

Stock Photos and Footage

All licensing terms or agreements for stock footage or photos must be reviewed and approved by Production Counsel. Also note:

- “All media, worldwide, in perpetuity” rights are required.
- The license agreement should name your production entity and must not name “YouTube” or “Google” as the licensee, but it must be sublicenseable.
- The license agreement must require the other side to warrant and represent that it has all the rights in the content to grant under the agreement, and must indemnify you and your assignees/licensees for any breach of this warranty.
- The license agreement must require the other side to waive all rights to injunctive relief.
- Please review the licensing terms for any use restrictions or other requirements, e.g., restrictions on negative or defamatory uses, marketing use, end credits, etc. Your agreement with Google generally requires all footage from the show to be freely usable for promotional and marketing purposes. If there are any marketing restrictions, alert YouTube Clearance so they can share this information with YouTube Marketing.
- Make sure all clearance agreements specify exactly what’s being licensed - you need thorough descriptions in the agreement itself, and/or you should attach photographs of the cleared materials.
- If people are featured in footage or photos, please ensure that they are “model released” and that the right to feature their likeness is included in the license from the stock photography or footage company. If the featured people are not “model released”, you must secure permission to feature their likeness in addition to the photo or footage license.
- Please ensure that the right to feature third party copyright protected, trademarked or landmarked elements (art, music, buildings, logos, characters, etc) is included in the stock photo or footage license. If any third party element in the footage/photos is not covered by the license, you must secure that permission in addition to the photo or footage license.