



**WRITERS GUILD
OF AMERICA WEST**

CONTRACTS DEPARTMENT

PH 323.782.4501 FAX 323.782.4707

As of _____

Re: " _____ " Podcast

Dear _____:

This Sideletter Agreement ("Agreement") is made between _____ (hereinafter "Company") and the Writers Guild of America, West, Inc., on behalf of itself and the Writers Guild of America, East, Inc., (collectively hereinafter "WGA"). The WGA acknowledges and accepts that the Company enters into this Agreement in connection with the audio-only series of podcasts currently entitled " _____ " (hereinafter referred to as the "Podcast"). This Agreement amends and supplements the current Writers Guild of America Theatrical and Television Basic Agreement ("MBA") and any subsequent MBA with respect to the Podcast only. All references to literary material in the MBA include original literary material written for the Podcast.

Recognition, Scope and Term of Agreement: Company is signatory to the MBA, and agrees to become signatory to each successor MBA should any writer be required to perform writing services on the Podcast within the term of such successor MBA. The Company has agreed to cover the employment of writers to write literary material and the acquisition of literary material for the Podcast under Paragraph 3 of the New Media Sideletter of the MBA, and, except as modified herein, all terms and conditions of the New Media Sideletter shall apply to the Podcast.

Credits: Writing credit on the Podcast must be given in parity with and accorded in the same size and style of type as the most prominent personal credit given to any other person receiving audio or visual credit on the Podcast. In addition, if any personal credit is accorded in advertising, publicity, or any other literature related to the Podcast, writing credit must also be given in parity therewith, including audio-only credits airing at the beginning, end, and at any time during each episode. In addition, the writer(s) of such literary material shall be credited on any and all derivative works based on Podcast. Such writing credit must either: (1) be given in parity with and accorded in the same size and style of type as the most prominent personal credit given to any other person receiving visual credit on the derivative of the Podcast, or (2) as provided under the MBA. Such writing credit obligation includes, but is not limited to, any motion picture adaptations in any medium based in whole or in part on Podcast.

Minimum Terms, No Reduction: The Company represents that each writer employed on the Podcast will earn no less than the minimum amount required to qualify for healthcare insurance.¹ All writers employed on the Podcast are employed on a non-exclusive basis. The

¹ <https://www.wgaplans.org/health/benefits/eligibility.html>

terms and conditions of this Agreement constitute minimum terms and conditions, and nothing herein shall be construed to prevent or restrict any writer on the Podcast from negotiating overscale or other more favorable terms with the Company. Additionally, the Company agrees that there shall be no reduction, as a result of this Agreement, in the terms and conditions of employment contained in any writer's personal services agreement already in effect as of the date of this Agreement.

Pension, Healthcare and Paid Parental Benefit Fund Contributions: The Company agrees to be bound by Articles 17 and 71 and the Trust Agreements and amendments thereto ("Trust Agreements") of the Producer-Writers Guild of America Pension Plan ("Pension Plan"), the Writers' Guild-Industry Health Fund ("Health Fund") and Paid Parental Benefit Fund, and by all actions of the plans' trustees pursuant to those Trust Agreements.

Separated Rights: Writer(s) of original literary material for the Podcast which is sold or written under this Agreement will retain all rights in the literary material other than the right to produce one or more podcasts based on the literary material as provided herein. Such rights retained by the writer(s) include, but are not limited to: (1) the "Television Rights" as defined in Article 16.B.2. of the MBA; and (2) the "Reserved Rights" as defined in Article 16.B.3.a. of the MBA, which provisions are incorporated herein by reference and apply to the Podcast. The rights retained by the writer pursuant to this paragraph are hereinafter referred to collectively as the "Podcast Reserved Rights."

Acquisition of Podcast Reserved Rights by Company: If at any time prior to the disposition or exploitation by writer of any of the Podcast Reserved Rights, Company shall wish to acquire any such right(s), it shall so notify the writer and the Guild, and the Guild shall meet with the Company for the purpose of negotiating the terms and conditions for acquisition of the right(s) sought to be acquired by the Company. It is agreed that the Guild will quote a price at which the rights desired to be acquired by the Company may be purchased. Company shall then have the right to acquire the rights in question for the price agreed upon as a result of such negotiations within 30 days from the completion thereof. If the Company shall fail to purchase at the lowest price offered by the Guild, the writer may thereafter sell such rights to any other person, firm or corporation at any price.

Reversion: If Company does not commence production of the Podcast within one year from the delivery of the final writing step called for under the Writer's agreement, then all right, title and interest in the literary material written for the Podcast and any revisions thereto, as well as any unexploited Podcast Reserved Rights acquired by Company pursuant to the procedure indicated in this Agreement, shall automatically revert to the Writer, and Company shall have no further interest therein. If at the time of reversion there is in existence a valid agreement for the exploitation of a Podcast Reserved Right, then such Podcast Reserved Right shall be deemed to have been exploited.

Right of First Negotiation: The writer(s) of literary material for the Podcast, will have a right of first negotiation to write all subsequent seasons of the Podcast, if any. In addition, the writer(s) of such literary material shall have a right of first negotiation with respect to any and all derivative works based on Podcast, including, but not limited to, motion picture adaptations in any medium based in whole or in part on Podcast.

Non-Precedential: This Agreement is non-precedential and non-citable except in an action to enforce its terms.

If the foregoing accurately sets forth our understanding, please sign in the space provided and return a signed electronic copy to the WGA [Contracts Department](#).

Sincerely,

AGREED AND ACCEPTED BY:

_____ Date: _____

Signed: _____