

Managing Media Production in the Age of Convergence

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“Creative License: Setting the Terms of Convergence”

Many of the pleasures of convergence culture come from a sense of increased creative collaboration and participation in media culture. Creative practitioners enter into productive relationships with formerly estranged counterparts in different industries, allowing multiplicative, decentralized content franchises to be newly imagined as integrated, authored wholes. Culturally and technologically empowered to augment and redistribute this content, consumers too have embraced key creative roles within this system. Frequently, these collaborative, participatory dynamics are negatively juxtaposed with more traditional licensing agreements—contractually formalized relationships in which one party leases property exploitation rights to another under limited terms of use in exchange for some remuneration. The top-down, bureaucratic nature of licensing (as well as perceptions of outsiders attempting to exploit or “cash in on” something they played no role in creating) hardly seems comparable to the grassroots, collaborative, and flexible models of co-creativity privileged by convergence culture. Yet in offering a formal means to manage the diverse creative nodes brought into productive relationship by convergence, licensing agreements have actually become increasingly integral to media culture—not less. Licensing answers the question of how collaboration, participation, and co-creativity might still be managed within convergence.

We could certainly problematize the perceived gulf between contemporary convergence and older licensing models, asking to what degree affirmations of increased creative collaboration might only be a marketing ploy. Prior to the release of the video game *Lost: Via Domus*, for example, press releases emphasized its collaborative production by citing the contributions of the television show’s “top dogs” to the game’s development. After release, however, those top dogs disavowed this input, and it became just another outside, ancillary work. The *Star Trek: Countdown* comic book similarly promised direct collaboration between film screenwriters (credited with the “story”) and comic writers (credited with the “script”), only to play down this cooperation following release. In both cases, it was industrial status as “licensed” work that allowed certain productions to be culturally reframed as illegitimate. Even if we take claims of truly collaborative convergence at face value, however, licensing continues to manage that co-production and set the terms of creative interaction. What creative rights do licensees have? With what representative of the licensor do they liaise on a production level? Who has the right to approve, veto, coordinate, and/or negotiate creative decisions? By subjecting these collaborative dynamics to contractual definition, licensing offers convergence a key mechanism for establishing hierarchies, formalizing power relations, and delimiting creative practices within convergence production networks. Thus, in managing the use of their comic book properties in new media markets, companies like Marvel Studios do not move away from licensing, but

instead rethink the terms of their licensing agreements to effect a “production-based licensing” model that formalizes greater licensor-licensee cooperation.

Convergence, of course, also operates at a grassroots level where consumers directly participate in the amateur production and distribution of culture from positions outside these industrial networks. While convergence empowers participatory audiences, those gamers, web surfers, iTunes users, and even Netflix subscribers have all nevertheless become party to “Terms of Use,” “End-User Licensing Agreements,” and other “I agree to the terms...” contracts to which ubiquitous check marks indicate their consent. While websites like NBC’s DunderMifflinInfinity.com allow viewers to role play and literally work as an employee in the world of *The Office*, that participatory relationship is formally prescribed by a user contract that imposes similar terms, hierarchies, and limitations of rights as those negotiated by professionally licensed users. With convergence promoting participation and co-production, licensing plays a continued managerial function within that complex nexus of creativity. Certainly not all participatory audiences respect license terms; but even then, understanding convergence means understanding the rejection of contracts to which users must often consent to participate at all.

The point here is not to understand convergence as mere continuity with previous industrial structures. Instead, licensing offers us a way of rethinking how production and consumption alike become sites of contractually formalized management in an age of convergence. Despite professional and amateur distinctions, licensing allows us to conceive of producers and consumers both as “users” whose creative activities are enabled and constrained in institutionally limited ways. With licensing literally setting the terms of convergence, media studies must ask how contractual structures govern co-creativity, and how those structures are negotiated in practice. One of the challenges, however, might be the licenses we negotiate in our own intellectual practice. My university, for example, has noted that my request to install *World of Warcraft* on campus for academic use in my classes violates the software’s Terms of Use, which offers a license “solely for your own non-commercial entertainment purposes.” As scholars, therefore, we need to understand not just how the creative use of media culture is managed by licensing—but also how our own potential examinations of it might be.