarre misunderstanding over the word "dope" led to multi-million dollar judgment

BY JASON NEWMAN | June 5, 2014

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Adam 'Ad-Rock' Horowitz and Michael 'Mike D' Diamond of the Beastie Boys. Kevin Mazur/WireImage

RELATED

WHAT CAN YOU DO ABOUT THIS?

- 1 Respect copyright
- 2 Recognise that music rights owners protect their IP as robustly as your brand protects its assets
- 3 Include very thorough language in your client/agency agreements about the need for agencies to follow correct licensing protocols
- 4 Ensure that agencies remain liable for their mistakes and have insurance policies to cover the risk
- 5 Avoid court at all costs

THE IDEAL WORLD



THREE KEYS to Effective Rights Management & Asset Optimisation

01

USAGE RIGHTS
STRATEGY

02

PRODUCTION

03

DAM & TOOLS
INTEGRATION

01

USAGE RIGHTS STRATEGY

► ROLES

Identify both internal and external stakeholders in the asset supply chain.

► APPROACH & TIERS

Coordinate campaign requirements across brand's ecosystem. Define usage (term and territory) and exclusivity needs against internal tiers. Tiers can be based on media type, platform distribution, markets and/or products/services. Long term relevancy (max shelf life) of asset should be considered.

► PLAN FOR REUSE

Plan for asset versioning and map maximum usage potential (some call this "pre-purposing") including potential partnerships and sponsorships. Develop asset guidelines.

► SOCIALISE

Ensure the usage rights strategy is included in creative briefs and client production bidding specs. Ensure all new agency and marketing hires have been trained and have the tools needed to execute the rights management strategy.

02

PRODUCTION

► AGREEMENTS

Utilise standardised forms, contracts, work for hire agreements and forms (including casting documents)

► STANDARDISE TERMINOLOGY

Use clear language and ensure that licensing and contracts are consistent in time period and territory covered across disciplines and markets.

► COMPREHENSIVE NEGOTIATION

Contract maximum immediate usage and future usage. Negotiate renewal options for potential future usage at the time of initial negotiation

► PRODUCTION

Address regional versioning needs prior to bidding and pre-production in order to optimize shoot

► POST-PRODUCTION

Ensure that clean shareable assets are created for versioning

► ASSET DELIVERY

- Require content creators to submit standardised completion documentation to brand
- Store assets consistently with ease of access
- Ensure accurate and complete metadata is attached to each asset uploaded to DAM
- Require content creators to provide all contracts, licenses and releases for centralized storage and/or upload to DAM

03

DAM + TOOLS INTEGRATION

▶ **ASSET MANAGEMENT**

Provide one central repository for assets and ensure repository is managed by Asset Librarian(s) or Asset Manager(s) who will coordinate with key stakeholders, regions, content creators and talent payroll partners

▶ **CENTRALISED TRACKING**

Ensure DAM has capability to track all terms, agreements, vendors and agents within one central location and/or leverage 3rd party tool as an alternative solution

▶ **TAGGING**

Consider a system for tagging assets based on rights expiration dates

▶ **STANDARDISE RENEWAL/REMOVAL**

Standardise process for asset maintenance and renewal/removal

▶ **TRAINING**

Define process and standards and train all accountable parties including anyone who uploads or downloads assets

POLL

Do you feel your company has a robust rights and asset tracking system currently in place?

- a. Yes
- b. No
- c. I don't know

THREE TOP TIPS

1. Early negotiations – it's all in the planning
2. Its time for the Client to take control
3. Be clear on usage strategy across territories / term and channels and communicate this to agencies/usage negotiators.

Ask the Right Questions

Questions to ask:

1. Where are your assets stored?
2. Are contracts stored with the assets?
3. Who has access to assets?
4. What are your business needs?
 - ▶ 1. Evergreen vs. short-term
 - ▶ 2. Local or global
 - ▶ 3. What type of assets (not really doing TVCs? Social digital?)?
5. Are there KPIs established to measure frequency of repurposed content?
6. What are the guardrails in place to confirm usage is cleared?
7. Do you have an existing infrastructure to centralise asset and rights management? If not, can one be defined and established, potentially with support from third party specialists?

QUESTIONS?

