

What Every Producer Needs to Know

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What Every Producer Needs to Know

Introduction

The purpose of this guide is to provide Companies with a basic knowledge of the minimum provisions of the WGA Theatrical and Television Basic Agreement ["MBA"]. It is not a substitute for the MBA and is not intended to and it does not alter the provisions of the MBA in any way. In the event anything herein contradicts the MBA, the MBA controls.

You may wish to use this Guide for reference when employing writers or purchasing material. Please call the WGAW's Contracts Department at (323) 782-4501 or the WGAE's Television Contracts Department at (212) 767-7837 if you have any questions.

WGA jurisdiction includes all employment by a signatory Company for writing services, options or sales of literary material by "professional writers" to a signatory Company, and options or sales by writers the Company agrees to treat as "professional writers" as that term is defined in the MBA. Please call the WGAW's Contracts Department at (323) 782-4501 or the WGAE's Television Contracts Department at (212) 767-7837 if you have any questions.

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What Every Producer Needs to Know

PART I: Long-Form Television and Pilots¹

Prior to Commencement

1. Specific Terms

Before instructing the writer to commence services, specify the writing services he or she is to perform and clarify the number of steps and the amount of money to be paid for each step. (Article 13.B.7.) For example, establish up front if the writer will be asked to write a separate story or if the writer will go directly to teleplay.

2. Deal Negotiated

Ensure the deal is in place before instructing the writer to commence writing services. Do not instruct the writer to start writing (or allow anyone else to) if the deal is not clearly in place (i.e., if the parties have not agreed on essential deal points). If a representative of the Company with actual or apparent authority instructs the writer to start writing or if such person accepts material from the writer, the Company acknowledges that all conditions precedent have been met and the writer must be paid. List the conditions precedent which must be satisfied before a writer may start writing and attach the list as a cover sheet to the document memorializing the writer's deal. (Article 13.B.)

3. Errors and Omissions

Make sure the writer is covered under the Errors & Omissions policy for the project. (Article 28)

4. Payment for Commencement

Once a Company representative has instructed the writer to commence services, ensure all necessary paperwork is complete so that the writer is timely paid commencement money. Payment for commencement must be made no later than the next regular payday in the week following the week in which the writer is instructed to commence. Commencement fees may be a negotiated overscale amount but in no event less than WGA minimum. (Article 13.B.7.f.)

5. Speculative Writing

Do not ask a writer to perform any services and condition payment on acceptance or approval of the material, receipt of financing, or any event other than the actual performance of writing services. This is prohibited "speculative writing." (Article 20.B.) When discussing potential employment, writers must meet with representatives empowered by the Company to make the final creative decision to hire writers. Two meetings at the request of the Company constitute a story commitment and the writer must be paid for that story at the applicable minimum compensation. (Article 20.B.)

6. Other Writers

Notify the currently-employed writer of any other writer who previously wrote on the project. Notify the currently-employed writer of any other writers hired to write simultaneously. (Article 18) [See also #21 below.] When a writer is invited to pitch or to be interviewed concerning possible

¹ The MBA obligations discussed in this section apply to long-form television motion pictures and pilots produced for free television, basic cable, pay television, direct-to-videocassette/dvd, and new media.

employment, inform the writer of the approximate number of other writers you are considering for the project. Inform the writer of any materials upon which the work is to be based.

7. Delivery of Materials

The writer's contract must include the name(s) of the person(s) who can authorize the writer to write. Similarly, the writer's contract must identify the name of the person to whom the writer is to deliver the literary material and the location where the delivery is to be made. If any of these elements change, notify the writer and the Guild in writing. (Article 13.B.9.)

8. Writer Meetings

Give the writer the opportunity to meet with the producer to have a meaningful discussion concerning the translation of the writer's vision to the screen. Arrange a meeting between the writer and director upon the assignment of the director. (Article 48) Shortly after a director is assigned to a long-form television motion picture based on an existing teleplay, the executive producer and director must meet with the currently-employed writer (or, if there is no currently-employed writer, a previously-employed writer of the Company's choosing), to share their understanding of the creative thrust of the script. (Appendix E: Writer-Director Collaboration – Television)

9. Guild Copies

Send a copy of the writer's contract (and any amendments) to the Contracts Department, WGAW, 7000 West Third Street, Los Angeles, CA 90048 or to the Contracts Department, WGAE, 250 Hudson Street, New York, NY 10015. (Article 19)

While Services Are Performed

10. Worklists

Send weekly worklists listing all writers employed and all writers from whom literary material was acquired to both the WGAW's Membership Department at 7000 West Third Street, Los Angeles, CA 90048 and to the WGAE's Membership Department at 250 Hudson Street, New York, NY 10015. (Article 3)

11. Pension and Health

Send pension contributions of 8.5% (7% for pilots and the first season of any one-hour series) of compensation for employment services (and sales when combined with employment) to the Producer-Writers Guild Pension Plan, and health contributions of 11% (11.5% effective 5/2/19) of such compensation to the Writers Guild-Industry Health Fund. (Article 17) [Note: The Pension Plan and Health Fund are separate from the WGA. Requests for employer reporting forms and questions regarding the Plan and Fund should be directed to their offices at (818) 846-1015, www.wgaplans.org or 2900 W Alameda Ave #1100, Burbank, CA 91505.]

12. Payment on Delivery

Once the writer delivers a step, pay the greater of the negotiated compensation or the applicable MBA minimum. Payment must be made within 48 hours of delivery of the literary material. A late payment penalty of 1.5% per month on all due and unpaid compensation will accrue immediately following 7 days after delivery. If the writer was originally hired to write on a low budget television project and the budget later increases, confirm compensation still meets or exceeds the MBA minimum applicable to the new budget level. (Article 13.B.9.) If it does not, the writer must be paid additional compensation to meet or exceed the applicable minimum for the new budget.

13. Producer Notes

Ensure the writer is given clear notes (preferably a single set) and, when possible, in advance of any meetings to discuss the notes.

14. Purchase of Original Material and First Rewrite

Offer the first rewrite to the writer from whom an original teleplay has been optioned or purchased. (Article 16.B.3.h.)

15. Cover Page

During the development phase of a television motion picture (e.g., when submissions to actors or directors are being made), the name of the first writer must appear on the cover page, followed by the name of the writer of the current draft (under the heading "current revisions"). Upon commencement of pre-production, all writers must be listed. The name of the initial writer must be listed first, followed by the word "revisions" preceding the names of all subsequent writers. Once writing credits are determined, only the names of credited writers appear on the cover page. (Article 37)

16. No Uncompensated Writing

Pay for each piece of material requested and delivered. Do not request or expect uncompensated rewrites or polishes. (Article 9, Article 13.B.1.)

17. Delivery to Person(s) Listed in Contract

Do not request or encourage the writer to deliver literary material to anyone except the person(s) named in the writer's contract. (Article 13.B.9.) Instruct employees not to accept delivery if not authorized to do so.

18. Cast Readings

Invite the currently employed writer to the first cast reading. The director, and the executive producer if he or she is present and/or available, should meet with the writer to ensure that any comments the writer would like to make about the reading are shared privately. (Appendix E: Writer-Director Collaboration – Television)

19. Set Visits

The writer has a right to visit the set and to bring a reasonable number of guests. If a writer requests a set visit, the Company should arrange for a visit at an appropriate time. The director retains discretion to approve any such visit because of the nature of the material being shot, confidentiality considerations, personal dynamics of the cast or other key personnel, or for a variety of other reasons. (Appendix E: Writer-Director Collaboration – Television)

20. Call Sheets and Staff Directories or Crew Lists

The Company must list up to three writers or writing teams on the call sheet adjacent to the director or producer (s). In addition, the currently employed writer (or, if there is no currently employed writer, any previously employed writer of the company's choice) must be provided with a copy of the daily call sheet. All participating writers of long-form television motion pictures must be listed in staff directories/crew lists. (Article 48)

21. Subsequent Writers

Notify in writing all participating writers of the name(s) of any subsequent writer(s) within a reasonable time after employment of each subsequent writer. (Article 18)

Prior to Principal Photography

22. Financial Assurances

The WGA is entitled to financial assurances with respect to the Picture to secure the performance of obligations relating to the Picture. In the case of Pictures on which employees covered under the DGA and/or SAG-AFTRA Basic Agreement are employed, the WGA's security interest will attach at the same time and in the same form as the security interest furnished to SAG-AFTRA and/or DGA. The DGA and SAG-AFTRA work cooperatively with the WGA in obtaining the required financial assurances for WGA's benefit as a convenience to the producer community and to better ensure uniformity with respect to the provision of financial assurances to the above-the-line guilds including, but not limited to, security agreements, inter-creditor agreements, subordination agreements, guaranty agreements, a residuals reserve or a collection account management agreement. If you have any questions relating to financial assurances please contact the Signatories Department at (323) 782-4514. (Article 47)

Upon Completion of Principal Photography

23. Notice of Tentative Writing Credits

Send completed Notice of Tentative Writing Credits and a copy of the Final Shooting Script to all participating writers on the project and the Guild. Participating writers are writers who were employed to perform writing services or who sold material under WGA jurisdiction for the project. The Company must list on the Notice the names of all participating writers and propose the writing credit the Company in good faith believes to be an accurate credit. (The Notice should be sent directly to the writer or the writer's designated representative.) (Paragraph 11 of Television Schedule A) In the event of a credit arbitration, send three copies of all literary material to the Guild. (Paragraph 15 of Television Schedule A.)

24. Cast/Crew Events

The Company must invite all participating writers to cast/crew events. (Article 48)

25. Viewing the Cut

All participating writers have the right to view a cut of the film. The Company must invite all participating writers to view the director's cut within 48 hours of the Company's viewing. If, in lieu of a viewing, the Company is provided with a DVD/videocassette copy of the cut, all participating writers must also receive a DVD/videocassette copy of the cut. For television pilots, the Company must invite all participating writers to view the final director's cut or a subsequent cut prior to the final cut of the motion picture. The viewing of the cut must be in sufficient time for the writers to offer editing suggestions which, if approved, could be effectively implemented. (Article 48)

26. Sneak Previews

Each credited writer must be invited to the first sneak preview held in Los Angeles County, if any. (Article 48)

27. Publicity and Promotion

The credited writer(s) must be included in all publicity if the director or producer is included. A filmography for the credited writers must also be included in standard print and electronic press

kits, the domestic version of the laser disc or DVD, or internet web page dedicated to the motion picture, if one is included for the director. (Each participating writer will provide a filmography to the Company's advertising/publicity department.) The credited writers must be interviewed for the purpose of including material about the writers in press kits, DVDs or laserdiscs, unless notified otherwise by the Company. (Television Schedule A)

28. Advertising

The Company generally must include the Guild-determined writing credit (prior to the final determination of credit, the Company must include the good faith credits) in all publicity and advertising where the director or any producer is included. (Television Schedule A)

After the Film Is Released

29. Videocassette/DVD

The Company must furnish the credited writers with a videocassette and DVD of the film, if manufactured for sale. (Article 48.K.)

30. Residuals

Pay appropriate residuals as the film is released to various markets (free television, pay television, basic cable, videocassette or DVD, theatrical release, video games, new media, etc.). (Articles 15, 16, 51, 58, 64, and Sideletter on Exhibition of Motion Pictures Transmitted Via New Media)

31. Licensing and Assumption Agreements

If the project is sold or licensed to another company, complete appropriate distribution or buyer's assumption agreements and send copies to WGAW Signatories Department at 7000 W. Third Street, Los Angeles, CA 90048 or the WGAE Signatories Department at 250 Hudson Street, New York, NY 10015.

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WGA jurisdiction includes all employment by a signatory Company for writing services, options or sales of literary material by "professional writers" to a signatory Company, and options or sales by writers the Company agrees to treat as "professional writers" as that term is defined in the MBA. Please call the WGAW Contracts Department at (323) 782-4501 or the WGAE Screen Contracts Department at (212) 767-7803 if you have any questions.

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What Every Producer Needs to Know

PART II: Theatrical Motion Pictures

Prior to Commencement

1. Specific Terms

Before instructing the writer to commence services, specify what writing services he or she is to perform and clarify the number of steps and the amount of money to be paid for each step. (Article 13.A.1.) For example, establish up front if the writer will be asked to write a separate story or if the writer will go directly to screenplay.

2. Deal Negotiated

Ensure the deal is in place before instructing the writer to commence writing services. Do not instruct the writer to start writing (or allow anyone else to) if the deal is not clearly in place (i.e., if the parties have not agreed to the essential deal points). If a representative of the Company with actual or apparent authority instructs the writer to start writing or if such person accepts material from the writer, the Company acknowledges that all conditions precedent have been met and the writer must be paid. List the conditions precedent which must be satisfied before a writer may start writing and attach the list as a cover sheet to the document memorializing the writer's deal. (Article 13.A.)

3. Errors and Omissions

Make sure the writer is covered under the Errors & Omissions policy for the project. (Article 28)

4. Payment for Commencement

Once a Company representative has instructed the writer to commence services, ensure all necessary paperwork is complete so that the writer is timely paid commencement money. Payment for commencement must be made no later than the next regular payday in the week following the week in which the writer is instructed to commence. Commencement fees may be the negotiated overscale amount but in no event less than WGA minimum. (Article 13.A.3.)

5. Speculative Writing

Do not ask a writer to perform any services and condition payment on acceptance or approval of the material, receipt of financing, or any event other than the actual performance of writing services. This is prohibited "speculative writing." (Article 20.A.)

6. Other Writers

Notify the currently-employed writer of any other writer who previously wrote on the project. Notify the currently-employed writer of any other writers hired to write simultaneously. (Article 18) [See also #21 below.]

7. Delivery of Materials

The writer's contract must include the name(s) of the person(s) who can authorize the writer to write. Similarly, the writer's contract must identify the name of the person to whom the writer is to deliver the literary material and the location of where the delivery is to be made. If any of these elements change, notify the writer and the Guild in writing. (Article 13.A.14.)

8. Writer Meetings

Give the writer the opportunity to meet with the producer to have a meaningful discussion concerning the translation of the writer's vision to the screen. Arrange a meeting between the writer and director upon the assignment of the director. (Article 48) Shortly after a director is assigned to a film based on an existing screenplay, the director shall meet with the currently-employed writer (or, if there is no currently-employed writer, a previously-employed writer of the Company's choosing). (Appendix D: Writer-Director Collaboration – Theatrical)

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Send a copy of the writer's contract (and any amendments) to the WGAW Contracts Department, 7000 West Third Street, Los Angeles, CA 90048 or the WGAE Contracts Department, 250 Hudson Street, New York, NY 10015. (Article 19)

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13. Producer Notes

Ensure the writer is given clear notes (preferably a single set) and, when possible, in advance of any meetings to discuss the notes.

14. Purchase of Original Material and First Rewrite

Offer the first rewrite to the writer from whom an original screenplay has been optioned or purchased. If no other writer has been hired and there is a changed element (e.g., new director or principal performer), offer the original writer one additional set of revisions. (Article 16.A.3.c.)

15. Cover Page

During the development phase of a theatrical motion picture (e.g., when submissions to actors or directors are being made), the name of the first writer must appear on the cover page, followed by the name of the writer of the current draft (under the heading "current revisions"). Upon commencement of pre-production, all writers must be listed. The name of the initial writer must be listed first, followed by the word "revisions" preceding the names of all subsequent writers. Once writing credits are determined, only the names of credited writers appear on the cover page. (Article 37)

16. No Uncompensated Writing

Pay for each piece of material requested and delivered. Do not request or expect uncompensated rewrites or polishes. (Article 9, Article 13.A.1.)

17. Delivery to Person(s) Listed in Contract

Do not request or encourage the writer to deliver literary material to anyone other than the person(s) named in the writer's contract. (Article 13.A.14.) Instruct employees not to accept delivery if not authorized to do so.

18. Cast Readings

Invite the currently employed writer to the first cast reading. When the writer attends the first cast reading, any comments the writer has should be made to the director privately. (Appendix D: Writer-Director Collaboration – Theatrical)

19. Set Visits

The writer has a right to visit the set and to bring a reasonable number of guests. If a writer requests a set visit, the Company should arrange for a visit at an appropriate time. The director retains discretion to approve any such visit because of the nature of the material being shot, confidentiality considerations, personal dynamics of the cast or other key personnel, or for a variety of other reasons. (Appendix D: Writer-Director Collaboration – Theatrical)

20. Call Sheets and Staff Directories or Crew Lists

The Company must list up to three writers or writing teams on the call sheet adjacent to the director or producer(s). In addition, the currently employed writer (or, if there is no currently employed writer, any previously employed writer of the company's choice) must be provided with a copy of the daily call sheet. All participating writers of theatrical motion pictures will be listed in staff directories/crew lists. (Article 48)

21. Subsequent Writers

If requested by the writer, provide written notice of any subsequent writers. (Article 18)

Prior to Principal Photography

22. Financial Assurances

The WGA is entitled to financial assurances with respect to the Picture to secure the performance of obligations relating to the Picture. In the case of Pictures on which employees covered under the DGA and/or SAG-AFTRA Basic Agreement are employed, the WGA's security interest will attach at the same time and in the same form as the security interest furnished to SAG-AFTRA and/or DGA. The DGA and SAG-AFTRA work cooperatively with the WGA in obtaining the required financial assurances for WGA's benefit as a convenience to the producer community and to better ensure uniformity with respect to the provision of financial assurances to the above-the-line guilds including, but not limited to, security agreements, inter-creditor agreements, subordination agreements, guaranty agreements, a residuals reserve or a collection account management agreement. If you have any questions relating to financial assurances please contact the Signatories Department at (323) 782-4514. (Article 47)

Upon Completion of Principal Photography

23. Notice of Tentative Writing Credits

Send completed Notice of Tentative Writing Credits and a copy of the Final Shooting Script to all participating writers on the project and the Guild. Participating writers are writers who were employed to perform writing services or who sold material under WGA jurisdiction for the project. The Company must list on the Notice the names of all participating writers and propose the writing credit the Company in good faith believes to be an accurate credit. (The Notice should be sent directly to the writer or the writer's designated representative.) (Paragraph 11 of Theatrical Schedule A) In the event of a credit arbitration, send three copies of all literary material to the Guild. (Paragraph 18 of Theatrical Schedule A)

24. Main and End Titles

The Company must submit to the Guild for approval the main and end titles for a film prior to prints being struck. (Theatrical Schedule A)

25. Cast/Crew Events

The Company must invite all participating writers to cast/crew events. (Article 48)

26. Viewing the Cut

All participating writers have the right to view a cut of the film. For theatrical motion pictures, each participating writer has the right to a "Writer's Viewing Period." Although the scheduling of this viewing period remains in the hands of the Company, the MBA guarantees that the viewing period shall occur in sufficient time to allow the writer's suggestions to be implemented, if approved. (Article 48)

27. Sneak Previews

Each credited writer must be invited to the first sneak preview held in Los Angeles County, if any. (Article 48)

28. Publicity and Promotion

The credited writer(s) must be included in all publicity if the director or producer is included. A filmography for the credited writers must also be included in standard print and electronic press

kits, the domestic version of the laser disc or DVD, or internet web page dedicated to the motion picture, if one is included for the director. (Each participating writer is required to provide a filmography to the Company's advertising/publicity department.) The credited writers must be interviewed for the purpose of including material about the writers in press kits, DVDs or laserdiscs, unless notified otherwise by the Company. (Theatrical Schedule A)

29. Premieres, Press Junkets and Film Festivals

The credited writer(s) of a theatrical motion picture must be invited to attend the domestic premiere of their picture or the domestic film festival at which their film is first exhibited and the press junket, unless notified otherwise by the Company. The Company must furnish first class transportation and accommodations to the writer if the writer is required to travel more than 150 miles to attend the premiere or festival. For press junkets, the Company is required to pay for first class transportation and accommodations for no more than two (2) such individuals. (Article 48)

30. Novelizations

If the Company wishes a novelization to be published prior to the credits becoming final, notify the Guild prior to entering into any publication deal to have the Guild name the negotiating writer. (Article 16.A.3.a.(3)) The Company must include all writing credits in any published version of the screenplay or novelization of the screenplay. (Theatrical Schedule A)

31. Advertising

All advertising must be submitted to the Guild for approval prior to distribution of such advertising. The Company generally must include the Guild-determined writing credit (prior to the final determination of credit, the Company must include the good faith credits) in all publicity and advertising where the director or any producer is included. (Theatrical Schedule A)

After the Film Is Released

32. Videocassette/DVD

The Company must furnish at no cost, a videocassette or DVD of the film to the credited writers of a theatrical motion picture, if manufactured for sale. (Article 48.B.5.)

33. Residuals

Pay appropriate residuals as the film is released to various markets (free television, pay television, basic cable, videocassette or DVD, video games, new media, etc.). (Articles 15, 16, 51, 58, 64, Sideletter on Exhibition of Motion Pictures Transmitted Via New Media)

34. Licensing and Assumption Agreements

If the project is sold or licensed to another company, complete appropriate distribution or buyer's assumption agreements and send copies to WGAW Signatories Department at 7000 W. Third Street, Los Angeles, CA 90048 or the WGAE Signatories Department at 250 Hudson Street, New York, NY 10015.

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