

# INTO FILM

## Documentary and Archive Filmmaking Guide

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Our resources are designed to be used with selected film titles, which are available free for clubs at [www.intofilm.org](http://www.intofilm.org)

See, think, make.  
Imagine

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# Contents

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Introduction .....	2
Creating documentary films	
Creating films with archive footage	
Warm up activities .....	3
Documentary styles and techniques .....	4
Planning your documentary .....	5
Creating films with archive footage .....	6
Compliance and staying safe .....	7
Film language .....	8
Shots, angles, light and sound	
Post-production .....	11
Sharing your film .....	12
Appendix .....	14
Contributor Release Form .....	i
Adult Interviewee Release Form .....	ii
Location Release Form .....	iii
Licence for Existing Material Form .....	iv
Composer Agreement .....	v
IP Checklist .....	vi

## Introduction

This resource has been designed by Into Film to support teachers to make creative and engaging documentaries with students and make the most of opportunities to access regional and national archive material to support storytelling through film.

### Creating documentary films

Making films at school does not have to be complicated and expensive. In fact, you probably have the basic equipment in your school to get started. This includes a camera to record video, a microphone to record sound and editing software. It is possible to make a good short documentary with nothing more than a mobile phone, an enthusiastic interviewer and some interesting subjects.

There are lots of ways that you can make a creative and engaging documentary in the classroom such as:

- a short observational documentary about a day in the life of your school.
- a reconstruction of an historical event in your local community.
- interview members of your local community about an event happening in your town.

This guide will provide you with a range of practical tips on creating good documentaries in your classroom.



### Creating films with archive footage

Archive footage (including newsreels, feature films, public information advertisements, amateur footage) is an excellent resource for making short films with young people as it:

- provides a unique window into national, regional and community histories.
- allows them to make films about events in the past without using costly and time-consuming reconstruction.
- can be an exciting way to engage them with local history and heritage – seeing places that they recognise in the past can really trigger young people's interest in finding out more about their community's heritage.

This guide will provide you with a range of useful tips for accessing and using archive footage in your own films.

## Warm up activities

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### Interviewing people

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Use the BBC Bitesize film, *How do we interview people?* [www.bit.ly/bbcbitesizeinterviewpeople](http://www.bit.ly/bbcbitesizeinterviewpeople)

- Ask students to identify three key points we should consider when we interview someone about the past.
- Give small groups a tablet or flip camera. Each student takes their turn to be the interviewer using the three key points they have identified.

### Pictures from the past

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Use a selection of black and white photographs, preferably from 1935 onwards

In groups of four, ask students to review one of the pictures and to answer the following questions:

- When was the picture taken? How do you know that?
- What do we know about the people in the picture?
- What would life have been like at that time?
- How did life then differ from life today?

### Learning about cuts

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- Play a short film sequence. Ask students to guess how many separate cuts there were in it.
- Play it again and ask students to clap on each cut. Ask them to count the number of times they have clapped.
- Ask students to talk about why there are so many cuts.

### Freeze frame

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- Pause a short sequence on each shot. Ask groups to talk about what is in each shot and why it is there. They could also discuss what kind of story it is, where they think it is set, and what they think will happen next.

### Sound on/vision off

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- Choose an opening sequence with a good soundtrack and a variety of different sounds. It could have just diegetic ('natural'/'real') sounds, or there could be music as well.
- Play the sound without the picture. Ask groups to list everything they hear, and what it makes them imagine about the place, the people, the time of day/year, and the story.

### Framing with the camera

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Set each group the task of shooting examples of different kinds of shots with no camera movements or zooms (e.g. one person shoots a long shot, the next person shoots a close-up, and so on), then screen and discuss what they have filmed.

## Documentary styles and techniques

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The main purpose of documentary filmmaking is contained within the name: document. When making a documentary you are trying to create a document of an aspect of reality, focusing on a story, event or individual.

There are usually two approaches for creating a documentary: to get involved, have a presenter and ask questions; or observe, with no presenter and watch things unfold.

Both of these styles work well but it is up to you to decide which path you want to follow. With a presenter it can be easier to get the information you want, but without one it is easy to get that feeling of 'fly on the wall' filmmaking. When you are working with archive footage you may want to use a voiceover that explains where we are in history and what the subject matter is.

Although there are a number of different documentary styles to choose from, your film will follow one of two different approaches:

1. Documentaries which follow an event or place
2. Documentaries which tell a person's story

The best documentaries cover both of these aspects at the same time. They both follow an event, and tell the stories of the people who were involved. Using archive footage you can choose an individual's story or an event or situation from a specific time in history.

There are a number of techniques that you can use to capture your documentary, depending on the type of film you want to make:

- **Voiceover** - commentary by the filmmaker or actor, spoken while the camera is filming, or added to the soundtrack during the editing stage
- **Vox pops** - people walking past in a public place are asked their opinion on a particular subject
- **Interviews** - allows people being filmed to speak directly about events, prompted by questions asked by the filmmaker /interviewer.
- **Re-enactment/Reconstruction** - filmed artificial scenes of an event which has been reconstructed and acted out based on information of the event
- **Archive footage** - existing footage of something already filmed from a long time ago that has been saved. You can use this in your documentary to show historical events

A good documentary will include more than one of these elements to help build the narrative structure. For example, you could record a voice over and play this over some archive footage. You could also include interviews and then a re-enactment of the event being discussed.

## Planning your documentary

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There are three key things you should consider when deciding on the idea for your documentary:

### Subject

The starting point will be to identify what your film is about. Is there a place or an event in history that you want to document? What is it about this that interests you? What happened and what do you want to say about it?

Perhaps you have been inspired by a piece of archive footage to find out more about a place or event. Whatever the subject, select something that interests you and your pupils.

Research is an important part of the planning process. Find out as much as you can about the subject you have selected. This will help you to build a picture of the person or event and to identify the key questions that you want to answer throughout your documentary.

### Characters

Once you have decided on the focus for your documentary, you need to select your characters or subjects. The subjects are the people in your documentary that are either interviewed or filmed to help tell your story.

If your documentary focuses on an individual or a group of people, you should consider what is so intriguing about them to make you want to tell their story. Also, is their story interesting enough to hold the audience's attention?

If your documentary focuses on an event you should use different subjects to talk about the event to add some context to your story. This could include someone that was present at the event or it could include a local historian with an in-depth knowledge of the event.

### Structure

For documentaries, you will need to write a treatment. A treatment is a short story narrative (usually one side of A4) in the present tense that describes your film sequence by sequence so the reader can actually visualise what will be seen and heard on the screen. Where possible include information about your characters and try and use their own words. Do include any conflict you imagine, emotions and how the character(s) may develop.

If you are filming a re-enactment of an event for your documentary, you should write a script. This should include dialogue, character action and location divided into scenes. This is where you describe on paper exactly what your characters will say.

Storyboards help you plan on paper how your entire film will look and prepares you for your shooting days and the final edit. Even if your drawing skills are not very good (stick people are fine) having a storyboard can help visually explain your idea to your crew.

If you have not made a documentary before, why not get your inspiration from other documentaries. Watch a range of different documentaries to see what techniques and approaches you like and use these.

## Creating films with archive footage

There are a number of ways that you can use archive film footage to enhance your documentary:

- Archive film can be used in documentaries to look at changes and similarities between past and present. For example, a documentary exploring the changing landscape of a city over time
- Young people can use the archive material literally, as visual evidence in a documentary about a specific historical subject
- Archive material can also be used more laterally, ignoring the original subject matter and historical context of the footage and repurposing it as a source of images
- It can provide inspiration when thinking about ideas development and approaches to storytelling
- Working with archive footage and simple green screen technology offers a range of creative possibilities including transporting the actors/ subjects back in time

## Archive

Below is a link to a regional map of archive footage online. This footage can be used. You will need to check if you can include the footage in your documentary. Permission has to be sought if you want to use it to include in your documentary.

England, Scotland and Wales  
[www.bit.ly/ukarchivesmap](http://www.bit.ly/ukarchivesmap)

There is a digital archive hosting film clips that schools in Northern Ireland can access with a login:  
[www.rewardinglearning.org.uk/creative\\_learning](http://www.rewardinglearning.org.uk/creative_learning)

Northern Ireland Screen Digital Film Archive  
[www.bit.ly/niscreenarchive](http://www.bit.ly/niscreenarchive)

The organisations below also have online archive footage:  
BFI (British Film Institute) [www.bfi.org.uk/britainonfilm](http://www.bfi.org.uk/britainonfilm)  
British Council  
Imperial War Museum

### Top tips on using archive footage

- Engage young people with the archive material from the beginning of the project to inspire their film ideas.
- When planning a viewing session remember that many of the young people may have never seen archive film footage.
- Don't forget to explain what an 'archive' is, as the young people might not understand what it is.
- You might also find it useful to show examples of contemporary films that incorporate archive footage, to encourage young people to think about how it can be combined with contemporary footage in a meaningful and dynamic way.
- Although you will have already done some pre-selection of the archive footage involve young people in making decisions about which specific archive clips they are going to work with. This can then be included in their storyboards or shooting scripts.
- If the young people are making a film about their local area, think about including some match shots (the same location seen in the archive footage shot from the same place).
- Green screen can be used to creative effect, using the archive footage as background for live action.
- Think about using music to help create the atmosphere of the era featured in the archive footage.
- Avoid having long sections of archive footage accompanied by voiceover; break it up with contemporary footage.



## Compliance and staying safe

### Compliance

Compliance in film means making sure that the film you make complies with the law. In other words making sure it does not break any of the rules and can therefore be shown to a wider audience. Make sure you familiarise yourself with the guidelines below. You may make a great film, but if it does not follow the standard broadcast guidelines, you will not be able to have your film shown on the internet or be able to enter competitions and film festivals.

### Obtain permission

Make sure anyone taking part in your project has agreed to do so in writing before any recording takes place. They need to sign a document called a release form. A **Contributor Release Form** can be found in Appendix i. An **Adult Interviewee Release Form** can be found in Appendix ii.

If anyone involved is under 18 years old make sure you have written permission from a parent or guardian before any recording takes place.

You need written permission to record anything in buildings, in public places, in institutions, in organisations, in agencies or any private property unless it is only in the background. This form is called a location release form and needs to be signed by the owner or manager of the property or land. A **Location Release Form** can be found in Appendix iii.

Make sure any material you use (whether visual or audio) is original to your project. You should only use photos, film clips, audio clips or pre-recorded music if you have written permission. For example, you cannot use commercial music such as the latest Katy Perry song without written permission from the record company and songwriter. Also, you cannot use images from an online image library that may own the photos or clips of video that you want to use without their permission. It is better to use original material in most cases, which will encourage students to be more creative.

### Check the facts

Factual projects must not mislead the audience and misrepresent facts, individuals or organisations. Make sure you do your research well and that your documentary is well informed. Be balanced by making sure you get across all points of view.

### Keep it safe

Health and safety is your number one concern while filming, and far more important than getting the shot. Think carefully about dangers in the locations you intend to film in. Even a street can be full of hazards. Assess every situation carefully and use your common sense. Do not take any risks and do not become a risk to others.

### Respect for Intellectual Property

Intellectual Property or IP is a term that refers to an original creation, design or idea that belongs to a person or a group of people. This includes films, songs, books and designs.

The owner of a particular piece of IP has control over how their work is used and can expect to be rewarded for its use. This means that anyone who has a new creative or innovative idea has the right to benefit from it.



To learn more about the importance of IP watch this student made film *Vin Diesel's Socks* (2013) on Into Film's Clubs YouTube channel, commissioned in partnership with the Industry Trust.

[www.bit.ly/vindieselsocks](http://www.bit.ly/vindieselsocks)

and visit [www.getitrightfromagenuinesite.org](http://www.getitrightfromagenuinesite.org)

An **IP Checklist** can be found in Appendix vi.



## Film language

Your students need to learn the 'language' of film: how they can use pictures, sound and editing to tell stories. Even quite young children can think about things like shot size, where to put the camera, and basic sound when they learn the language of film.

### The camera

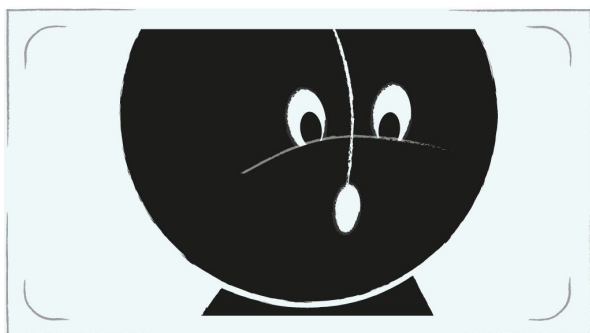
#### Shot size

You can use different sized shots to show different things in your film.

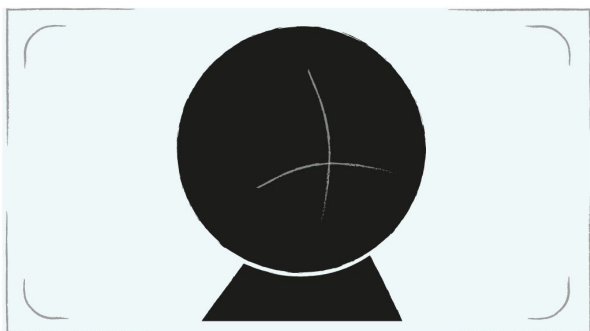
When they get started, young filmmakers sometimes try to shoot everything with mid shots or long shots, because they're easy to film. If they learn to use a variety of different shots, their films will have a lot more impact tell a better story.

Here are the main shot sizes (with younger children, you could just concentrate on three of these: long shot, mid shot and close-up).

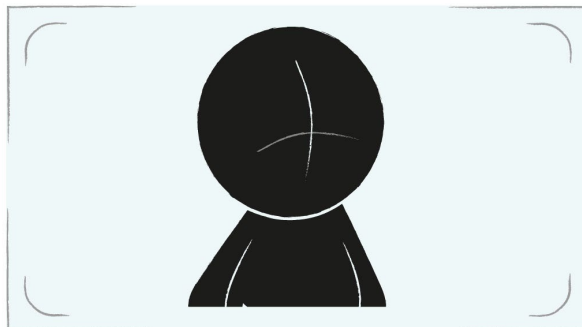
An **extreme close-up** shows just a small part of a person or thing. Use it to show an important detail



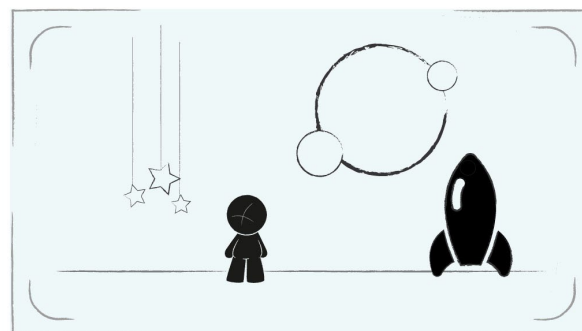
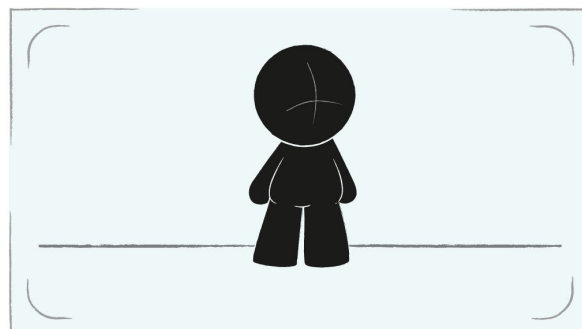
A **close-up** shows part of the subject - their face, or maybe their head and shoulders. It lets you imagine what they are feeling.



A **mid shot** shows the top half of the body. You can see the face and what the person is doing.



A **long shot** shows someone from head to foot. You can see the person in the setting. With an extreme long shot or **establishing shot** you are too far away to recognise people. You can use it at the start of the film to show the setting.

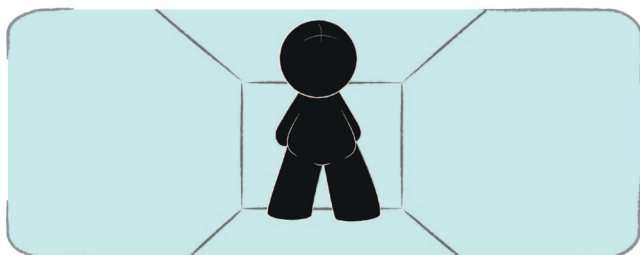


## Activity pack Documentary and Archive Filmmaking Guide

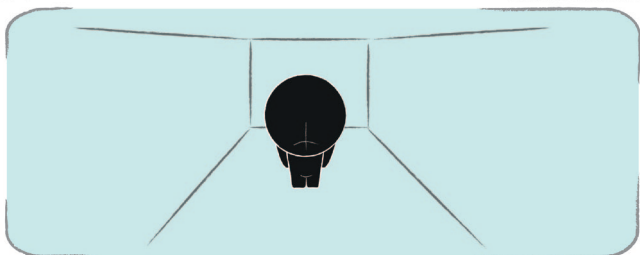
### Camera angle

Putting the camera in different places is important to tell the story and make it interesting. Instead of just shooting everything at eye level, the camera can go above, below or behind the subject.

If you want to make a person or thing seem important or scary, use a **low angle** shot that points the camera up at them.



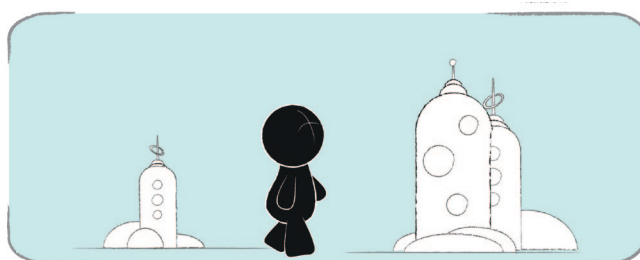
A **high angle** shot looks down and make people look weaker or frightened.



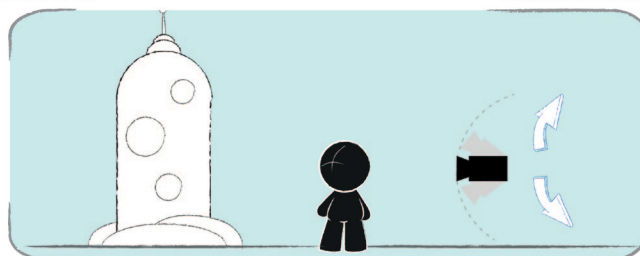
### Camera movements

Moving the camera can show more about the location and story. Movements should be steady and should normally go in just one direction, not back and forth. Using a tripod is the best way to achieve a steady shot but if you do not have a tripod, rest against a wall or sit on a chair to steady yourself.

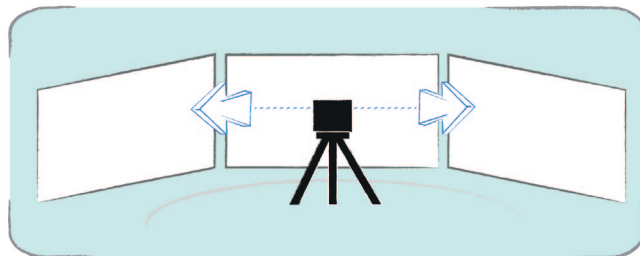
Steady, slow **tracking shots** are a great way to show a space or what a character is seeing. Put the camera on something like a wheelchair or skateboard. It can go forwards (track in), backwards (track out), or sideways (crab).



A **tilt shot** turns the camera upwards or downwards. The classic example is the shot that starts with someone's feet and tilts up to show how big or scary they are.



With a **pan shot**, the camera turns left or right to scan a scene or follow a movement.



## Using the lens

The purpose of lighting in a film is to set the mood, create an atmosphere and to illuminate your actors so the camera can capture good quality visuals.

Your film project probably does not need professional film lighting. Natural light can be used very effectively and turning on main lights and even side lamps when filming indoors can be very visually interesting. For example, a torch positioned well to the side of the subject can provide low-key lighting for a thriller scene.

There are three basic principles of lighting:

- The **Key light** is your main source of illumination. This is the light that creates shadow and detail in your subject. The key light is placed to the side of the camera facing the direction of where the camera is shooting.
- The **Fill light** crosses the Key light at about sixty degrees to the left or right. The Fill light controls contrast between key-lit and darker unlit areas. This is your secondary source of light that brightens the shadowy parts of the subject.
- The **Back light** is set almost facing the Key light, up high and not in direct vision of the camera. The Back light separates the subject from the background. The result gives depth to the picture and makes the shot look more three-dimensional.

## Sound

Sound is easily the most overlooked aspect of filmmaking. It is just as important as the visuals you capture on film. Audiences can be very tolerant of shaky camerawork or bad lighting but not so forgiving if the sound is bad and they cannot follow the story. Slightly over or under exposed shots can be corrected in the edit but very little in fact can be corrected in sound that is not clean.

You should think about films right from the start rather than adding it as an afterthought. What type of sound and audio do you want in your film?

- **Realistic ('diegetic') sounds** like footsteps, waves or crowd noises that fit the scene. They don't have to be recorded live – sound effects that you add in the editing program can sound better than the real thing.
- You can use **different kinds of music** to tell the audience where and when the story is set, to set a mood, to tell them what kind of film it is (the 'genre'), or to let them know that something's about to happen.
- Using **commentary or voiceovers** to narrate the story or tell us what a character is thinking. You should always record commentary/voiceovers separately - don't try recording them into the camera while you film.

## Post-production

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Editing is like doing a jigsaw where you put all the parts of your film together so it makes sense to your audience. You can edit on camera, where you shoot the film in sequence and keep a neat structure to each scene. Alternatively you can use computer editing software that allows you to cut and paste shots and put them in any order. Most PCs come with Windows Movie Maker and this is a good entry-level package to use to familiarise yourself with the editing process. Others include iMovie and Adobe Premiere.

Editing is not just about putting the footage in the right order. You need to make sure that the footage accurately tells the story. If there are gaps in the story, it will be difficult for the audience to follow, so make sure when planning your storyboards you consider the whole story.

There are three stages of post-production: capturing, editing and finishing.

### Capturing

The very first thing you should do is to label all of your shots. This might take some time but it is worth it. This will help you to successfully identify the different shots so you know which ones you want to use and where.

After you have labelled the next step is to get your shot footage (rushes) into the edit suite. All of the different types of software will have a function or command for this, along the lines of digitise, capture or import.

There are two main ways of capturing footage. You can either just go for the short clips of material that you think you will need for the edit, or get all of your footage in one go, and then create sub-clips turning the long bits of video into short more usable clips in your edit suite.

### Editing

Editing, or cutting, is choosing the best way to tell a story from the shot material, juxtaposing the shots and laying them in the right order.

The first stage of creating a story is getting the shots in roughly the right order. The edit will still be choppy. Next, the rough cutting can start. This is all about sharpening up the assembly, for instance by moving sections of an interview around and deciding on your final shots. It will become more polished as the process continues.

All kinds of shots can be put next to each other when you edit, providing they do not look too alike. For example, they should not be the same size or taken from a similar angle. Otherwise you get a jump cut, which will look strange.

After this, fine cutting can start. Cuts will be refined, sound levels honed, and shot order and transitions adjusted. Get a second opinion when editing. It can be hard to make the tough creative decisions on your own.

### Finishing

Finishing is where you put the finishing touches to your film.

It is a good idea to start with sound. You may have already recorded sound effects to go with specific scenes so the software will allow you to merge this with the visuals. If you want to add some music to a scene or to have music for the opening or end credits, the software will allow you to decide where to put this.

Remember - do not use any copyrighted music in your film unless you have written permission to do so.

You can also use transitions between shots to help tell the audience something.

- A dissolve (where one shot melts into the next) can show that part of a journey has been missed out. Or it can connect a series of shots that sum up a story or place (montage)
- A fade to black is often used at the end of a scene or followed by a fade in to show that time has passed

It is important to be aware of the pace of your film when you edit. Fast editing will make things exciting and add drama and slow editing will make things seem peaceful.

If nothing is happening in the shot, it doesn't need to last more than a second or two. If a shot flashes by really quickly it can be really disrupting and confusing.

Once you are happy with the place, pace and overall assembly of the shots, you can move on to the titles, graphics and credits.

## Sharing your film

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The final thing to do when your film is complete is to export it. This will then allow you to share the film. It is a good idea to export one version in the highest quality possible, and then to make smaller versions to put on the school website or a video sharing site. You could also make a DVD.

Into Film has created top tips documents for editing with Windows Movie Maker and iMovie, which contain more information on editing.

# Appendix

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- i Contributor Release Form** This form is for anyone who contributed to the film, in front of or behind the camera, to give permission for their work to be used in the film and shown to the public.
  
- ii Adult Interviewee Release Form** This form is for adults who have been interviewed for your film to complete and give permission for their interview to be featured in the film and shown to the public.
  
- iii Location Release Form** This form is for the owner of any location, such as a building or piece of land, to give their permission for you to film there and show the film to the public.
  
- iv Licence for Existing Material Form** This form is to confirm you have permission from an individual or organisation to use their archive material, such as photographs, film or documents, in your film.
  
- v Composer Agreement** This form is for anyone who has composed music for your film, including children or young people, to give permission for their music to be used in your film and shown to the public.
  
- vi IP Checklist** This form is for you to check that you have permission from anyone who has created elements of your film, and that you can use it and show it to the public.

## Into Film Contributor Release Form

Contributor release forms are very important to give consent for every child’s involvement in a film project. Without them, we will not be able to pursue exhibition opportunities including showcasing them on the Into Film website, at the Into Film Festival or broadcast.

Please sign the form and return it to your child’s educator before the start of the filmmaking sessions.

**Name of Contributor** ..... (“Child’s Name”)

**Date of Birth** .....

**Title of Film(s)** ..... (“The Project”)

**Role in Film Project** e.g. actor, director, editor

..... (“The Contribution”)

**Dates of contribution** e.g. January to March 2015 .....

**Name of Organisation Running the Project (if applicable)**

..... (“The Company”)

In consideration of the Company agreeing that I contribute to and participate in the Project, the nature and the content of which has been fully explained to me, I hereby consent to the filming and recording of my contribution to and participation in the Project subject to the terms and conditions specified below.

If you are 18 and over, please sign as the Contributor.

**Signed by Contributor** ..... **Date** .....

If you are under 18 years of age you will need to get this form signed by a Parent or Legal Guardian.

I consent to (name of Contributor) .....

entering into this agreement and acknowledge that it is for his/her benefit.

**Signed by Parent or Legal Guardian** ..... **Date** .....



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## Into Film Contributor Release Form

### Terms and Conditions

1. I hereby agree that the copyright (if any) and all other rights title and interest in and in respect of my contribution shall vest in and is hereby assigned to the Company (and this assignment shall operate to the extent necessary as a present assignment of future copyright) and that the Company shall have the unfettered right to deal with the Project containing such contribution or any part of it in any way that it thinks fit. Accordingly I agree that my Contribution and/or the Project incorporating my contribution or any part of it may be exhibited or otherwise however exploited (and such exploitation may include the exploitation of ancillary rights therein) in all media and formats throughout the universe for the full period of copyright and all renewals and extensions thereof and thereafter so far as may be possible in perpetuity
2. I hereby waive any so-called "moral rights of authors" in the Project and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988 as I now have or hereafter acquire in relation to the Project.
3. The Company may without my further consent use my name likeness biography photographs of me and recordings of interviews with me for all purposes of advertising, publicising, distributing and exploiting the Project and/or advertising, promoting or publicising the Company in all media and formats throughout the universe
4. The Company shall not be liable to me or my legal representatives for any loss or damage or injury to me or my property caused or suffered in connection with the Company's making of the proposed Project unless caused by the negligence of the Company and recoverable on that ground
5. The Company shall be under no obligation to make any use of my Contribution within the Project and shall not be liable to me in the event that my Contribution is not included in the Project or if the Project is not exhibited.
6. I agree that the contribution shall not contain anything which is an infringement of copyright or which is calculated to bring the Company into disrepute or which is defamatory provided however that the Company shall not be entitled to bring claim against me in respect of any defamatory material that was included in my contribution without negligence or malice on my part.
7. I acknowledge that by entering into and performing this agreement I shall gain experience of and training in film production, which will be of educational benefit to me.
8. I hereby confirm that the terms of this agreement have been explained to me and that I understand them.
9. The Courts of England shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release, which shall be interpreted according to the laws of England.

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## Adult Interviewee Release Form

**Name of Interviewee** ..... ("Name")

**Date of Birth** .....

**Title of Film(s)** ..... ("The Project")

**Date/s of contribution** e.g. 3 January 2015 .....

**Name of Organisation Running the Project (if applicable)**

..... ("The Company")

In consideration of the Company agreeing that I contribute to and participate in the Project, the nature and the content of which has been fully explained to me, I hereby consent to the filming and recording of my contribution to and participation in the Project subject to the Terms and Conditions specified below.

If you are 18 and over, please sign as the Interviewee.

**Signed by Interviewee** ..... **Date** .....

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## Adult Interviewee Release Form

### Terms and Conditions

1. I hereby agree that the copyright (if any) and all other rights title and interest in and in respect of my contribution shall vest in and is hereby assigned to the Company (and this assignment shall operate to the extent necessary as a present assignment of future copyright) and that the Company shall have the unfettered right to deal with the Project containing such contribution or any part of it in any way that it thinks fit. Accordingly I agree that my contribution and/or the Project incorporating my contribution or any part of it may be exhibited or otherwise however exploited (and such exploitation may include the exploitation of ancillary rights therein) in all media and formats throughout the universe for the full period of copyright and all renewals and extensions thereof and thereafter so far as may be possible in perpetuity
2. I hereby waive any so-called "moral rights of authors" in the Project and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988 as I now have or hereafter acquire in relation to the Project.
3. The Company may without my further consent use my name likeness biography photographs of me and recordings of interviews with me for all purposes of advertising, publicising, distributing and exploiting the Project and/or advertising, promoting or publicising the Company in all media and formats throughout the universe
4. The Company shall not be liable to me or my legal representatives for any loss or damage or injury to me or my property caused or suffered in connection with the Company's making of the proposed Project unless caused by the negligence of the Company and recoverable on that ground
5. The Company shall be under no obligation to make any use of my contribution within the Project and shall not be liable to me in the event that my contribution is not included in the Project or if the Project is not exhibited.
6. I agree that the contribution shall not contain anything which is an infringement of copyright or which is calculated to bring the Company into disrepute or which is defamatory provided however that the Company shall not be entitled to bring claim against me in respect of any defamatory material that was included in my contribution without negligence or malice on my part.
7. I hereby confirm that the terms of this agreement have been explained to me and that I understand them.
8. The Courts of England shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release, which shall be interpreted according to the laws of England.

## Location Release Form

From: .....  
[The Company or legal entity producing the film + address]

To: .....  
[The owner of the property or person entitled to enter into this agreement on behalf of the owner + address]

Dated: .....

Dear Sirs:

RE: ..... ("the Film")

This letter confirms the agreement between us pursuant to which you have agreed to make available to us the following premises ("the Premises") which expression shall include all chattels fixtures fittings and equipment of whatever nature in upon or around the premises. [Name and address of the Premises]

1. The Premises shall be made available to us on a sole and exclusive basis and we shall be entitled to use the Premises from [date] to [date] for the purpose of filming exterior and/or interior scenes in connection with the Film.
2. In the event we should need to return to the Premises at a later date if principal photography is not completed within the period stated in paragraph 1 the date(s) for our return shall be subject to negotiations in good faith and the terms and conditions shall be pro rata the same. During the period specified in paragraph 1 and a return date (if any) no other person shall be permitted to interfere or carry out any activity which might conflict with our use of the Premises.
3. You agree to make available to us at the Premises on the dates listed in paragraph 1 above the following facilities:
  - 3.1 Access for all camera, sound, lighting and recording equipment and vehicles;
  - 3.2 Adequate parking facilities for our equipment, crew and children's vehicles;
  - 3.3 Electrical power, gas and water, toilet and kitchen facilities;
  - 3.4 Insurance cover on standard terms for the benefit of our employees, film crew and school children involved in the production of the Film in respect of risks of fire, storm, tempest, flood, explosion, burst pipes, public liability and other usual and normal risks for such amount as to provide us with full indemnity against any and all losses or damages.
4. We have explained to you the scenes which are to be shot in or around the Premises and you consent and agree to this filming taking place and confirm that you will not in future make any objection to the Premises being featured in the Film and you hereby waive any and all right claim and objection of whatever nature relating to the filming.
5. We shall be entitled to represent the Premises under their proper name or as being another real or fictional place according to the requirement of the Film.

6. We shall be entitled to incorporate all films photographs and recordings whether audio or audio-visual made in or about the Premises in the Film either as a sequence on their own or preceded or interlaced or followed by such other scenes as we may require in our sole discretion.
7. Any structural or decorative alterations which we require to be made to the Premises shall not be made without your prior consent which shall not be unreasonably withheld or delayed. Any parts of the Premises which are altered shall at your request be properly reinstated to the condition they were in prior to our alteration and filming.
8. We shall own the entire copyright and all other rights of every kind in and to all film audio and audio visual recordings and photographs (together referred to as "material") made in or about the Premises including without prejudice to the generality of the foregoing the irrevocable right to use or not to use any and all such material and any persons employed by you or present on the Premises together with the real or fictional name of the Premises in or in connection with the Film and to exploit the Film by any manner or means now known or in the future invented in any and all media throughout the world for the full period of copyright including all renewals reversions and extensions.
9. We shall have the right to assign license and/or sub-license the whole and/or any part of our rights pursuant to this agreement to any company or individual.
10. We agree that we shall indemnify you up to a maximum of £ ..... in accordance with the terms and conditions of our insurance cover which by your signature you confirm you have received and understood against any liability loss claim or proceeding arising under statute or common law relating to the Film in respect of personal injury and/or death of any person and/or loss or damage to the Premises caused by negligence omission or default by this Company or any person for whom we are legally responsible at law provided that you notify us immediately in writing of any claim as soon as such claim comes to your attention and provided further that we assume the sole conduct of any proceedings arising from any such claim.
11. In consideration of the rights granted to us under this Agreement we undertake to pay to you the sum of ..... on .....
12. You warrant that you have full power and authority to enter into and to perform this Agreement. You undertake to indemnify us and to keep us fully indemnified from and against all actions proceedings costs claims and damages and demands howsoever arising in respect of any actual or alleged breach or non-performance by you of any or all of your undertakings warranties and obligations under this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of England and Wales the courts of which shall be courts of competent jurisdiction.

Yours faithfully

**Signed** ..... For and on behalf of the Company

I agree and confirm the above and agree to be bound by it.

**Signed** ..... For and on behalf of the Location Owner

## Licence for Existing Material Form

**From:** .....  
[name and address of organisation/individual producer producing the film]

**To:** ..... **Dated:** .....  
[name of rights owner and address]

Dear Sirs

**Title of Project:** ..... (the "Project")

**For the purposes of this letter, the "Material" shall mean** .....  
(description of material made available)

We write to confirm our agreement as follows:

1. You hereby grant to us and persons authorised by us the non-exclusive right in perpetuity to record, copy, reproduce, broadcast, transmit and perform all or part of the Material for and/or in connection with the production, exploitation, promotion and/or advertising of the Project throughout the world for the entire period of copyright in the Material and all extensions and renewals thereof by all means and in all media whether now known or hereafter discovered or developed.
2. You warrant that you are entitled to grant to us the rights referred to in paragraph 1 above and that the exercise of such rights will not (a) infringe the copyright or any other personal or property rights of any person or be in breach of any statute or regulation or (b) entitle any person to claim any payment from us or from any of our licensee or (c) any persons appearing in the Material have given their consents to enable us to make and exploit the Project in all manner and in all media throughout the world for the full period of copyright.
3. You agree to indemnify us against all and any costs, claims, expenses and liabilities (including, without limitation, legal fees and any sums paid on the advice of Counsel) resulting from breach by you of any of the agreements and/or warranties on your part contained in this agreement.
4. You will make available to us on request a .....  
[specify format in which a copy of the Material is to be made available eg digital still photographs].
5. In full consideration for all rights and benefits hereby granted we shall pay to you the sum of £ .....  
[at least £1 to make contract binding] receipt of which is hereby acknowledged).
6. We shall not be obliged to include the Material in the Project.
7. We shall be entitled to assign the benefit of this agreement to any third party but we shall remain liable to you for all of our obligations under this agreement.
8. This agreement shall be governed by and construed under the laws of England and Wales.

Yours faithfully

Read and agreed by

.....  
for and on behalf of

.....  
duly authorised for and on behalf of

.....  
Organisation/Individual Producer

.....  
licensor

## Composer Release Form

This agreement is made the ..... day of ..... 2015 between:

- i. [name of organisation] of [address ] ("the Commissioner") and
- ii. **either** [name of composer] of [address] ("the Composer")  
**or** [names of composers] of [address] and [address] respectively  
(jointly and severally referred to as "the Composer")

**Whereas** the Commissioner has been commissioned to produce a [series of] short film[s] under the Into Film Scheme with selected young people ("the Young People"). The Commissioner now wishes to engage the services of the Composer ("the Services") to work with the Young People to compose original music and/or lyrics ("the Music") and to record the Music ("the Sound Recording") for inclusion in the sound track of [one/all of] the[se] film[s] as detailed in the Essential Elements of the Film as detailed below.

**It is agreed as follows:**

Subject to the full execution of this Agreement and the standard conditions attached to this Agreement ("Standard Conditions") whose provisions and definitions are hereby incorporated into this Agreement, the Commissioner agrees to pay the Composer the Fee detailed in the Essential Elements of the Film to compose the Music and produce the Sound Recording.

In consideration of the Commissioner's undertakings the Composer:

- a. undertakes to perform and observe all the Composer's obligations and warranties in the Standard Conditions in relation to the Music and the Sound Recording; and
- b. grants and confirms to the Commissioner all rights required to be granted or confirmed in relation to the Music and the Sound Recording pursuant to the Standard Conditions; and
- c. acknowledges and confirms that the Composer has read and accepts the Standard Conditions which shall together with the Essential Elements of the Film set out below constitute a full binding legal agreement between the parties.

**Essential elements of the film**

- 1. **The Film:** Title(s) of film(s) .....  
Running time(s) .....  
Format of film(s) .....
- 2. **Duration of the Music:** between ..... and ..... minutes
- 3. **Workshop attendance:** ..... workshop sessions with the Young People of ..... hours in total as arranged with the Commissioner
- 4. **Fee:** As full and complete consideration for all services rendered and all rights and benefits granted and assigned under this Agreement, the Commissioner shall pay to the Composer a total of £ ..... as to £ ..... on signature of this Agreement and £ ..... on delivery and acceptance of the Delivery Material as detailed below. The Fee shall be inclusive of all the Composer's expenses in the execution of the Services but exclusive of Value Added Tax (if applicable).



- 5. **Delivery Material:** 1 master copy of the Music delivered on ..... format.
- 6. **Production Schedule:** Completion of Principal Photography .....  
Post Production ..... Delivery Date of the Delivery Material: no later than .....  
time being of the essence.
- 7. **Credit:** the Composer shall be accorded a credit on the Film substantially in the form "Composer  
[name of Composer] [in association with the young people of ..... ]"  
No inadvertent failure by the Commissioner to comply with the provisions of this clause and no failure  
of any third party to accord the Composer credit in accordance therewith shall constitute a breach of  
this agreement by the Commissioner and in no event shall the Composer be entitled by virtue of such  
failure to enjoin or restrain the distribution or exhibition of or advertising or publicity for the Film.

**Signed by** .....  
For and on behalf of the Commissioner

**Signed by** .....  
For and on behalf of the Composer

## IP Checklist

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Intellectual Property or IP refers to an original creation/design/idea that belongs to a person or group or people. This includes films, songs, books and designs.

The owner of a particular piece of IP has control over how their work is used and can expect to be rewarded for its use. This means that anyone who has a new creative or innovative idea then has the right to benefit from it.

When making your film, you should ensure that any material you use has been cleared for your use.

### Music

When selecting the music for your film, it is important that you only use tracks that you have permission to use. This will ensure that your film is compliant and can be screened publicly.

- Avoid using popular and commercial music because obtaining permission for its use can be costly and a lengthy process
- You need permission to use music even if it is just in the background so turn off radios and stereos. If filming outside of school, select a location where there is no music playing
- Use one of the many copyright free music libraries online (such as Incompetech or AudioMicro) that allow you to use a wide variety of music tracks in your school film projects.
- Make the most of your school's musical talents and compose your own music for your film
- Credit the copyright holder in the end credits of the film for any music used

### Still images and photographs

If you want to include images or photographs in your film to complement the video footage, it is important that you have permission to use them.

- Take your own photographs when in school or on location
- Use a copyright free image library online (such as dreamstime or freedigitalphotos). You can search for photographs across a wide range of categories
- Avoid close ups of posters, paintings or newspapers/magazines in your film
- Stills taken from a web search may not be copyright free so check the source website of photos before you decide to use it

### Video

You might have been provided with a range of archive clips already cleared for use in your film as part of a specific project. If you want to identify other video material yourself, make sure that you obtain permission for its use.

- If you identify video clips online, make sure that you obtain permission for its use before you include it in your film
- Use a copyright free video library online (such as Archive)
- Credit the copyright holder in the end credits of the film for any video clips used
- When filming, make sure that you do not capture any incidental video footage from televisions or computers in the shot

### Logos and branding

When conducting your interviews, it is important that you do not include any obvious branding or logos in your film.

- In advance of interviews, ask your subjects to wear neutral clothing, free of any branding or logos
- When selecting your locations for the shoot, check that there is no branding or logos from posters or advertisements in the shot
- Do not include close ups of branded items such as mobile phones or clothing