

WRITER'S COLLABORATION AGREEMENT*

AGREEMENT made at _____, California, by and between _____ and _____, hereinafter sometimes referred to as the "Parties".

The parties are about to write in collaboration an (original story) (treatment) (screenplay) _____ (other), based upon _____, hereinafter referred to as the "Work", and are desirous of establishing all their rights and obligations in and to said Work.

NOW, THEREFORE, in consideration of the execution of this Agreement, and the undertakings of the parties as hereinafter set forth, it is agreed as follows:

1. The parties shall collaborate in the writing of the Work and upon completion thereof shall be the joint owners of the Work (or shall own the Work in the following percentages: _____).

2. Upon completion of the Work it shall be registered with the Writers Guild of America, west, Inc. as the joint Work of the parties. If the Work shall be in form such as to qualify it for copyright, it shall be registered for such copyright in the name of both Parties, and each Party hereby designates the other as his attorney-in-fact to register such Work with the United States Copyright Office.

3. It is contemplated that the Work will be completed by not later than _____, provided, however, that failure to complete the Work by such date shall not be construed as a breach of this Agreement on the part of either party.

4. It is understood that _____ (both writers) is a/are/are not "professional writer(s)," as that term is defined in the WGA Basic Agreement.

(It is further understood by the Parties that _____ (and _____), in addition to writing services, shall perform the following additional functions in regard to the Work:

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5. If, prior to the completion of the Work, either Party shall voluntarily withdraw from the collaboration, then the other Party shall have the right to complete the Work alone or in conjunction with another collaborator or collaborators, and in such event the percentage of ownership, as hereinbefore provided in paragraph 1, shall be revised by mutual agreement in writing.

6. If, prior to the completion of the Work, there shall be a dispute of any kind with respect to the Work, then the parties may terminate this Collaboration Agreement by an instrument in writing, which shall be filed with the Writers Guild of America, west, Inc.

7. Any contract for the sale or other disposition of the Work, where the Work has been completed by the Parties in accordance herewith, shall require that the Work shall be attributed to the authors in the following manner:

8. Neither party shall sell, or otherwise voluntarily dispose of the Work, or his share therein, without the written consent of the other, which consent, however shall not be unreasonably withheld. (It is agreed that _____ is authorized to contract on behalf of the Parties without written consent of the other, on the condition that s/he negotiate no less than _____ for the work.)

9. It is acknowledged and agreed that _____ (and _____) shall be the exclusive agents of the Parties for the purposes of sale or other disposition of the Work or any rights therein. Each such agent shall represent the Parties at the following studios only:

X agent

Y agent

The aforementioned agent, or agents, shall have _____ period in which to sell or otherwise dispose of the Work, and if there shall be more than one agent, the aggregate commission for the sale or other disposition of the Work shall be limited to ten per cent (10%) and shall be equally divided among the agents hereinbefore designated.

If there shall be two or more agents, they shall be instructed to notify each other when they have begun negotiations for the sale or other disposition of the Work and of the terms thereof, and no agent shall conclude an agreement for the

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sale or other disposition of the Work unless he shall have first notified the other agents thereof. If there shall be a dispute among the agents as to the sale or other disposition of the Work by any of them, the matter shall immediately be referred to the Parties, who shall determine the matter for them.

10. Any and all expenses of any kind whatsoever which shall be incurred by either or both of the Parties in connection with the writing, registration or sale or other disposition of the Work shall be (shared jointly) (prorated in accordance with the percentages hereinbefore mentioned in paragraph 1).

11. All money or other things of value derived from the sale or other disposition of the Work shall be applied as follows:

- a. In payment of commissions, if any.
- b. In payment of any expenses or reimbursement of either Party for expenses paid in connection with the Work.
- c. To the Parties in the proportion of their ownership.

12. It is understood and agreed that for the purposes of this Agreement the Parties shall share hereunder, unless otherwise herein stated, the proceeds from the sale or any and all other disposition of the Work and the rights and licenses therein and with respect thereto, including but not limited to the following:

- a. Motion picture rights
- b. Sequel rights
- c. Remake rights
- d. Television film rights
- e. Television live rights
- f. Stage rights
- g. Radio rights
- h. Publication rights
- i. Interactive rights
- j. Merchandising rights

13. Should the Work be sold or otherwise disposed of and, as an incident thereto, the Parties be employed to revise the Work or write a screenplay based thereon, the total compensation provided for in such employment agreement shall be shared by them (jointly) (in the following proportion:

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If either Party shall be unavailable for the purposes of collaborating on such revision or screenplay, then the Party who is available shall be permitted to do such revision or screenplay and shall be entitled to the full amount of compensation in connection therewith, provided, however, that in such a case the purchase price shall remain fair and reasonable, and in no event shall the Party not available for the revision or screenplay receive less than _____% of the total selling price.

14. If either Party hereto shall desire to use the Work, or any right therein or with respect thereto, in any venture in which such Party shall have a financial interest, whether direct or indirect, the Party desiring so to do shall notify the other Party of that fact and shall afford such other Party the opportunity to participate in the venture in the proportion of such other Party's interest in the Work. If such other party shall be unwilling to participate in such venture, the Party desiring to proceed therein shall be required to pay such other Party an amount equal to that which such other Party would have received if the Work or right, as the case may be, intended to be so used had been sold to a disinterested person at the price at which the same shall last have been offered, or if it shall not have been offered, at its fair market value which, in the absence of mutual agreement of the Parties, shall be determined by mediation and/or arbitration in accordance with the regulations of the Writers Guild of America, west, Inc. if permissible pursuant to the WGAw Constitution.

15. This Agreement shall be executed in sufficient number of copies so that one fully executed copy may be, and shall be, delivered to each Party and to the Writers Guild of America, Inc. If any disputes shall arise concerning the interpretation or application of this Agreement, or the rights or liabilities of the Parties arising hereunder, such dispute shall be submitted to the Writers Guild of America, west, Inc. for arbitration in accordance with the arbitration procedures of the Guild, and the determination of the Guild's arbitration committee as to all such matters shall be conclusive and binding upon the Parties.

DATED this _____ day of _____, 20_____.

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