



Comparison of Credit Rules and Credit Arbitration Procedures of Members of the International Affiliation of Writers Guilds

This document is for information purposes only. Any questions or disputes should be referred to the relevant guild or union.

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I. IAWG SCREENWRITING & TV CREDITS AGREEMENT

Agreement entered into this 23rd day of September, 1998

The purpose of this Screenwriting & TV Credits Agreement is to establish procedures and to resolve differences among the signatories to the International Affiliation of Writers Guilds Affiliation Agreement as to the determination of writing credits on a theatrical motion picture or TV drama where the collective bargaining agreements of any two such Guilds may be involved (e.g. by reason of the engagement of writers under two of such Guilds' respective collective agreements). We have agreed as follows:

1. a) If the Producer has its principal place of business for the production of the film in country A and the first writer is engaged or literary material is acquired pursuant to the Basic Agreement of the Guild in country A, then the Guild in country A will conduct the arbitration.
 - b) If the Producer has its principal place of business for the production of the film in country A and the first writer is engaged or literary material is acquired pursuant to the Basic Agreement of the Guild in country B, then the Guild in country B will conduct the arbitration, but the Guild in country B may request the Guild in country A to conduct the arbitration and the Guild in country A will accede to such request.
 - c) In the event that the basic agreement of one of the member Guilds involved does not include credit arbitration provisions but the other Guild's basic agreement does, then the member Guild with the credit arbitration provisions will conduct the arbitration.
2. That existing screenplay/TV credits "Written By", "Screenplay By", "Story By", and "Screen Story By" continue to be awarded in any international credit arbitration as they are now in the respective agreements and credits manuals. In the case of any other credit, the credit agreement and manual of the Guild whose basic agreement applies to the services of the first writer will apply.
 3. That each Guild must annually file with each other Guild its master list of credit arbitrators; and the right of any writer to any reasonable number of challenges to the list of another Guild shall be guaranteed. As in all aspects of credit arbitration, any challenges shall remain confidential.
 4. The Member Guilds shall use their best efforts to keep one another advised on any available information regarding employment of writers or acquisition of material that would be subject to this Agreement.

II. DEFINITIONS

Concept

WGC

Concept means the written presentation of an idea for a Series or single Television Production (other than for a Television Movie or Mini-Series) describing the central premise, characters, setting and format. It shall also include a working title and date of submission. Genre, style, general appeal, target audience, and central story idea may not be provided but in the case of a Series, sample story ideas shall not be required (see Bible). A Concept need not exceed 1250 words (five (5) pages double-spaced).

Episodic Series/Series

WGA

Episodic Series

An episodic series is a series of programs each of which contains a separate complete story with a character or characters common to each of the programs in the series, provided, however, that such series shall still remain an episodic series even though a multi-part closed-end story is utilized in the series.

WGC

Series

Series means a series of episodes, each complete in itself held together by the same title or identifying device, common to all the programs in the series, or main characters common to many or all of the episodes.

WGGB

Television Series and Serials

Two or more television productions made in succession each either with a character or characters common to each, all having either a continuous theme and/or basic format or situation.

Film/Feature Film

AWG

Film means any program to which the provisions of the credits manual apply.

WGC

Feature Film

Feature Film means a film of sixty (60) minutes or more in length intended initially for theatrical distribution.

Feature Film Script

Feature Film Script (Screenplay) means a fully written work for a Feature Film in screen terms, embodying individual scenes, full dialogue and/or monologue, narration (if required) and any other description of details necessary to facilitate production.

WGGB

Film means any screen representation to which the provisions of this Agreement apply.

Final Script

WGA

Not defined, however within other definitions, final script refers to written material “**as represented on the screen**”.

AWG

Final Script means the final script of a film as **delivered** and includes any changes made thereto during the making of such film.

WGC

Final Script means the final script of a program as **produced** and includes any changes made during production.

WGGB

Principal Photography Script

The approved and finally accepted version of a shooting script for principal photography with individual scenes, and full dialogue incorporating all alterations and amendments required by the Associate.

Format versus Bible

WGA

Format

The term “format” as defined in the MBA means a written presentation consisting of the following:

a. As to a serial or episodic series, such format sets forth the framework within which the central running characters will operate and which framework is intended to be repeated in each episode; the setting, theme, premise or general story line of the proposed serial or episodic series; and the central running characters which are distinct and identifiable, including detailed characterizations and the interplay of such characters. It also may include one or more suggested story lines for individual episodes.

Bible

b. As to a multi-part series telling a complete story such as “Rich Man, Poor Man” (Book I) or “Roots” or a prime time serial, such as “Executive Suite,” such format as described in (a) above

shall be called a “**bible**” if, in addition and at the request or upon the instructions of the Company, it contains all of the following characteristics and requirements:

i) It is in much greater detail than a traditional format, and includes the context, framework, and central premises, themes and progression of the multi-part series or serial.

ii) It sets forth a detailed overall story development for the multi-part series or for the first broadcast season of the serial (or such lesser period as may be contracted for with the writer) and includes detailed story lines for (A) all of the projected episodes of the multi-part series or (B) most of the projected episodes for the first broadcast season of the serial (or such lesser period as may be contracted for with the writer).

iii) The characters must be not only distinct and identifiable, but must be set forth with detailed descriptions and characterizations.

c. Except as to minimum compensation and reversion, a “bible” is a format for all other purposes.

d. As to a unit (anthology) series, a format means a written presentation consisting of the following: a detailed description of the concept of the proposed series; the context and continuing framework intended to be repeated in each episode; and the central premises, themes, setting (locale, time, etc.), flavor, mood, style and attitude of the proposed series; and it may include suggested story lines for several of the projected episodes.

WGC

Format

No definition for Format and no distinction for multi-part series. The WGC does have a definition for “Concept” which applies to a multi-part series, defined as a Mini-Series.

Bible

Bible means a written guide for a Series describing the central premise, story and characters, the setting, format, genre, style, themes and continuing elements. It may include detailed characterizations and describe the interplay among the principal and recurring characters. Character and story arcs, story line and dialogue examples and production requirements may also be included.

Literary/Script Material

WGA, NZWG

Literary Material

Literary Material is written material and shall include stories, adaptations, treatments, original treatments, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plots, outlines, narrative synopses, routines, and narrations, and, for use in the production of television film, formats.

WGC

Script Material

Script Material means any material covered by (the IPA) and includes Book/Libretto, Continuity, Documentary Script, Draft Script, Narration, Narration Script, Outline, Polish, Rewrite, Screen Story, Script, Story, and Treatment for use in any form of production covered by (the IPA).

Mini-Series

WGA

Not formally defined, but referred to as a series of not more than eight (8) episodes in the production season.

WGC

Mini-Series means a single dramatic program of pre-determined length intended for broadcast in segments. A Mini-Series has a story line beginning in the first segment and concluding in the last.

Narration

WGA, NZWG

The term "narration" means material used (typically off-camera) to explain or relate sequence or action (excluding promos or trailers).

WGC

Narration means material used (typically off-camera) to explain or relate sequences or action.

Narration Script for a Documentary

Narration Script for a Documentary means a Script written at the assembly stage or later, to be read by one or more narrators, voice over or on camera, which may include pre-recorded improvised voice tracks.

Participant

WGA

A writer who has participated in the writing of a teleplay, screenplay, or of the story (other than source material) or a writer who has been employed by the Company on the story and/or teleplay or screenplay, or who has sold or licensed literary material subject to this Basic Agreement, shall be considered a participant.

As a participant, the writer shall be entitled to participate in the procedure for determination of screen credits. In addition, in the case of a remake, any writer who has received credit under (the MBA) for story or screenplay or teleplay in connection with a prior version of the motion picture previously produced for theatrical release, for free television or basic cable exhibition or for pay television or the videocassette/videodisc market shall also be considered a participant.

WGC

For the purposes of credit arbitration, a "participating writer" shall be any person:

- a) engaged by the Producer (or predecessor of the Producer); or
- b) who has had Script Material acquired or purchased by the Producer (or predecessor of the Producer); or
- c) whose Script Material has been provided by the Producer (or predecessor of the Producer) to subsequent Writers engaged on the same program; or

d) whose Script Material can be seen to be reasonably connected to the program and whose Script Material becomes subject to the credit arbitration process.

If there is any uncertainty or dispute as to whether an individual fits the criteria for “participating writer”, the Guild’s Credit Committee will be consulted for a ruling which shall be final and binding on the parties. *IPA A930*

Possessive Credit(s)

WGA

The term “possessive credits” refers to such credits as are generally regarded as such in the film and television industry and which attribute, impute and/or which could be reasonably construed to credit a person with the authorship of a film. It is understood that the term “possessive credits” does not include any forms of writing or source material credits. Examples of such credits are:

“A Film By”

“Pat Brown’s [title of film]”

“A Robin Smith Film”

Writers Guild Objections to Possessive Credits

Since its founding, the Writers Guild has opposed the use of the so-called “possessive credit” on screen and in advertising and promotion when used to refer to a person who is not the sole author of the screenplay.

The Guild’s historic, current and ongoing opposition is based upon beliefs and principles which include the following:

- Credits should, as far as possible, accurately reflect each individual’s contribution.
- The granting of a possessive credit to a person who has not both written and directed a given motion picture inaccurately imputes sole or preeminent authorship.
- The proliferation of the number of unnecessary credits on screen and in advertising devalues credits in general.
- The widespread use of the credit denigrates the creative contributions of others. *MBA Preamble*

Presentation/Production Credit

WGC

Where a credited Writer is also a director or producer of a program, s/he may receive the following presentation credit “A Film by”. *IPA A911*

WGC, WGGB

References contained herein to the credit accorded to the Director of the Film are limited to the Director’s credit as Director and do not extend to any ‘production’ or ‘presentation’ credit which may be accorded to him. *WGC IPA A948, WGGB Screenwriting Credits Agreement 9*

Screen Story

WGA, NZWG

Credit for story authorship in the form “Screen Story by” is appropriate when the screenplay is **based upon source material and a story**, as those terms are defined above, and the story is substantially new or different from the source material.

AWG

Screen Story means any written material **based on source material** used in the development of a script representing a contribution distinct from the script and consisting of basic narrative, idea, theme or outline indicating character development and action.

WGC

Screen Story means written narrative material **contracted under this Agreement** for a Television Production, **based on Source Material**, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Screen Story (except to the extent necessary to show characterization), or (b) prepare the Screen Story in the form of an Outline. There is no differentiation between Story or Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline. In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment.

WGGB

Screen Story means any written material **based on or adapted from Source material** used in the development of a Screenplay representing a contribution distinct from the Screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action.

Screenplay

WGA, NZWG

A screenplay consists of individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario and dialogue as shall be used in, and represent substantial contributions to the final script.

AWG

The term ‘screenplay’ means the final script (**as represented on the screen**) with individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario, dialogue, and added dialogue as will be used in and represent substantial contributions to the final script.

WGC

Called Feature Film Script

Feature Film Script (Screenplay) means a **fully written work for a Feature Film in screen terms**, embodying individual scenes, full dialogue and/or monologue, narration (if required) and any other description of details necessary to facilitate production.

WGGB

Screenplay means the **final pre-shooting script of a Film** and includes any changes made thereto during the shooting of any such Film.

Source Material

WGA, NZWG

Source material is all material, other than story as hereinafter defined, upon which the story and/or screenplay (or teleplay) is based.

This means that source material is material assigned to the writer which was previously published or exploited and upon which the writer's work is to be based (e.g., a novel, a produced play or series of published articles), or any other material written outside of the Guild's jurisdiction (e.g., literary material purchased from a non-professional writer).

Illustrative examples of source material credits are: "From a Play by", "From a Novel by", "Based upon a Story by", "From a series of articles by", "Based upon a Screenplay by" or other appropriate wording indicating the form in which such source material is acquired. Research material is not considered source material.

AWG

Source Material is any material which was **not written specifically for the film** but which becomes the basis for a script or a screen story, eg novel, play, short story, purchased story, biography, a series of articles etc.

WGC

Source Material means any material which was **not written specifically for a program** or Feature Film but which becomes the basis for a Script or Screen Story.

WGGB

Source Material is any material which was **not written specifically for a Film** but which becomes the basis for the Screenplay or the Screen Story.

Story

WGA

The term "story" means all writing covered by the provisions of the Minimum Basic Agreement representing a contribution "distinct from screenplay (or teleplay) and consisting of basic narrative, idea, theme or outline indicating character development and action."

A story may be written in story form or may be contained within other literary material, such as a treatment or a screenplay, for purposes of receiving a "Story by" credit.

AWG

Story means any written material not based on source material used in the development of a script representing a substantial contribution distinct from the script and consisting of basic narrative, idea, theme or outline indicating character development and action.

NZWG

The term “story” means all writing on a script as distinct from the screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action.

WGC

Story means written narrative material contracted under (the IPA) for a Television Production, not based on Source Material, consisting of the basic narrative, idea, or theme and indicating character development and action suitable for use in or representing a substantial contribution to a Final Script; provided, however, that the Writer shall not be obligated to (a) insert dialogue in a Story (except to the extent necessary to show characterization), or (b) prepare the Story in the form of an Outline. There is no differentiation between Story and Screen Story for compensation purposes. When no Story or Screen Story is contracted separately, the Story or Screen Story shall be deemed to be included in the Outline.

In the case of a Feature Film, the Story or Screen Story shall be deemed to be included in the Treatment (see below).

WGGB

Story means any written material not based on Source material used in the development of a Screenplay representing a contribution distinct from the Screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action.

Team

Use of Ampersand

When credit is accorded to a team of writers, an ampersand (&) shall be used between the writers’ names in the credit to denote a writing team. Use of the word “and” between writers’ names in a credit indicates that the writers did their work separately, one usually rewriting the other. This distinction is well established in the industry through custom and practice.

WGA

For purposes of credit, a team of writers is considered as one writer.

If literary material covered under the Minimum Basic Agreement is written by one member of a team, **separate and apart from the work of the team**, such literary material shall be considered separate from the literary material by the team for purposes of assessing contributions to the final shooting script. Therefore, such individual is eligible to receive writing credit as an individual writer and/or as a member of a team.

AWG, NZWG

A “team” of writers is defined as follows: Two writers who have been assigned **at about the same time** to the same material and who work together for approximately the same length of time on the material.

WGC

One Contract & Equal Payment

Team means two (or more, with the consent of the Guild, which consent shall not be unreasonably withheld) Writers engaged by the Producer **at the same time** who have agreed to collaborate on a Script or Scripts. A Team will be deemed to be one Writer.

When the names of more than one individual appear in the credits or subsidiary writing credits for a production, the names of the members of a Team shall be separated by an ampersand (“&”). All other Writers’ names shall be separated by the word “and”. *IPA A915*

Writers working as a team must be engaged at the same time on a single contract. The IPA elaborates on the concept of the indivisibility of a team by stating payment will be split equally among its members.

Group Writers

A Producer may contract three or more Writers to work as a group (a “Group”) to collaborate on a specific guaranteed number of Television Scripts for a Series (other than Variety, Documentary, Magazine or Panel/ Game/Quiz Shows). *C412*

Prior to the commencement of the Term, the Group and Producer shall decide on how many episodes each Writer shall receive credit, which decision shall be confirmed in writing by each Writer. The allocation of credits shall be such that each Writer in the Group shall receive an equal share of the aggregate Production Fees paid for the total number of guaranteed episodes. There will be **no credit arbitration** for Scripts written by Group Writers. *C412iii*

WGGB

Writer, when used in this Agreement, shall in addition to its ordinary meaning also mean a team of Writers engaged to write in that capacity.

Teleplay

WGA

A teleplay consists of individual scenes and full dialogue or monologue (including narration in connection therewith), and camera set-ups, if required, together with such prior treatment, basic adaptation, continuity, scenario and dialogue as shall be used in, and represent substantial contributions to, the final script.

The term “teleplay” means the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ.

WGC

Television Script (Teleplay) means a fully written work for a Television Production in screen terms, embodying individual scenes, full dialogue and/or monologue, Narration (if required) and any other descriptions or details necessary to facilitate production.

Television Motion Picture

WGA

(sometimes referred to in the Basic Agreement as “television film”) means the entertainment portion of motion pictures, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing or any other means, methods or devices, now used or which may hereafter be adopted for the recordation of motion pictures produced primarily for exhibition by free television. The prefatory language to this Basic Agreement and the provisions cited therein determine the extent to which the provisions of the Basic Agreement which are applicable to television motion pictures are also applicable to pay television and basic cable.

WGC

Television Movie means a dramatic television production of ninety (90) minutes or more in broadcast length intended initially for Free or commercial Television, pay television, cable television, or distribution by videocassette, videodisc or any other form of home Compact Device.

Theatrical Motion Picture

WGA

Motion pictures and photoplays, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras, or devices or any combination of the foregoing or any other means, methods or devices now used or which may be hereafter adopted for the recordation of motion pictures produced primarily for exhibition in a theater or similar location in which a fee or admission charge is paid by the viewing audience, other than those motion pictures produced primarily for exhibition in another market covered by this Basic Agreement.

WGC

see Feature Film

Treatment/Original Treatment

WGA

The term “*treatment*” means an adaptation of a story, book, play or other literary, dramatic or dramatico-musical material for motion picture purposes in a form suitable for use as the basis of a screenplay.

The term “*original treatment*” means an original story written for motion picture purposes in a form suitable for use as the basis of a screenplay.

WGC

Treatment means the scene-by-scene development and structuring in a mutually agreed form of a story in screen terms to provide a synopsis or schematic of the Feature Film Script to be written from it, in 20,000 words or less. The Treatment shall be deemed to include a Story or Screen Story.

WGGB

An outline or synopsis in narrative form of an entire story indicating the fuller structure and development and characterisation of the plot.

Unit Series

WGA

A unit series is a series of programs each of which contains a separate complete story, **without a character or characters common to each of the programs** in the series but held together by the same title, trade name or mark or identifying device or personality common to all the programs in the series.

Writer and Professional Writer

WGA

Separate definitions for Theatrical and Television.

MBA Article 1

A. GENERAL

The term "writer" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

B. THEATRICAL

Writer

A "writer" is a person who is:

(1) employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein; or

(2) employed by Company, who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his/her contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time

(b) Bridging material necessitated by cutting for time

(c) Changes in technical or stage directions

(d) Assignment of lines to other existing characters occasioned by cast changes

(e) Changes necessary to obtain continuity acceptance or legal clearance

(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography

(g) Such changes in the course of production as are made necessary by unforeseen contingencies (*e.g.*, the elements, accidents to performers, etc.)

(h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or screenplay

In addition to the foregoing, in the case of a person who at the time he/she performs services has not received at least two (2) screen credits for story or screenplay or both, as determined pursuant to Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical Basic Agreements, within a period of ten (10) years (or has not received at least one (1) of such credits within a period of five (5) years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the *bona fide* producer of a motion picture and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to the above, perform the following writing services:

make changes in dialogue, narration or action, but not including significant changes in plot, storyline or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he/she performs services has received at least two (2) such screen credits within such ten (10) year period (and with at least one (1) of such credits within such five (5) year period) immediately prior to the rendition of such services, and who is employed solely in the capacity of the *bona fide* producer of a motion picture, and whose employment does not include the requirement that he/she perform writing services, then, if such person shall perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

In addition to the foregoing, in the case of a person who at the time he/she performs services is employed solely in the capacity of the director of a motion picture, and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to the above, perform the following writing services:

make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of Theatrical Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Paragraph I. of Article 6 of this Basic Agreement shall apply with respect to such person.

With respect to a person employed solely as a producer/director, on the motion pictures which he/she directs, the director paragraph above shall apply and on the motion pictures which he/she does not direct, the producer paragraphs above shall apply.

As used above, "producer" shall also include the *bona fide* executive producer of said motion picture if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during 1977: Samuel Arkoff, Ron Miller and Marvin Mirisch. With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during 1977:

Cardon Walker, Alan Ladd, Jr., John Calley, and Daniel Melnick shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursu-

ant to the provisions of Theatrical Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Paragraph I. of Article 6 of this Basic Agreement shall apply to such person.

Professional Writer

"Professional writer" means a person who on or after November 1, 2004, sells, licenses or options to the Company the ownership of or rights to use literary material written by such writer, for use in the production of a motion picture, which literary material had not prior to such sale, license or option been published or exploited in any manner or by any medium whatever, and who at such time:

- (1) has received employment for a total of thirteen (13) weeks, which need not be consecutive, as a motion picture and/or television writer, or radio writer for dramatic programs; or
- (2) has received credit on the screen as a writer for a television or theatrical motion picture; or
- (3) has received credit for three (3) original stories or one (1) teleplay for a program one-half hour or more in length in the field of live television; or
- (4) has received credit for three (3) radio scripts for dramatic radio programs one-half hour or more in length; or
- (5) has received credit for one (1) professionally produced play on the legitimate stage, or one (1) published novel.

The Company may rely on the statement of the writer with respect to whether or not the material had theretofore been published or otherwise exploited.

C. TELEVISION

Writer

A "writer" is a person who is:

- (1) engaged by the Company to write literary material as defined herein (including making changes or revisions in literary material), when the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein; or
- (2) engaged by Company who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such material regardless of whether such services are described or required in his/her contract of employment.

A writer is a creative and professional person who performs a unique and indispensable function in relation to the production of motion pictures. It is an element of good faith, and part of the consideration of this Agreement, that no Company will use any of the following provisions of this paragraph with the purpose or intent of circumventing the employment of writers.

Accordingly, it is agreed that the following services performed by an employee who is not employed as a writer shall not be subject to this Agreement and such services shall not constitute such a person a writer hereunder:

- (a) Cutting for time
- (b) Bridging material necessitated by cutting for time
- (c) Changes in technical or stage directions
- (d) Assignment of lines to other existing characters occasioned by cast changes

(e) Changes necessary to obtain continuity acceptance or legal clearance

(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography

(g) Such changes in the course of production as are made necessary by unforeseen contingencies (*e.g.*, the elements, accidents to performers, etc.)

(h) Instructions, directions or suggestions, whether oral or written, made to a writer regarding story or teleplay.

In addition to the foregoing, if a person is employed solely in the capacity of the *bona fide* executive producer or *bona fide* producer of a specific television program and his/her employment agreement does not include the requirement that he/she perform writing services, and if said person has not been employed as a writer at least twice since June 1, 1966, and if said person nevertheless renders writing services (other than those specified in (a) through (h) above), then his/her employment as a writer shall be subject to this Basic Agreement, except that Article 6 and Article 14 of this Basic Agreement shall not be applicable if he/she performs no more than the following writing services on not more than three (3) programs in any one (1) production season (not more than one (1) of which may be a program in a mini-series, which for this purpose is a series of not more than eight (8) episodes in the production season):

changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters. If such person makes significant changes in plot, story line or interrelationship of characters, such person shall be subject to Articles 6 and 14 of this Basic Agreement.

In determining whether a person has been employed as a writer since June 1, 1966, for the purposes of this subparagraph, (i) each separate occasion, if any, for which he/she has declared earnings to the Guild for services as a writer performed on a particular theatrical motion picture or television project since June 1, 1966, and (ii) each occasion, if any, on which he/she has been listed as a participating writer in relation to a screen authorship credit determination pursuant to a collective bargaining agreement with the Guild with respect to services performed as a writer since June 1, 1966 shall be conclusively counted as an employment as a writer. The exception provided for in this subparagraph shall not be valid in a particular case unless the Company obtains from the individual a warranty in writing that he/she has not been employed as a writer at least twice since June 1, 1966. If the Guild should question whether the exception applies, whether relating to employment by the Company or by another signatory, the Company shall cooperate in making available to the Guild any evidence in its possession or control which may be relevant to the inquiry. Said exception shall not apply to a writer if such writer has been previously employed as a writer also employed in additional capacities as provided in said Article 14.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during the 1977-78 broadcast season: Larry White at Columbia Pictures Industries, Inc., Allan Shayne at Warner Bros. Inc., Sy Salkowitz at Twentieth Century-Fox Film Corp., and Ron Miller at Walt Disney Productions, shall be covered by any provisions of the Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of Television Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Article 6 (*Guild Shop*), Paragraph I. shall apply to such person.

In addition to the foregoing, in the case of a person who at the time he/she performs services is employed solely in the capacity of the director of a specific television program, and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to (a) through (h) above, perform the following writing services:

make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 (*Guild Shop*) hereof.

In any event, if any director shall, with respect to the particular program, receive screen credit pursuant to the provisions of Television Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Article 6, Paragraph I. shall apply to such person. A writer who renders services as a director on a particular episode shall be deemed to be a director as to such episode.

Professional Writer

A "professional writer" means any person who has (1) received employment for a total of thirteen (13) weeks as a television, motion picture or radio writer, or (2) has received credit on the screen as a writer for a television or theatrical motion picture, or (3) has received credit for three (3) original stories or one (1) teleplay for a program one-half hour or more in length in the field of live television, or (4) has received credit for three (3) radio scripts for radio programs one-half hour or more in length, or (5) has received credit for one (1) professionally produced play on the legitimate stage or one (1) published novel.

AWG

Writer, when used in this Credits Manual will, in addition to its ordinary meaning, also mean a team of writers engaged to write in that category.

NZWG

The term "writer" means a person employed by a producer or other person to write literary material or a person from whom a producer or other person purchased literary material.

WGC

Writer means a person who writes Script Material.

New Writer

New Writer means a Writer who at the time of contracting with a Producer on a Series is not a member of the Guild or of any other affiliated Writers Guild and who has not previously received a screen credit as a contracted writer. Use of this provision is limited to one New Writer per cycle of a Series. A New Writer shall be contracted at 50% of the applicable Script Fee, with no reduction in Production Fee.

Show Writer (Variety)

Show Writer means a person who is engaged to work on a specific number of complete programs, either one program or a Series.

Head Writer (Variety)

Head Writer means a Show Writer who, in addition to supplying variety material, supervises all written material for a program, including rewriting of material as is necessary, and is responsible to the Producer for the finished Script.

Contributing Writer (Variety)

Contributing Writer means a person who is engaged to write specific segments or units for a Variety program such as comedy sketches, production numbers, vignettes, songs, blackouts, and similar material.

WGGB

A Writer shall mean a person qualified within the meaning of the Copyright Designs and Patents Act 1988 and where the services of a writer are provided by a company, Writer shall include where appropriate the company which provides those services. Where a joint writing team is involved the payment shall be divided as agreed between them.

Writer, when used in the PACT Agreement, shall in addition to its ordinary meaning also mean a team of Writers engaged to write in that capacity.

III. STANDARD CREDITS AND THEIR DETERMINATION

WGA

Credits specified in Schedule A (Theatrical and Television) shall not be varied or embellished in any manner whatsoever without prior approval by the Guild.

In its distribution and licensing agreements with both theatrical exhibitors and broadcasters, the Company will include a provision prohibiting the licensee from eliminating or changing the writing credits as they appear on the positive prints of the motion picture.

On the request of either party for modification of credits on the ground of hardship in the application of any of its provisions, the other party agrees to meet and negotiate with respect to changes to eliminate such claimed hardships. *Theatrical Schedule A29*

If, by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule A are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect to the credit to be given, if any, shall be binding and conclusive on these parties and the writers. *Television Schedule A29*

AWG

Any form of credit not mentioned (in the Screen Credits Manual) will not be used without a waiver from the Guild. Fewer names and fewer types of credit enhance the value of all credits and the dignity of all writers.

NZWG

Film Only

Although the WGA Screen Credits Manual remains the guiding policy by which credits are determined, there is a recognition that the specific circumstances of the New Zealand industry may require a departure from these rules.

SARTEC

An appropriate mention of the name of the writer or of his pseudonym must be included in the credits for a single work or each of the episodes of a series in which he participates. This mention adequately reflects the nature of the creative input from the writer and is specified in the writing contract. *Television Agreement 6.07*

An appropriate mention of the name of the writer or of his pseudonym must be included in the credits for the film work. This mention adequately reflects the nature of the creative input from the writer and is specified in the writing contract. The agreement includes a list of appropriate credits and further states: "or any other formulation agreed upon by both parties. Inclusion in the credits and in the advertising are specified in the contract." *Feature Film Agreement 5.07-5.08*

WGC

No other form of writing credit or subsidiary writing credits shall be permitted and no other form of credit or acknowledgment shall be accorded to a Writer without the prior approval of the Guild. The approval of the Guild shall not be unreasonably withheld. *IPA A910*

WGGB

As a generality no other main writing credits or subsidiary writing credits shall be permitted but when circumstances arise e.g. a co-production treaty film then the Associate shall agree with the Guild any credit variation. *Screenwriting Credits Agreement 4c*

The Writer's credit shall take the form as laid down in the credit guidelines of the commissioning broadcaster. *PACT TV Agreement 20ii*

Written by

All Guilds

The term "Written by" is used when the writer(s) is entitled to both the "Story by" credit and the "Screenplay by" credit or, in the case of television, the "Story by" credit and the "Teleplay by" credit. This credit shall not be granted where there is source material of a story nature. However, biographical, newspaper and other factual sources may not necessarily deprive the writer of such credit.

SARTEC

A Film Written by

"A Film Written by" is stated as an appropriate credit.

Writer

Writer is stated as an appropriate credit. *Television Agreement 6.09*

Screenplay by

All Guilds

A "Screenplay by" credit is appropriate when there is source material of a story nature (with or without a "Screen Story" credit) or when the writer(s) entitled to "Story by" credit is different than the writer(s) entitled to "Screenplay by" credit.

SARTEC

Screenplay and Dialogue by

Screenplay and Dialogue by is stated as an appropriate credit for both television and film.

Story by

WGA

Theatrical

A story may be written in story form or may be contained within other literary material, such as a treatment or a screenplay, for purposes of receiving a "Story by" credit.

Television

a. When a teleplay is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story by."

b. When the teleplay is based upon source material, no story authorship credit may be given to the television writer (except pursuant to subparagraphs c. and d. below). Subject to contractual commitments in effect on June 19, 1960 with source material authors, the source material author may not be given "Story by" credit. It is understood and agreed, however, that the Company may give the source material author any appropriate credit other than the two words "Story by," and that the credit given to source material authors may include, but shall not be limited to, the source material credits referred to in subparagraph c. below.

It is appropriate to award a "Story by" credit when:

- 1) the story was written under employment under Guild jurisdiction;
- 2) the story was purchased by a signatory company from a professional writer, as defined in the Minimum Basic Agreement; or
- 3) when the screenplay is based upon a sequel story written under the Guild's jurisdiction. If the story is based upon source material of a story nature, see "screen story" below.

AWG

Story credit may not be shared by more than two writers. This credit is used:

- (a) When the writer contributes the story and no source material is involved.
- (b) When source material in fact forms the story basis for the screenplay. The author of such source material may in such instance be given *Story by* credit.
- (c) When the screenplay is based on a sequel story written by a contracted writer. In such case, the writer receives credit for *Story by* and the author of the source material on which the sequel is based may be given the credit *Based upon characters created by*, *Created by* or some equally appropriate form of credit.

WGC

Where a Writer contributes to a Script by providing either the Story or the Screen Story or the Treatment or the Outline upon which the Script is substantially based, the Writer shall be entitled to the screen credit "Story by" or "Screen Story by" as the case may be.

WGGB

"Story by" or "Screen Story by" (as the case may be) where a Writer contributes by providing either the Story or Screen Story upon which the Screenplay is substantially based.

Screen Story by

WGA, AWG

Arbitration Required (WGA, AWG)

If the writer is furnished source material but takes from it only a springboard, a characterization, an incident or some equally limited contribution, creating a substantially new and different story from the source material, he/she may receive "Screen Story by" credit but **only as the result of arbitration**. In such cases, the author of the source material may be given credit that specifies the

form in which such material was acquired -- for instance, "From a Play by," "From a Novel by," "From a Saturday Evening Post Story by," "From a Series of Articles by," "Based on a Story by," etc.

WGC

Where a Writer contributes to a Script by providing either the Story or the Screen Story or the Treatment or the Outline upon which the Script is substantially based, the Writer shall be entitled to the screen credit "Story by" or "Screen Story by" as the case may be.

WGGB

"Story by" or "Screen Story by" (as the case may be) where a Writer contributes by providing either the Story or Screen Story upon which the Screenplay is substantially based.

Television Story By

WGA Only (other Guilds use Screen Story)

Credit for story authorship in the form "Television Story by" is appropriate when the teleplay is based upon source material and a story, as those terms are defined above, and the story is substantially new or different from the source material.

Teleplay By

AWG, WGA, WGC

A "Teleplay by" credit is appropriate when there is source material of a story nature (with or without a "television story" credit) or when the writer(s) entitled to "Story by" credit is different than the writer(s) entitled to "Teleplay by" credit.

WGGB

"Screenplay by" used.

Based Upon a Screenplay by

WGA

"Based Upon a Screenplay by" is appropriate source material credit when literary material is acquired or writers are employed under circumstances in which the credit provisions of the Basic Agreement do not apply, and under contracts whereby purchaser or employer agrees to give writing credits, and if Company takes over the employment contract or acquires the material written under such contract, and subsequently employs, in relation to such material, a writer subject to (the) Basic Agreement.

Based on a Story by

WGA

When the screenplay is based upon source material whose acquisition is not covered by the Minimum Basic Agreement, screen credit for story authorship shall not be given in the form

“Story by” but may be given to the source material author and may be worded “From a Story by” or “Based on a Story by” or other appropriate wording indicating the form in which it is acquired.

Created by

WGA

A “Created by” credit shall be given on each episode of an episodic series or serial to the writer when such writer has separated rights and is entitled to sequel payments under the terms of the Minimum Basic Agreement. The Company may contract to give such credit to any writer, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as provided above, that writer shall be given a “Developed by” credit or other similar credit.

SARTEC

Independently of any other mention in the credits for the writer(s), the person who had the original idea for a show has the right to be acknowledged as such in the credits. *Television Agreement 6.13*

WGC

Where a Writer originates in Script Material any Story, concept or format that becomes the basis for or is used in any subsequent program or episode of a Series or Serial s/he shall receive payment and credit but no share of the Distribution Royalty or Production Fee for each such use in each program or episode of a Series or Serial other than in a Television Script written by the Writer. *IPA B113a*

For the purposes of Script or program development prior to the contracting of a Script, Story, Screen Story or Treatment, a Producer may contract a Writer to write a Development Proposal, or Concept and/or Bible. *IPA B201*

The Producer and the Writer may include in any contract between them, among other things, terms and conditions pertaining to the following matters:

- i) the type of development format to be written;
- ii) what the development format is to be based upon (e.g. whether based on an idea in written or oral form, created by whom, provided by whom);
- iii) fees in respect of the writing services;
- iv) copyright ownership by either party in, or the Producer’s license to, the Development Proposal or Concept and/or Bible;
- v) entitlement to “Created by” or other credit; and
- vi) any ongoing obligations to the parties. *IPA B202*

Developed by

WGA Only

A “Developed by” or “Developed for Television by” credit shall be given only to a person who has contributed to the writing of the program, series or episode involved. As a general rule, a “Developed by” credit would be granted to that writer who has contributed significantly to the se-

ries' distinctiveness and viability, but not enough to warrant a "Created by" credit. It is up to the arbiters to determine whether or not it is appropriate to award "Developed by" to the writer proposed for such credit by the Company.

Original Concept by

AWG

The Producer will accord an ongoing "Original Concept by" credit on all episodes of a series to a writer responsible for the development of the series concept. *Series and Serials Agreement Article 16.2*

WGC

Created by used

Based on Characters Created by

WGA

"Based on Characters Created by" is a writing credit given to the writer(s) entitled to separated rights in the following circumstances:

- a. when a writer(s) is entitled to separation of rights in a theatrical motion picture and there is a television sequel to such theatrical motion picture;
- b. when a writer(s) is entitled to separation of rights in a television motion picture and there is a television sequel without an order for a series.

Where there are no separated rights, "Based on Characters Created by" may be accorded to the author of source material upon which a sequel is based.

WGC

No credit provision for "Based on Characters Created by" however, B113 (b) states:

Where a Writer originates in Script Material any character that appears in any program or episode of a Series or Serial subsequent to the program for which the material was created, s/he shall receive payment for each such use in each program or episode of a Series or Serial except:

- i) in a Television Script written by the Writer;
- ii) in a program or episode of a Series or Serial for which the Writer is receiving a royalty payment under B113(a).

Adaptation by

WGA, AWG

Because of the strong feeling against a multiplicity of credits, the Guild is opposed to the general use of the "Adaptation by" credit. However, the Guild recognizes that there are certain unusual cases where credit is due a writer who shapes the direction of screenplay or teleplay construction without qualifying for "Screenplay by" or "Teleplay by" credit. In those special cases, and only as a result of arbitration, the "Adaptation by" credit may be used.

Adapted by

WGC

From another language

Where a Writer has written an adaptation from another language the Writer shall be entitled to the credit “Adapted by” as a minimum credit. *A909, Animation Section 1006*

Translations: Animation

When an Animation Writer is engaged to adapt existing script material from a language other than English into a language other than French **to suit a new cultural reality, which may include changes to the dramatic structure, characters, tone or geographic location**, the Animation Writer shall receive a contract under this Animation Section. The Animation Writer shall be entitled to credit in accordance with all the terms and conditions contained in Article 10 relating to writing credit. In addition, the credit “Adapted by” shall be considered as a minimum credit. *Animation Section 126*

Translated By: Quebec Animation Exception

When a Writer is engaged to translate existing script material into Script Material (as defined in the Animation Section) from any language other than English into any language other than French **without changing the dramatic structure, characters, tone or geographic location ...** Article 10 of the Animation Section shall apply to the Writer of the translation with the following changes:

(i) Each Writer contributing to the translation of existing script material into on-screen Script Material as set forth above shall be entitled to the credit

“Translated By”.

(ii) Writers of translations shall not be counted towards the maximum number of Writers set forth in the section LIMITATION OF NUMBER OF WRITERS.

(iii) Position and size of the credit shall be set out in the Writer’s contract.

(iv) Producer shall not be obligated to accord Writer credit in advertising or publicity.

IPA Schedule 4 (Quebec Appendix/ Animation Section B)

Narration Written by

WGA

Credit for narration shall be accorded only to a writer other than the writer of a teleplay or story and teleplay.

a. Film assembled in story sequence:

Where no material or a story only has been written at the time the narration writer is employed, the appropriate form of credit is “Narration Written by.”

Where a story and teleplay have been written at the time the narration writer is employed and if there is over eight minutes (in the aggregate) of narration, the appropriate form of credit is “Narration by.” This credit shall not become final or effective unless approved by a credit arbitration.

b. Film not assembled in story sequence:

Where no material has been written at the time the narration writer is employed, the appropriate form of credit is *“Written by.”*

Where a story only has been written at the time the narration writer is employed, the appropriate form of credit is *“Narration Written by.”*

SARTEC

Narration by or Writer of the Narration used.

WGC

Where a substantial contribution to a program is in the form of Narration, screen credit shall be given in the form of *“Narration Written by”*.

Where the major writing contribution to a film is in the form of Narration, credit shall be subject to all the terms and conditions contained herein relating to writing credit.

Where a Writer has written a (Documentary) Narration Script, the credit will be *“Narration Written by”*. Alternatively, if all credited writers agree, the combined credit may be *“Written by.... and”*. If a Writer or Writers has written both the Documentary Script and the Narration Script, the credit may be *“Written by”*.

Additional Credits

NZWG

*Additional Dialogue by
Storyliner*

SARTEC

*Dialogue by
Author of the Dialogue
Text by
Series by
Serial Drama by
Dramatic or Comedy Program by*

By

WGC, WGGB

“By” is used when the writer has created both the story and screenplay (or story and teleplay) and where the producer has decided the credit will appear immediately following the main title credit.

Documentary Programs

SARTEC

If the writer of a documentary screenplay carries out his own research, he must also be acknowledged as such in the credits. *Television Agreement 6.09*

WGC

Where the narration and documentary scripts have been developed entirely by a single writer or writing team, the credit will read: *"Written by"*

Where a single writer or writing team has written the documentary script only, the credit shall read *"Documentary Script by"*

Where a single writer or writing team has written the narration script only, the credit shall read *"Narration Written by"* Alternatively, if all credited writers agree, the combined credit may be *"Written by"*

English Screenplay Version By

WGGB

Where the writer has written the English version of a foreign language screenplay or story.

Writer-Director-Producers

WGA

If a writer is entitled to *"Written by"* credit on a motion picture or television motion picture which he/she also produces or directs, unless the writer objects, nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced by," or

"Written and Directed by," or

"Written, Produced, and Directed by."

WGC

Where a credited Writer is also a director or producer of a program, s/he may receive the following presentation credit *"A Film by"*. *A1008*

Production/Presentation Credits

WGA

If the individual producer or director is accorded a "production" or "presentation" type of credit, such as *"A Sam Jones Production"* or *"A Sam Jones Picture"* or *"A Sam Jones Presentation"* or *"A Sam Jones Film,"* on the screen (wherever such credit may appear on the screen other than in the position where such individual producer or director credit would normally appear pursuant to this Schedule A), such "production" or "presentation" type of credit may be accorded in a different

style and/or a different size (whether larger or smaller) of type than used to accord credit to the writer of the screenplay, subject to the following:

(1) If such "production" or "presentation" type credit on the screen is in such different style or different size of type, it shall not be placed on the screen between the card according credit to the writer of the screenplay and the card according credit to the director of the motion picture; and

(2) Such writer shall receive credit in size of type not less than fifty percent (50%) of the size of type used for such "production" or "presentation" credit.

b. Subject only to the provisions above, the matter of "production" or "presentation" type credit shall not be governed by the Basic Agreement, it being agreed that the Company may accord such "production" or "presentation" type credit as it may see fit.

c. [Deleted.]

WGC

See above (Writer-Director-Producers)

Sequel Stories

WGA

When the teleplay for a television motion picture (other than an MOW sequel to a "first MOW," as defined in Article 16.B.2.b., in which a writer(s) has separation of rights) is based upon a sequel story, credit for such sequel story shall be given in the form "*Story by*" and the author of the source material upon which such sequel is based may be given credit, "*Based Upon Characters Created by*," or other appropriate form of credit. If the source material is in the form of a format or characters, then the source material credit may be given in the following forms: "*From the Format by*," or "*Characters Created by*." In the case of a remake, credit to the writer(s) of a prior motion picture upon which the remake is based (in whole or in part) may be in the form of "*Based upon a Teleplay by*."

When the teleplay for an MOW sequel is based upon a sequel story, credit for such sequel story shall be given in the form "*Story by*" and the writer(s) entitled to separation of rights in the first MOW on which the MOW sequel is based shall be given credit in the form, "*Based on Characters Created by*" on each MOW sequel to the first MOW. For the purpose of placement and size on screen, such credit shall be deemed a source material credit under Paragraph 7 of this Television Schedule A. However, when Company exploits the series sequel rights of such first MOW, the provisions of Paragraph 23 of this Television Schedule A ("*Created by*" credit) shall apply in lieu of the foregoing obligation to accord credit in the form, "*Based on Characters Created by*."

Upon the written request of a writer made prior to his/her acceptance of employment in connection with a designated program or upon the written request of a then-employed writer at the time of his/her assignment to a designated program, the Company shall notify him/her in writing of any then-existing contractual obligations to give credit for source material in connection with such program.

Variety or Audience Participation Shows

WGA

The credit customarily given writers of this type of program is: "Written by"

Where a writer has contributed material but is not entitled to share in “Written by” credit, an additional credit may be given for such material in the form: “Special Material by”

These credits are subject to determination under Appendix A, Television Schedule C, of the Minimum Basic Agreement. There is no limitation as to the number of writers who may share such credits.

WGC

The available credits are “Written by” and “Contributing Writers”, which may apply to any participating writer as the arbitrators see fit. The guiding principle behind entitlement to sharing the “Written by” credit is that the writer has contributed to a significant amount of the material in the show. *Credit Arbitration Manual p. 8*

Story Editors

WGA

A writer also employed in the additional capacity of a story editor for any episodic series or serial shall receive a credit as story editor on a separate card. Any form of credit for such person other than “story editor,” “story consultant,” or “story supervisor,” cannot be used without Guild approval. Credit for such story editor shall not be deemed a credit for screen authorship within the meaning of Article 8 of this Basic Agreement or within the scope of Paragraphs 1 to 29, both inclusive, of this Television Schedule A, for any purpose whatsoever, including but not limited to the procedure for determining credits for screen authorship. Any person entitled to such credit (whether in the forms stated or otherwise) under any contract in existence on the effective date of this Agreement may be given such credit as required by such contract, whether or not it satisfies or is consistent with the provisions of this Paragraph 30. *Television Schedule A 30*

SARTEC

Coordinator-writer

The coordinator-writer has the right to be acknowledged as such in the credits. *Television Agreement 6.08*

WGC

Story Editors or Story Consultants shall receive on-screen credit, the nature and location of which will be set out in the Story Editors’ or Story Consultants’ contracts. *A804*

IV. ADDITIONAL RULES GOVERNING CREDIT

WGA

A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer's prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay as determined in the event of question by the credits arbitration machinery of the Guild. *Television Schedule A8.*

Decisions of Arbitration Committees are based upon literary material. Claims of authorship must be supported by literary material appropriate for submission to the Arbitration Committee. In the event of conflicting claims, literary material always prevails. *Screen Credits Manual I*

In determining relative contribution, the relevant factors shall be what material was actually used, not the Arbitration Committee's personal preference of one script over another. *Screen Credits Manual A6*

No writer shall claim credit for any participation in the screen authorship of any motion picture (teleplay or story) for which the credits are to be determined by the procedure herein provided prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination. *Theatrical Schedule A21, Television Schedule A20*

Limitation of Number of Writers

WGA

Screenplay by

Screen credit for screenplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of arbitration, the names of three (3) writers or the names of writers constituting two (2) writing teams may be used. A writing team is two (2) writers who have been assigned at about the same time to the same script, or three (3) writers when employed pursuant to the provisions of Article 13.A.9, and who work together for approximately the same length of time on the script. The intention and spirit of the award of credits being to emphasize the prestige and importance of the screenplay achievement, the one (1), two (2) or at most three (3) writers, or two (2) teams, chiefly responsible for the completed work will be the only screen writers to receive screenplay credit. *Theatrical Schedule A4*

The limitation on the number of credits shall apply to all feature-length motion pictures except episodic pictures (such as "*Tales of Manhattan*" and "*If I Had a Million*") and revues. A revue is a feature-length motion picture in which the story is subordinate to specialties, musical numbers or sketches, and in connection with which star or featured billing is given to the actors, singers, dancers, or musicians appearing in these separate specialties, musical numbers or sketches. *Theatrical Schedule A5*

Story by

Story credit will not be shared by more than two (2) writers. *Theatrical Schedule A4*

Teleplay

Screen credit for teleplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of arbitration, the names of three (3) writers or the names of two (2) writing teams may be used. *Television Schedule A3.*

The limitation as to the number of writers receiving credit provided for in paragraph 3 (above) shall apply to all teleplays except multiple-story teleplays, revues, variety and audience participation shows. *Television Schedule A4.*

Screen Story by

Screen Story credit may not be shared by more than two writers. *Screen Credits Manual IIIB3*

Television Story by

Television Story credit may not be shared by more than two writers. *Television Credits Manual IIIB3*

NZWG

No limitation placed on the number of writers sharing any credit.

WGC

The number of Writers who may share credit for a Script shall not exceed three. *A912*

The aggregate number of Writers accorded subsidiary writing credits shall not exceed four. *A913*

In exceptional cases the number permitted may be increased with the consent of the Guild which consent will not be unreasonably withheld. *A914*

WGGB

(a) The number of Writers who may share main Writing Credits shall not exceed three.

(b) The number of Writers who may be accorded Subsidiary Writing Credits shall not exceed three.

(c) In exceptional cases, e.g. omnibus or episodic films, the number permitted in (a) and (b) above may be increased by agreement between the Associate and the Guild. In the event of any disagreement or dispute, the matter shall be referred to the Joint Standing Committee for decision. *Screenwriting Credits Agreement 5*

Percentage Requirements

WGA, AWG

Screenplay

Any writer whose work represents a contribution of more than 33% of a screenplay shall be entitled to screenplay credit, except where the screenplay is an original screenplay. In the case of an original screenplay, any subsequent writer or writing team must contribute 50% to the final screenplay. *WGA Screen Credits Manual 4a.*

4b. Original and Non-Original Screenplays

For purposes of determining "Screenplay by" credit only, two categories of screenplays are recognized:

(1) Original screenplays (i.e., those screenplays which are not based on source material and on which the first writer writes a screenplay without there being any other intervening literary material by another writer pertaining to the project). 2 If a writer is furnished or uses research material, the screenplay is still considered an original screenplay; and

(2) Non-original screenplays (i.e., screenplays based upon source material and all other screenplays not covered in (1) above, such as sequels).

4c. Additional Guidelines for Determining Screenplay Credit

The percentage contribution made by writers to screenplay obviously cannot be determined by counting lines or even the number of pages to which a writer has contributed. Arbiters must take into consideration the following elements in determining whether a writer is entitled to screenplay credit:

- dramatic construction;
- original and different scenes;
- characterization or character relationships; and
- dialogue.

It is possible to consider the writer of a story or treatment as eligible for screenplay credit, but only in those cases where the story or treatment is written in great detail, to an extent far beyond the customary requirements for a story or treatment.

4d. Selection from Source Material

As a guideline for cases involving a non-original screenplay based upon source material, it is a fundamental principle that selection of **screenplay elements** from the source material is a part of the creative process of writing the screenplay. Weight is given to any writer's original and unique utilization, choice, or arrangement of source material when it is present in the final shooting script, but not the employment of basic **story elements** which any other writer may have also selected. (See screenplay elements - Section III. B. 4.c. See story elements - Section III.A.4.)

Irreducible Story Minimum

WGA

In the case of an original screenplay, the first writer shall be entitled to no less than a shared story credit. *WGA Screen Credits Manual 6.*

Production Executives

WGA

Unless the writing of the story and/or screenplay or teleplay is done entirely without any other writer, no designation of tentative story, teleplay or screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for determination of such credit. A production executive for the purpose hereof shall be defined as any employee of Company customarily hired for or engaging in activities considered part of the managerial phase of Company's business activities. If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of this Schedule A. *Theatrical Schedule A6, Television Schedule A5*

WGC

In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles A927 to A940. *A901*

WGGB

In the case of any producer or director claiming screenwriting credit this shall be referred automatically to the credit arbitration procedure of the Writers Guild of Great Britain except that where the producer or director is the sole writer. *PACT Agreement 33*

Foreign Law/Agreements

WGA

In any case in which a foreign law or government regulation applicable to the employment of a writer requires credit to be given, Company shall furnish the Guild with a copy of such law or governmental regulation together with the tentative notice of credit and the Guild agrees that credits determined shall include the minimum credit necessary to comply with such legal requirements. *Theatrical Schedule A7*

WGC

If the work of one or more of the persons who have contributed to the Script of the program is not subject to the terms of this Article A9, then in the event of Arbitration the Arbitrators may take into account the provisions of any agreements which the Guild may have with any foreign association of Writers for the determination of credit in such circumstances. *A941*

WGGB

It is accepted by the parties to this Agreement that a Writer may be contracted in circumstances in which it would be impracticable to apply its provisions. In particular, these circumstances would apply to:

- (a) A foreign Writer who is primarily subject to the provisions of an agreement to which the Association is not a party.
- (b) A British writer who may by virtue of the country in which he is working, find himself temporarily subject to an agreement particular to that country.

In such event:

- (i) The Associate shall inform the Guild and, whenever possible, send a draft of the proposed credits to the Guild for information AND
- (ii) If there is an Arbitration, the Arbitrators may take into account the provisions of any Agreement which the Guild may have with any foreign association of Writers.
- (iii) All source material shall be available to the Guild in the event of an Arbitration.

Co-Production Treaty Films

As a generality no other main writing credits or subsidiary writing credits shall be permitted but when circumstances arise e.g. a co-production treaty film then the Associate (producer) shall agree with the Guild any credit variation not provided for in 4(a) and (b) above. *Screenwriting Credits Agreement 17*

Pseudonyms

WGA

Theatrical Schedule A

Subject to contractual commitments, a writer who is entitled to credit on the screen and who has been paid, or is guaranteed payment of less than \$200,000.00 for his/her services or literary materials relating to the particular motion picture shall have the right to have credit given to him/her on the screen, advertising or otherwise, in a reasonable pseudonymous name. The writer shall exercise this right within five (5) days after the final determination of credits under this Schedule A.

(None of the writer's rights, including but not limited to compensation of any kind, shall be affected by the use of said pseudonymous name.)

Television Schedule A

Subject to contractual commitments which may exist on May 1, 2001, a writer who is entitled to credit on the screen and who has been paid, or has been guaranteed payment of less than three (3) times the applicable minimum provided for in this Agreement, including the minimums set forth in Article 13.B.7.d. when applicable, for his/her writing services or literary materials relating to the particular teleplay, shall have the right to have credit given to him/her on the screen, advertising or otherwise in a reasonable pseudonymous name. The writer shall exercise such right within the time he/she may give written notice of protest as provided in Paragraph 13 of this Schedule A; provided, however, that in the event of a timely protest by any participating writer, the time to exercise his or her right to use a pseudonym shall be extended to twenty-four (24) hours after the Guild's credit determination, but in no event later than the applicable time periods set forth in Paragraph 14 of Television Schedule A. (None of the writer's rights, including but not limited to compensation of any kind, shall be affected by the use of said pseudonymous name.)

AWG

Every person who has been engaged by the producer to make a written contribution to a script will be entitled to forego any credit to which s/he may be entitled under this Credits Manual. A writer who declines a credit will, nevertheless, retain his/her rights to participate in any residual fees, any profit participation or any other monetary returns that may be due on the exploitation of the program. Where a writer declines a credit, s/he will inform the producer and the AWG of a pen-name to be substituted for his/her own name on the program credits. *Screen Credits Manual G*

WGC

Every person who has been engaged by the Producer to make a written contribution to a Script shall be entitled to use a reasonable pseudonym in place of their name in any credit to which s/he may be entitled hereunder. A Writer who declines a credit shall, nevertheless, retain his/her rights to participate in the Royalty/Residual fees that may be due on the exploitation of the program. Where a Writer, Story Editor or Story Consultant declines a credit, the Writer, Story Editor or Story Consultant shall inform the Producer and the Guild of a pen-name to be substituted for his/her own name on the program credits. None of the Writer's, Story Editor's or Story Consultant's rights including but not limited to compensation of any kind shall be affected by the use of a pseudonym. A926

Source Material

WGA

Prior to a writer's acceptance of employment in connection with a designated motion picture, or at the time of assignment of a then employed writer to a designated motion picture, the Company shall notify the writer in writing of any existing contractual obligation to give credit for source material in connection with such motion picture. The same notice must be given to a writer if the agreement to give source material credit is made while the writer is rendering his/her services. Notice shall include the wording of the source material credit if known to the Company. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his/her obligation to render services and otherwise perform as provided in his/her employment agreement. A Company which furnishes a writer with inaccurate or incorrect credit information shall not be deemed to be in breach of the Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

Remakes

WGA

In the case of a remake, the Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production. Notices may be sent by mail, telegram or personal delivery as above provided. If the notices are mailed, registered or certified mail shall be used, with return receipt requested; the failure of the addressee to sign or return the receipt shall not invalidate the notice.

Shorts

WGA

The provisions of Schedule A shall govern the determination of writing credits for shorts (as defined in the Basic Agreement) based upon written scripts, except that:

- a. Such writing credits shall appear in forms selected by the Company. In this connection, the Company agrees to use forms of credit which represent a fair and truthful statement of authorship.
- b. The location of screen credit shall be discretionary with the Company and such credit may appear on a card with other credits.
- c. The right of protest shall be limited to participants. Protests shall be directed only to improper or untruthful statements of the facts of authorship, rather than to the form in which such authorship is stated.
- d. If a written protest of the tentative credits is received by the Company from a participant within the time specified in Paragraph 13 hereof, the Company will withhold the final determination of credits until a time to be specified by the Company which time will not be earlier than forty-eight (48) hours, exclusive of Sundays and holidays, after the scripts are delivered to the Guild office in Los Angeles, or forty-eight (48) hours after the Guild is notified that the scripts are

available at the Company's studio, whichever is earlier. In the event of an emergency and on the Company's request, the Guild may grant a reduction of such forty-eight (48) hour period. The Guild agrees to cooperate as fully as possible in considering such requests.

e. The period of time for submitting the results of a credit arbitration for a short film shall be three (3) business days in place of twenty-one (21) business days, and the arbitration decision shall not affect the form of the writing credit.

f. The provisions requiring the giving of advertising credit shall not apply to shorts, but if such writing credits are advertised, they shall be a fair and truthful statement of authorship.

Assignment of Rights

WGA

In connection with the sale, assignment or licensing of any literary material or rights therein, which material is subject to the credit provisions of this Schedule, Company shall obtain an acknowledgment in writing that the purchaser, assignee or licensee, as the case may be, will abide by all of the obligations incurred to writers by Company under the terms and provisions of this Schedule A. Upon the execution of such an acknowledgment, Company shall be considered to have fully complied hereunder and thereupon shall be relieved of all obligations under this Schedule A, with respect to such material or rights therein, as the case may be. *Theatrical Schedule A25*

Stage Presentation

If the Company shall sell or license the so-called stage presentation rights to a screenplay with respect to which a writer has received a "Written by," "Story by," or "Screen Story by" screen credit, then Company shall provide in the contract of sale or in the license that the writer shall be accorded appropriate credit reflecting such screen credit in:

- a. the program for the stage presentation based upon such screenplay,
- b. newspaper advertising of one-half page or larger for the Broadway showings of such stage presentation, and
- c. billboards and lobby displays for such stage presentations,

but only if general credits are also accorded in such programs, newspaper advertising, lobby displays, and billboards, *e.g.*, director credit, stage play writer credit, producer credit, choreographer credit, and the like. The failure of the purchaser or licensee of the stage presentation rights to comply with such contractual requirements shall not constitute a breach of this Agreement by the Company. *Theatrical Schedule A27*

WGC

In any contract with a third party into which the Producer enters which relates to dealing with any rights in the work of a Writer, the Producer shall obtain an undertaking that such third party will:

- a) in the case of an assignment of rights in such work for the purpose of the production of a program, assume and perform the obligations to the Writer of the Producer herein contained;
- b) in the case of a contract for the distribution or sale of any program in respect of which such Writer is entitled to credit hereunder, accord the Writer such credit on all copies of such program made or issued by such third party, and in all paid advertising (subject to the exclusion set out in

Article A926) issued by or under the direct control of such third party, in which the name of the director of such film appears, and the size of the credit shall be the same as that of the director. A944

The Producer shall be relieved of its obligations to accord Writer credit on all copies of the Production made or issued by a third party as referenced in Article A944(b) only if the Producer obtains a signed copy of the undertaking provided in Appendix U and delivers it to the Writer.

Should the Producer fail to obtain such undertaking, the Producer shall remain responsible for all obligations for credit accorded to the Writer, and shall be liable for any breach of the contract with the Writer or this Agreement arising out of any breach of Article A9 credit provisions, including breaches by a third party with whom it has signed a contract for distribution or sale. A945

Remedy

WGA

In the event that the Company fails to submit its proposed on-screen credits to the Guild, the remedy for a third failure to do so shall be a payment of \$500 to the credited writer(s) of the picture for which credits were not submitted; for a fourth failure, a payment of \$1,000 to the credited writer(s) of the picture, and for each subsequent failure, a payment of \$2,000 to the credited writer(s). Notwithstanding the foregoing, if the Company fails to submit proposed on-screen credits and the on-screen credits violate the provisions of Theatrical Schedule A, the Guild may seek applicable remedies pursuant to Articles 10, 11 and 12.

When the Company has failed to provide credit on the screen in accordance with final credit determination, it shall correct each print before such print is retelecast and place a full-page advertisement in either *Daily Variety* or *The Hollywood Reporter* specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit. *Television Schedule A 27*

WGC

No inadvertent breach of the terms of Article 9 shall be deemed a breach of Article 9 by the Producer, provided that the Producer will endeavor to prevent any further breach after the receipt of written notice specifying details of the alleged breach. A946

Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:

- a) to correct the omission prior to public showing where practicable; or
- b) if correction as in a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Writer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer, the relevant Association and the Guild. The cost of these advertisements will be borne by the Producer. A947

Conversion to Theatrical

WGA

In the case of the theatrical exhibition of a television motion picture, the word “*screenplay*” may be substituted for “*teleplay*,” the phrase “*screen story*” may be substituted for “*television story*,” and the writing credits on screen, in advertising and publicity may otherwise comply in all respects with the provisions of Theatrical Schedule A.

No Other Credits Approved

WGA

Any form of credit not expressly described in the Screen Credits Manual shall be used only upon receipt of a waiver from the Guild. Fewer names and fewer types of credit enhance the value of all credits and the dignity of all writers.

NZWG

Television Credits not Included

No statement regarding approval of other credits. The Screen Credits Manual covers the writing of film only.

SARTEC

... any other formulation agreed upon by both parties. *TV 6.09/FF 5.08*

WGC

No other form of writing credit or subsidiary writing credits shall be permitted and no other form of credit or acknowledgment shall be accorded to a Writer without the prior approval of the Guild. The approval of the Guild shall not be unreasonably withheld. *A910*

WGGB

As a generality no other main writing credits or subsidiary writing credits shall be permitted but when circumstances arise e.g. a co-production treaty film then the Associate shall agree with the Guild any credit variation not provided for in 4 (a) and (b) above. *Screenwriting Credits Agreement*
4

Teleplay by

WGA

a. Guidelines for the Arbiters in Determining Teleplay Credit

Credit for teleplay will not be shared by more than two writers, except that in unusual cases, and solely as a result of a credit arbitration, the names of three writers or the names of two writing teams may be used. The limitation on the number of writers applies to all dramatic teleplays except multiple-story teleplays, revues, variety and audience participation shows.

A writer who is the original writer (herein sometimes called the “first writer”) of a teleplay shall be entitled to teleplay credit unless a “second writer(s)” contributes substantially all of the four elements listed below to a degree that the contribution of the “first writer” in each of the four elements is essentially eliminated. A “second writer(s)” is any writer or writers who render writing services on a teleplay after the “first writer.”

As a general rule, for a “second writer(s)” to share teleplay credit the contribution to the teleplay must consist of changes of a substantial and original nature that go to the root of the drama or comedy, characterization and content of a teleplay and constitute substantially more than the contribution of the “first writer.”

Notwithstanding the requirement that a “second writer” must contribute substantially more than the “first writer” in order to share teleplay credit, where there is more than one “second writer” and where they together contribute substantially more to the teleplay than the “first writer,” but no one writer contributes substantially more than the “first writer,” the “second writer(s)” contributing most substantially to their combined contribution shall be entitled to teleplay credit.

b. Additional Guidelines for the Arbiters in Determining Teleplay Credit

In each case the arbiters read any source material and all literary material provided to them in connection with the development of the final teleplay in order to assess the contribution of each writer to the final shooting script.

The relative contribution of writers to teleplay obviously cannot be determined by counting lines or even the number of pages to which a writer has contributed. Arbiters must take into consideration the following elements in determining whether a writer is entitled to teleplay credit:

- * dramatic construction;
- * original and different scenes;
- * characterization or character relationships; and
- * dialogue.

It is up to the Arbitration Committee to determine which of the above-listed elements are most important to the overall values of the final teleplay in each particular case. A writer may receive credit for a contribution to any or all of the above-listed elements. It is because of the need to understand contributions to the teleplay as a whole that professional expertise is required on the part of the Arbitration Committee. For example, there have been instances in which every line of dialogue has been changed and still the Committee found no significant change in the teleplay as a whole. On the other hand, there have been instances where far fewer changes in dialogue have made a significant contribution to the teleplay as a whole. In addition, a change in one portion of the script may be so significant that the entire teleplay is affected by it. It is because of the need to weigh the relative importance of these elements and to understand contributions to the teleplay as a whole that experience is required on the part of the Arbitration Committee, which in each case reads any source material and all of the writing which has been done in the development of the final teleplay in order to assess the contribution of each writer to the shooting script.

It is possible to consider the writer of a story or treatment as eligible for teleplay credit, but only in those cases where the story or treatment is written in great detail, to an extent far beyond the customary requirements for a story or treatment.

c. Selection from Source Material

As a guideline for arbiters in cases involving a non-original teleplay based upon source material, it is a fundamental principle that selection of teleplay elements from the source material is a part of the creative process of writing the teleplay. Arbiters should give weight to any writer's original and unique utilization, choice, or arrangement of source material when it is present in the final shooting script, but not the employment of basic story elements which any other writer may have also selected. (See teleplay elements - Sec. III.B.4.b. See story elements - Sec. III.A.4.) *Television Credits Manual III B.4*

WGC

No Percentages Defined for Entitlement to Credit

No Irreducible Story Minimum

Variations with prior approval

Such variations as "Based On An Idea By" or "Additional Dialogue By" are not acceptable unless the producer has obtained prior approval from the WGC.

WGGB

Maximum Number of Writers

Maximum number of credited writers is three for both main credits and subsidiary credits. In exceptional cases, e.g. omnibus or episodic films, the number permitted may be increased by agreement between the (Producer) and the Guild. In the event of any disagreement or dispute, the matter shall be referred to the Joint Standing Committee for decision.

Position and Size of Credits

WGA

Theatrical Schedule A8

Writing credits as finally determined hereunder shall appear on the screen. If the writing credits appear in the main titles, they shall appear on a title card immediately preceding the card on which appears credit to the director of the motion picture, provided such writing credits shall not be more than the second personal credit prior to the beginning of the motion picture. If there are no personal names or portions of personal names whatsoever in the main titles, except as part of the name of an entity, which name or portion of personal name does not appear in any other capacity on the motion picture, then the writing credits as finally determined hereunder may appear as the first credit in the end titles or immediately following the card on which appears the credit to the director and the writing credits may not appear in a position later than the second credit in the end titles after the body of the motion picture. Notwithstanding the foregoing, if the director is also the only person receiving "Produced by" credit on the motion picture, the credit to the director may be combined in the form "Produced and Directed by" or "Directed and Produced by" on a single card. Writing credit shall appear on a separate card, except that when the sole credited writer of the screenplay is also the author of the source material, the source material credit may appear on the same card immediately below the "Screenplay by" credit.

Source material credits (if they appear on the screen) and writing credits finally determined hereunder shall, subject to the foregoing, appear only in the following manner:

- a. On one (1) title card on which there appear only writing and source material credits.

b. On separate title cards on each of which there may appear any one (1) or more of such credits, and no other credits.

c. On the main title card of the motion picture on which there may appear any one (1) or more of such credits together with other credits. Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the motion picture, whichever is larger.

Whenever source material credit appears on the same title card as the “*Screenplay by*” credit as described above, the screenplay credit must be the initial credit and must occupy not less than fifty percent (50%) of the credit card in type at least as large in all respects as that accorded the source material credit.

Whenever story credit, but no source material credit, appears on the same title card as the screenplay credit, the story credit and screenplay credit shall be in the same size type, the screenplay credit shall be the initial credit and shall occupy the top fifty percent (50%) of the card, and the story credit shall occupy the bottom fifty percent (50%) of the card, except that the requirements of this sentence shall not apply when there is a contrary contractual commitment entered into prior to March 2, 1977. The Company shall have the right to place the source material credit on another card so long as such other card is not inserted between the screenplay credit and the director’s credit. The foregoing provisions of this subparagraph and the preceding subparagraph shall not be applicable to contract commitments entered into prior to December 13, 1963 which contain terms contrary thereto.

With regard to on-screen credits, the words “*Written by,*” “*Screenplay by,*” “*Story by,*” “*Adaptation by*” or “*Screen Story by*” shall be at least one-half of the size of type used for the name(s) of the writer(s).

Television Schedule A7

Writing credit, required under the provisions of this Schedule A and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:

a. Writing credit (other than source material credit) may appear on the same card on which appears the title of the particular episode, but in no event in size of type less than thirty percent (30%) of the size of the title; or

b. Writing credit, including source material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or

c. Writing credit, including source material credit, may appear immediately prior to or following immediately after the director’s credit. Writing credits placed pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the ending of the teleplay, as the case may be. For this purpose, however, if source material credit appears on a separate card from the other writing credits, these two (2) separate cards immediately succeeding each other shall count as one (1) credit. Commercials or a credit to the production company shall not be deemed to be a “personal credit” for the purposes of this provision. When two (2) or more episodes of the same series or serial are exhibited back-to-back, whether in the medium of original exhibition or in a subsequent medium of exhibition, the Company may place all writing credits before the first episode or program, so long as the writing credits: (1) are clearly identified with the correct episode or program name or a designation such as Part I or Part II, (2) appear on the same card as the episode or program name or designation, and (3) appear in the same relative position as otherwise required. If there are more than two (2) episodes exhibited

back-to-back or the directing credit of each episode appears on separate cards, the writing credits of each episode must appear on separate cards.

d. Credit for Anthology Series. With respect to anthology series only, the Company shall give the writing credits in either of the positions set forth in subparagraph a. or b. above unless the initial sponsor of the series having the right to do so pursuant to its agreement with the Company requires the Company to refrain from placing the credit in either of such positions. In such case, however, the Company shall place the writing credits as provided in subparagraph c. above.

e. The credit given to a television writer or writers pursuant to this Schedule A shall precede (but need not immediately precede) source material credit except that:

(1) the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;

(2) the Company shall in any event have the right to give precedence to source material credit if the source material author's name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller-type credits are used, the Company, in lieu of the use of a separate card, shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible. Source material credit may be given on the same card on which other writing credits appear provided that writing credit (other than source material credit) shall be the first credit appearing on such card and, provided further, that the source material credit shall not occupy more than forty percent (40%) of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided, however, that this provision shall be subject to and not affect any individual personal service agreements in effect on March 18, 1957. In no event, however, shall source material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay credit shall precede story credit, it being understood that if both are on the same card, teleplay credit shall be the first credit and both credits shall be in the same style and size.

(*Television Schedule A 28*) Each writing credit card required hereunder shall appear on the screen a minimum of two (2) seconds, or the length of the producer's or director's credit, whichever is shown longer.

Created or Developed by

Television Schedule A 23

A credit on the screen in the form "*Created by*" shall be given on each episode of an episodic series or serial to the writer when such writer has separated rights and is entitled to sequel payments for such episode under Article 16.B.2.a. Such credit ("*Created by*") shall be on a separate card and shall be contiguous to a writing credit or, if the writer(s) entitled to the "*Created by*" credit gives (give) written approval, such credit may be placed on a single card immediately following the main cast of actors in the main titles. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "*Created by*" credit and the person whose contract provided for such credit may be given a "*Developed by*" credit or other similar credit. If the contract providing for "*Created by*" credit was executed prior to June 16, 1966, such credit may be given notwithstanding the above provisions. In the event no one is entitled to such

separation of rights or in the case of anthology episodes, nothing herein shall prevent, or require, the giving by the Company of a "Created by" credit.

a. A writer entitled to "Created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.

b. With regard to any episodic series or serial in which a writer subject to this Basic Agreement has separated rights, is entitled to sequel payments under Article 16.B.2.a. and receives a "Created by" credit, if the Company desires to grant a "Developed by" credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.

c. A "Developed by" or "Developed for Television by" or any like credit may be given only to a person who has contributed to the writing of the program, series or episode involved; provided, however, that any such credit provided for in any contract in existence on March 2, 1981 may be given whether or not it satisfies the requirements of this subparagraph c.

No Commercial Matter Allowed

No commercial or advertising matter, audio or visual, shall appear on or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter:"

a. Such use as a part of or in direct conjunction with the title of the program or program series, (as in "DuPont Show of the Month," "GE Theatre," "US Steel Hour");

b. Such use as an integral part of draperies, sets, or props appearing under a superimposition of credits when such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy-variety and audience participation programs);

c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program when the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;

d. Such use as a part of the playing or singing of the sponsor's musical theme.

Anything in this Paragraph 22 to the contrary notwithstanding, it is understood and agreed that, on any particular program, the writer will be given parity of treatment with the director insofar as the appearance of commercial or advertising matter on their respective cards is concerned.
Television Schedule A22

AWG

Standard writing credits will be as follows:

(a) Where a writer has written both the story and the screenplay for a film or telemovie s/he will be entitled to the screen credit *By* _____ where such screen credit immediately follows the main title credit, or *WRITTEN BY* _____ where the screen credit appears elsewhere in the film; the positioning of such credit will be at the election of the writer.

(b) The name of a writer accorded a writing credit will appear in lettering the height and width of which is no smaller than that used for the name of the producer or director of the program, which ever is the larger, and on the program writing credit will appear for the same duration as that of

the credit accorded to such producer or director, and where the director and/or producer receives a sole card credit, the writer/s also will receive a sole card credit.

(c) The name or names of the writers referred to in the subsidiary writing credit will not appear in lettering the height or width of which is greater than fifty percent (50%) of that used for the name or names of the writer or writers accorded writing credit.

(d) Subject to the provisions of Clause C(a), the title card on which the writing credit will appear on the program will be next to the title card on which appears credit to the individual producer(s), provided that the title card on which appears credit to such individual Producer is next to the title card on which appears credit to the director; in any other case, the title card on which the writing credit appears will be next to the title card on which appears credit to the director; but in no case will the writers card be separated by more than one card from that of the director.

For the purposes of this clause, 'PRODUCER' means the individual producer who receives the title card "Produced by...." and does not include co-producer, executive producer, associate producers and the like.

(e) No other written material may appear on the card with the above mentioned writing credits.

SARTEC

Mention of the writer in the credits must be on a single title card, and the formulation of said mention must be of equal importance and of the same rank (credits at the beginning and/or end) than that given to the director. Other mentions, if needed, are done on a separate board. *Feature Film Agreement 5.09*

Television: The mention in the credits for the writer of a single work or the writer of an episode of a series must be at least as important and of the same order (credits at the beginning and/or end) as the mention awarded to the director of the single work or episode of a series. *Television Agreement 6.10*

When several writers collaborate to the same screenplay for the same show, each writer has the right to be acknowledged in the credits for his/her contribution. *TV 6.11/FF 5.10*

The main credit must be on a single title card and the wording of this mention must be of the same importance and rank (credits at/or start or end) than that given to the director. Other mentions, if the need arises, are placed on a separate title card. *Feature Film Agreement 5.10*

WGC

(Translation By Credit for Animation subject to individual contracts)

The name of a Writer accorded a writing credit shall appear in lettering the height and width of which is no smaller than that used for the name of the Producer or director of the program, whichever is the larger, and on the program the writing credit shall appear for the same duration as that of the credit accorded to such Producer or director. *A916*

The writing credit and the subsidiary writing credit may appear on the program on the same title card. The name or names of the writers referred to in the subsidiary writing credit shall not, however, appear in lettering the height or width of which is greater than fifty percent (50%) of that used for the name or names of the writer or writers accorded writing credit. *A917*

Subject to the provisions of Articles A903 and A904, the Writer's credit shall appear next to the director's credit unless an individual producer's credit appears between them. Only one Producer title card may appear between the Writer's and director's credit. For the purposes of this

Article, individual producer(s) shall mean individuals as accorded the credits "Producer" or "Executive Producer" only.

Examples of acceptable credit sequences are:

(in head credits)

(any other credit), Writer, Director

Producer, Writer, Director

Writer, Producer, Director

(in tail credits)

Director, Writer, (any other credit)

Director, Writer, Producer

Director, Producer, Writer

When any credit is shared by sequential writers, the names of the writers shall appear in the order in which they were engaged. *A918*

No other written material may appear on the card with the above mentioned writing credits and no other card may interrupt the credit order set out in Article A918. *A919*

WGGB

Company is to give credit at beginning or end of programme unless writer requests no credit; to do that, he or she must inform the Company, in writing, before printing of the captions. Company must include writer in publicity to third parties if Director mentioned. *ITV Agreement 14*

The Writer shall be entitled to screen credit either at the beginning or end of the programme based on the Script and such credit shall be either adjacent to the main title of the programme or to the credit for the producer or director and shall not be inferior in size of type, duration and prominence to that given to the producer or director. *BBC TV Agreement 20.1*

The name of a Writer accorded main Writing Credit shall appear in lettering of the same height and width as that used for the name of the Producer or the Director of the film, whichever is the larger, and shall remain on the screen for the same duration of time as that of the Producer or the Director, whichever is the longer. *Screenwriting Credits Agreement 6a*

Source Material

A Source Material Credit may be included at the foot of the card on which the Main and Subsidiary Writing Credit(s) appear. The name(s) referred to in such Source Material Credit shall appear on this card in lettering the height or width of which is not greater than 25 per cent of that used for the Main Writing Credit(s). *Screenwriting Credits Agreement 6c*

Size Variations

Where more than one individual is accorded Main Writing Credit, the Associate shall adjust proportionately the size of the lettering so that the names shall appear in lettering the height and width of which shall be on the following scale, 2 credits 150%, 3 credits 200%, of the lettering used for the Producer or Director as the case may be. *Screenwriting Credits Agreement 6d*

V. WORKING PROCEDURES

WGA

Notification of other writers on the same assignment

The Company is obligated, under the Minimum Basic Agreement, to notify a writer of all writers currently or previously employed by the Company on the same material. At the request of any participating writer, the Company will notify the writer in writing of the name(s) of any writer(s) employed subsequent to such writer.

A Guild Working Rule requires that the writer ascertain from the proper authorities in the production company the names of any other writers currently assigned to the same material. The writer also must notify any such writers of the fact that the writer has been assigned to the material.

Keep a copy of all work done.

For fair credit determination it is vital that the writer keep copies of all work done. To be considered in a credit arbitration, literary material must have been submitted by the writer to the Company upon completion of the work or upon purchase. All material should be properly dated and labeled. Copies of story or script suggestions constituting literary material should be kept and must also have been submitted to the Company in writing if the writer wants to claim credit for these contributions. A dated memorandum to the Company can place these suggestions on the record. Literary material submitted to the Company includes submission to individuals authorized by the Company to accept such materials.

AWG

Producer not obligated to notify writer of previous writers involved. The writer should ascertain from the producer the names of any other writers currently assigned to the same material and notify any such writers of the fact that s/he has been assigned to the material. The writer is further obliged to enquire of the producer about all prior material on the project.

Ensure Credit Arbitration Clauses are in contract

Each member should ensure that the clauses of the AWG's recommended credit disputes arbitration clause - requiring the producer and any other writers who may work on the project to honour the AWG's Credits Arbitration - is included in all agreements.

Story Conference Notes

Copies should also be kept of suggestions made in story conferences which do not appear as the writer's work in the final script. There is no false vanity in this. Writers frequently lay claim to such contributions. If a suggestion is good enough to argue about when the production is finished, it is good enough to put in writing at the time of its inception. A dated memo to the producer can place it on record.

SARTEC

Only the signatories to a contract in accordance with the collective agreement have the right to the credit mention of (*Television: writer of the texts*) screenwriter of the feature film. This provision does not exclude from the credits those writers covered by Section (*Television 3.05*) 3.02 and 3.03. FF 5.11/TV 6.12

WGC

Responsibility to Notify

The Producer agrees to notify a Writer, before the Writer is engaged on any assignment, of the names of all other Writers previously engaged by the Producer who have been assigned to work on the same material. The Producer shall also notify the Writers previously engaged on such material of the name(s) of any additional Writer(s) engaged. *A302*

The Writer will advise the Producer of any persons to whom, to the best of the Writer's knowledge, the Script Material has been previously submitted. *A303b*

Collaboration

WGA

A "team" of writers is defined as follows:

Two writers who have been **assigned at about the same time to the same material and who work together for approximately the same length of time** on the material.

The Guild does and must presume that when two writers comply with the definition of a team and their names appear jointly on the work that is produced, the whole will be judged as a joint contribution unless a specific objection to this assumption is made at the time of the writing. Such objections should be made in writing to the Screen Credits Administrator and concurrently to the other writer. It is the Guild's position that a writer who chooses to question the validity of a collaboration should do so openly and frankly at the time the work is done and not several months later in the course of a dispute as to credits.

If a writer is employed to work as part of a team **in collaboration with a writer also employed in an additional capacity, a collaboration agreement is required in order for the writer also employed in an additional capacity to claim co-authorship of the team's material.** (See "Section III.C., Production Executives.")

When credit is accorded to a team of writers, an ampersand (&) shall be used between the writers' names in the credit to denote a writing team. Use of the word "and" between writers' names in a credit indicates that the writers did their work separately, one usually rewriting the other. This distinction is well established in the industry through custom and practice.

AWG

Collaboration on an equal basis

The AWG operates on the assumption that all collaboration is done on an equal basis. Nevertheless, it is understood that it is frequently the producer's decision which creates the collaboration without guaranteeing how it will operate.

The AWG is not anxious to tolerate the so-called "free-ride". There is no reason why a false sense of ethics should guarantee credit to a writer who, through the accident of an assignment, happens to be associated with a production for which s/he bears little or no responsibility.

To sum up, therefore, the following general conclusions have been arrived at on the basis of experience:

(a) Each writer will recognise his/her free choice in the acceptance of a collaborator in the light of ultimate evaluation of the work produced as a joint effort.

(b) Each writer will, during the course of his/her work with collaborator, consider whether s/he regards the work as entirely collaborative; and in the event that s/he intends at some later date to deny its 50-50 basis, s/he should register his/her opinion to that effect (with whatever consequences it may entail) at the time of the writing. Such procedure will often have the effect of avoiding controversy.

No provision for collaboration agreement with writer employed in an additional capacity.

NZWG

No provision for collaboration agreement with writer employed in an additional capacity.

WGC

Single Contract

Team writing is indivisible and no collaboration agreement required as members of a team are on a single contract.

Payment will be split equally between or among the Writers of the Team. *A256*

Should a producer wish to proceed with only one member of a team, the original contract must be terminated and permission granted by both members of the team (including payment) to pass the material on to a new writer even if that new writer was a member of the team. Such permission will not be unreasonably withheld.

WGGB

Where a joint writing team is involved the **payment shall be divided as agreed between them.**
PACT Agreement 6i

Writing Independently of Prior Scripts

WGA

It has been the practice and the policy of arbiters in credit arbitrations to assume that a writer has access to prior literary material, an assumption based on the custom of the industry.

Although a writer may claim in all honesty not to have seen any prior literary material, and/or that the producer had asked the writer not to read any prior literary material; and/or that all copies of prior literary material had been made unavailable for any reason whatsoever, nevertheless, the arbiters must act on the basis that there is presumptive evidence that a writer did, in fact, have access, in spite of a writer's claim of "writing independently of prior scripts," if a significant similarity exists between a prior piece of literary material and a writer's later literary material.

The arbiters must proceed on the basis that the similarities in themselves constitute presumptive evidence that there must have been some sort of access even if the literary material of the prior writer was only orally transmitted, as, for example, from a production executive to a later writer. It is also presumptive evidence that a production executive would relate in some manner or form, directly or inadvertently, formally or informally, significant contents of a prior piece of literary material which may or may not be incorporated in later literary material.

Therefore, it is the policy of the Guild that the written material will prevail, making the lack of or the existence of a significant similarity between the prior or later literary material the deciding

factor. **Because this presumption is irrebuttable, the claim of writing independently of prior literary material may not be considered by a Policy Review Board.**

This section relates only to the presumption that subsequent writers have access to prior writers' literary material. Please see "Section III. Guild Policy on Credits" for contribution necessary to receive credit.

AWG

The claim of writing independently of prior material should not, in itself, be a reason for a Review Board hearing of the decision of the Arbitration Committee's findings. This is a matter which should be incorporated in the contesting writer's original complaint and also a matter which would have been weighted by the Arbiters.

WGC

Primacy of the first writer

The fundamental principle of all credit arbitration is the Primacy of the first writer.

Original Scripts

The burden of proof of contribution lies with the subsequent writer/s. If there is a doubt, the arbiters are encouraged to rule in favour of the original writer.

Screenplays based on other materials

When a screenplay is based on pre-existing material (book, news story, etc.) the initial writer still had to select and shape the material, and merits credit for this task.

A subsequent writer may claim that he or she did not read previous scripts and therefore started from scratch. However, arbiters should assume that the first writer's work may have been communicated indirectly (for instance, in conversation with the producer), and that this may well have informed a later writer's efforts, even if unconsciously.

Therefore, the principles applied to an original script apply also to an adaptation with this exception:

Where the majority of Story, Structure and Characters are substantially similar in each writer's work to that found in the source, arbiters should give more weight to what is original and distinct from the source material.

VI. NOTICE OF TENTATIVE WRITING CREDIT

WGA

Schedule A of the Minimum Basic Agreement provides that the Company will send to each participant, or to the current agent of a participating writer if that participant so elects, and to the Guild concurrently a Notice of Tentative Writing Credits ("Notice"). The Company also is required to provide each participating writer (or designated agent) a copy of the final shooting script (or if such script is not available, the latest revised script).

Although it is the Company's responsibility to send the Notice properly in accordance with the MBA provisions, it is in the best interest of each participating writer to make sure the Guild and the Company always have current address information to ensure proper and timely delivery. If a writer contractually designates an agent or other representative to receive Notices then the writer should periodically remind such representative to forward all Notices in a timely manner so important deadlines are not missed.

Notice of tentative credits shall be in the form contained in the MBA.

If a participating writer intends to be away from his/her residence, or for any other reason will not be able to receive materials at his/her customary mailing address, the writer should give prompt written notice to the Company to send the Notice of Tentative Writing Credits and the Final Shooting Script to a specified representative.

A. Timing of Credit Notifications and Objections

WGA

Before Prints Prepared/5 days to object

Before the writing credits for a motion picture are finally determined and **as soon as practicable following completion of principal photography** of such motion picture, the Company will send to each participant, or to the current agent of a participant if that participant so elects, and to the Guild concurrently a written notice which will state the Company's choice of credit on a tentative basis, together with the names of all participants, their addresses last known to the Company, and **if a participant is then also a director or producer of the motion picture, the notice will so indicate**. A copy of the **final shooting script** (or if such script is not available, the latest revised script available) will be sent with the notice of tentative credits to each of the participating writers, or to the current agent of a participant if that participant so elects. When the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address is furnished by the Guild within five (5) days after the Company's request for such information, in addition to giving notice to each participant shown on its own records. *Theatrical Schedule A 11, Television Schedule A11*

If there is confusion as to the identity of a participating writer listed on the Company's notice of tentative credits because two (2) or more writers have the same first and last name, then Company shall, upon request of the Guild, furnish to the Guild such writer's Social Security number, if known to the Company, or the employer identification number of such writer's loan-out company.

The Company shall, on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which Company intends to use in connection with the motion picture. Such credits shall not be subject to the provisions for protest and

arbitration as hereinafter provided, but the Guild shall have the right to object to the form of such a credit.

Notice of tentative credits shall be in the form approved by the Guild and is included in the MBA.

At the Company's request, the Guild may, but shall not be obligated to, make a determination of screen credits and shall so notify the participants. When a Guild determination is so made, it shall be considered a final determination.

At the request of the Guild made to the Company on commencement of principal photography of such motion picture, the Company shall furnish the Guild with a list of all persons who, to the best of the Company's knowledge, are or were participants (see Paragraph 9 above) with respect to such motion picture. If, thereafter, any other writer is engaged by Company to render writing services on or in connection with such motion picture during principal photography, the Company will promptly notify the Guild of that fact. If the motion picture involved is a remake of an earlier motion picture produced by Company, the list of writers to be supplied by the Company pursuant to this paragraph shall include the name of any writer employed by the Company to render writing services with respect to the most recent prior production by Company of such earlier motion picture and who received screen credit for such writing services.

A casual or inadvertent failure by the Company to forward the notices, list, names or other information to the Guild or persons specified at the times or places designated pursuant to this Paragraph 11 shall not be deemed to be a breach of this Basic Agreement.

AWG

15 Days Prior to Principal Photography

No later than **fifteen (15) days prior** to the first scheduled day of principal photography, the producer will send to every person who has been engaged by the producer (or, with the knowledge of the producer, to any predecessor of the producer) to make a written contribution to the script, a draft of the intended writing and subsidiary writing credits worded in accordance with the provisions of this Credits Manual and showing the order in which the producer proposes to announce the names of the writers, if more than one, accorded credit, and indicating any credit for source material intended to be included.

Subsequent Alteration

If any subsequent alteration to the intended writing or subsidiary writing credit is intended, then the producer will notify the AWG and all writers including any new writers also involved of his/her intended alteration, and such notification would be not later than fourteen (14) days after the completion of filming or taping of the program.

All notifications referred to in this clause will be by registered post and will be sent to the last known address of each writer or his/her agent or to any other address which the writer notifies to the producer before the dispatch of such draft.

NZWG

Prior to Release Date

Well prior to the release date of a film, the producer should provide any writer who wrote a script for the film with a copy of the **shooting script and a notice of the credit** to be given on that film. If the producer does not provide the writer with such script or notice then it is the duty of the writer involved to request such material. If the producer is not forthcoming the writer should contact the Guild who will assist in obtaining such material.

SARTEC

Feature Film: Concurrent with notification of financial backers

The producer presents his proposal of the list of credits to the writer or his representative at the latest as the same time he presents it to his financial backers. *Feature Film Agreement 5.12*

Television

The producer presents the list of credits to the writer as soon as it is available. To this end, the producer must take reasonable steps to present a proposal of the complete list of the writers included in the credits prior to the start of the shooting of the relevant show.

Notwithstanding the preceding, in those cases other than co-writing or shared writing, when there has been no previous cancellation of the writing contract for the relevant show, the addition of a writer, no follow-up writing after the cancellation, nor rewriting by another writer and no other mentions in the credits than those allowed for by the script writing contracts, the producer is not obliged to submit the credits list to the writer. In such cases, the credits mentions provided for by the writing contract do apply and bind all parties. *Television Agreement 6.14*

WGC

15 days prior to the first scheduled day of principal photography

No later than **fifteen (15) days prior** to the first scheduled day of principal photography **or**, in the case of a Television Documentary, no later than the date of recording of final narration, or the date of the fine cut if there is no narration recording, the Producer shall send to the Guild and to every person who has been engaged by the Producer (or, with the knowledge of the Producer, to any predecessor of the Producer) to make a written contribution to the Script, a draft of the intended writing and subsidiary writing credits. Such notice will indicate the order in which the Producer proposes to announce the names of the Writers, if more than one, accorded credit, and the placement of the writing and subsidiary writing credits in the credit sequence. If the production company proposes a Writer who is also a director or Producer or Executive Producer, the notice shall so indicate.

In the case of **television Series**, the Producer may have the notice of intended credits, described above, delivered by hand not later than **seven (7) days prior** to the first scheduled day of principal photography.

Story Editors and Consultants

The Producer shall send to the Guild and to every Story Editor or Story Consultant who has been engaged to provide Story Editor or Story Consultant services on any production the Notice of Intended Writing Credits indicating intended on-screen Story Editor credit(s) or Story Consultant credit(s), and showing the placement and order in which the Producer proposes to announce the names of the Story Editors or Story Consultants. **The Producer must file this notice for all productions prior to their wrap date.**

WGGB

14 Days After the Completion of Principal Photography

Not later than **14 days after** the completion of principal photography of the Film (or as soon as possible thereafter if circumstances make despatch within 14 days impracticable) the Producer shall send by Registered Post or recorded delivery a draft of the proposed Main and Subsidiary Writing Credits, prepared in good faith. *Screen Credits Manual 10 (a)*

Separation of Rights

WGA

Notwithstanding the foregoing, if an arbitration has been conducted pursuant to the Basic Agreement to determine preliminary separation of rights, and if no additional writing is done thereafter, then the credits determined in the preliminary separation of rights arbitration shall become the final writing credits without the need for an additional credits arbitration. The Company nonetheless is required to submit a notice of tentative writing credits concurrently to the Guild, to each participating writer or to the current agent of each participating writer pursuant to Paragraph 11 of this Schedule A. *Theatrical Schedule A14*

B. What to do Upon Receipt of Notice

WGA

1. If the writer agrees with the tentative writing credits proposed by the Company, the writer does nothing, signifying acquiescence by failure to protest.
2. If after reading the final script, the writer wishes to discuss the credits with the other participating writers involved before deciding whether or not to protest the tentative writing credits, the writer may call the Guild and the Guild will make reasonable efforts to arrange for such discussion. *Screen Credits Manual*

Theatrical

The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than 6:00 p.m. of the **tenth** business day following the next day after the dispatch of the notice above specified; provided, however, that if, in the good faith judgment of the Company, there is an emergency requiring earlier determination and the Company so states in its notice, such time may be no earlier than 6:00 p.m. of the fifth business day following the next day after the dispatch of the notice above specified (12 business days). In the event of an emergency and on Company's request, the Guild may reduce such "fifth business day" period. The Guild agrees to cooperate as fully as possible in considering such requests.

If, within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefor in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. *Theatrical Schedule A13*

Television

The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than 6:00 p.m. of the **fifth** business day following the next day after the dispatch of the notice above specified; provided, however, that if, in the good faith judgment of the Company, there is an emergency requiring earlier determination and the Company so states in its notice, such time may be no earlier than 6:00 p.m. of the **next** business day following the next day after the dispatch of the notice above specified.

If, within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every

protest, including that of the Guild, shall state the grounds or basis therefor in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. *Television Schedule A13*

If after reading the final script the writer wishes to protest the tentative writing credits as proposed by the Company, the writer sends the following written protest both to the Company and to the Guild:

“HAVE READ FINAL SCRIPT AND HEREBY PROTEST TENTATIVE WRITING CREDITS ON (NAME OF PRODUCTION) AND CONSIDER CREDIT SHOULD BE _____.”

Such written protest must be received by the Company and the Guild within the time specified at the bottom of the Notice of Tentative Writing Credits, but in no event shall this time be less than that specified in the Minimum Basic Agreement

No writer should request credit or ask for an arbitration without first having read the final script.

Screen Credits Manual IIB3

Notification of Protest

Upon receipt of a protest, the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination. *Theatrical Schedule A15*

(For television, the name of the protesting party and new time set for final determination is sent with the materials)

AWG

If the writer **wishes to read the material** or to discuss the credits with other writers involved before committing himself, **s/he notifies the producer immediately** (within 24 hours from the time s/he receives the notice of tentative credits. S/he sends the producer and the AWG the following fax/email:

_____*WOULD LIKE TO READ FINAL SCRIPT ON (NAME OF PRODUCTION) AND RESERVE RIGHT OF PROTESTING TENTATIVE CREDITS*

The **producer is required to deliver to the AWG a copy of the script for each participant who requests it.** The writer is required to read it and file protest if s/he wishes to **within 5 business days** (exclusive of public holidays) after scripts are made available.

The AWG feels strongly that no member should request credit or ask for an arbitration without first having read the material.

NZWG

If after reading the shooting script the writer wishes to protest the credit, the writer shall contact **the Guild** (only) in writing and advise that they have (a) read the shooting script and (b) wish to protest the credit by way of a credit arbitration. Once such a request is received the credit arbitration process officially begins. **No standard objection form, no rules regarding the producer.**

SARTEC

Film: The writer has fifteen (15) working days to request a reassessment of the list of credits relative to the screenplay and/or, if the need arises, to request credit arbitration. *Feature Film Agreement 5.12*

Television: The dispute has to be presented to the SARTEC by a producer or a writer within fourteen (14) days of learning of the facts giving rise to the dispute. Submitting a request for arbitration binds the parties that signed the SARTEC contract and they must submit to the arbitration process and respect the decision of the arbiters. *Television Agreement 14.05*

WGC

Subject to the provisions of Article A922 and A926, if, within fourteen (14) days of the date of despatch of the Notice of Intended Writing Credits (seven [7] days in the case of a Series), no objection is received by the Producer and the Guild from any Writer to whom such draft has been sent, the wording of the writing and subsidiary writing credits set out in the Notice of Intended Writing Credits shall become final and binding on all parties. *A925*

If, within the period provided for in Article A925, a written objection is received by the Producer and the Guild from any Writer to whom such a draft has been sent, such objection shall (subject to Article A941) be dealt with (according to Articles A928-941) *A927*

WGGB

If within 14 days of the date of despatch of draft credits, no objection is received by the producer from the Guild or from any of the persons to whom the draft has been sent, the credits as set forth shall become final and binding on all parties.

If a written objection is received within 14 days, **all the parties concerned shall endeavour to resolve the problem amongst themselves.** In the event that the problem is not resolved within 10 days of the receipt of such objection, it shall be referred to arbitration.

C. Automatic Credit Arbitrations

WGA

In any case in which automatic credit arbitration is required under this Schedule A, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and, in such case, Company will immediately make available to the Guild the material as provided for under this subparagraph. *Theatrical Schedule A18, Television Schedule A17*

AWG

Unless the screenplay writing is done entirely without the collaboration of any other writer, no designation of tentative screenplay credit to a producer or director will become final or effective unless approved by a credit arbitration as herein provided, in accordance with the AWG rules for the determination of such credit.

The following rules govern writing credits of producers or directors when other writers are involved:

1. If a producer or director or any person employed or engaged in a capacity other than a writer intends to claim collaboration credit, s/he must at the time s/he starts to work as a writer, signify such intention in writing to the AWG and to any other writer or writers assigned to the script. Failure to comply with the above will preclude such production executive or such person employed or engaged in a capacity other than a writer from claiming co-authorship of the material and such material will be attributed to the other writer.

2. At the time of the credit arbitration, the producer or director must assume the burden of proving that s/he had in fact worked on the script as a writer and had assumed full share of the writing. If the producer or director is the second writer s/he must have contributed more than 50% of the final script to receive screenplay credit. His/her contribution must consist of dramatic construction, original and different sequences, original characterisation and dialogue and must be in written form prior to the shooting of any scene.

3. In cases, where the Arbitration Committee finds that the producer or director has made a sufficient contribution to the final script to warrant screenplay credit, any other writer or writers employed may, at the discretion of the Arbitration Committee share screenplay credit for any substantial contribution without necessarily meeting the usually required thirty three per cent (33%).

4. In the instance of a team working in active collaboration, one or other of whom exercises the function of producer or director, in order for the producer or director to receive credit it will be required that the team contributes substantially more than sixty percent (60%) of the final script. Any other writer, however, who works on the script may be granted credit for any substantial contribution without necessarily meeting the usually required thirty three per cent (33%).

As in all cases, decisions of Arbitration Committees are based upon written material. Producers and directors, as well as writers, should therefore keep dated copies of all material written by them for submission to the Arbitration Committee. *Screen Credits Manual D*

NZWG

No Provisions

No provisions for automatic arbitration

SARTEC

No Provisions

No provisions for automatic arbitration

WGC

Director, Producer, Executive Producer

In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles A927 to A940. *IPA A901*

If the Producer claims that a Writer has been contracted to write a Television Script based on a Story composed or created by a production executive or employee of the Producer (other than a Story Editor), the Story and Television Script shall be subject to a credit arbitration as provided in Article A9. Should such a credit arbitration not award a credit to the production executive or the employee of the Producer, the Production Fee payable to the credited Writer(s) shall be calculated without taking into account the Script Fee paid to such uncredited production executive or

employee. In the case of a Story Editor, the standard credit arbitration procedures shall apply.
IPA B112

Animation

In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow under the rules of Articles 1024 to 1037.

WGGB

In the case of any producer or director claiming screenwriting credit this shall be referred automatically to the credit arbitration procedure of the Writers Guild of Great Britain except that where the producer or director is the sole writer. *PACT Agreement 33*

D. Agreement Among Writers

WGA

The Minimum Basic Agreement provides that, when more than one writer has participated in the writing of a motion picture, then all participants have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen and in what form, provided that the form agreed upon is in accordance with the terms of the Theatrical and Television Schedule A of the Minimum Basic Agreement, and provided the agreement is reached in advance of arbitration. The Minimum Basic Agreement also provides that the form of such credit shall not be suggested or directed by the Company.

Any participant may initiate a meeting or other discussion among all the writers who have contributed to try to reach such an agreement.

After a protest is received by the Guild, if there is an indication that agreement on the credits might be reached by the participants, the Screen Credits Administrator will make reasonable efforts to arrange a meeting or other discussion among the writers for this purpose. If no agreement is reached, credits shall be finally determined by arbitration.

WGC

Preliminary Alternative to Arbitration

If an objection to proposed credits is received by the Producer within the allotted timeframe, as a preliminary alternative to arbitration the Producer may dispatch a revised draft of proposed credits and if dispatched within seven (7) days of receipt of such objection, such revised draft shall be dealt with as though such revised draft were the original draft. A942

Agreement among Writers

When more than one Writer has contributed to the writing of a Script and all contributing Writers agree unanimously among themselves as to which of them shall receive credit and to the form of such credit, then provided that:

- a) the number of Writers receiving such credit does not exceed two (where two Writers have collaborated on a Script as a bona fide Team, the credit of these two Writers shall count as one credit);
- b) the form of such credit is in accordance with this Article;

c) the Producer and the Guild are notified of the agreed form of such credit prior to final determination of the credits in accordance with the terms of this Article; such credit shall be final and binding on all parties. A943

WGGB

If a written objection is received within 14 days by the Associate from the Guild or from any other person(s), all the parties concerned shall endeavour to resolve the problem amongst themselves. In the event that the problem is not resolved within 10 days of the receipt of such objection it shall be referred to arbitration. *Screenwriting Credits Agreement 11*

VII. ARBITRATION

NOTE: The words “arbitration” and “arbiters” and their variants are used in their broadest general, as opposed to technical, sense as implying an expeditious, fair and impartial means of resolving differences among writers as to their credits. There is no intended or implied connection with the more formalized arbitrations conducted in other forums, such as court-ordered arbitrations or union-management arbitrations. Use of the terms “arbitration” and its variants in this Manual does not contemplate that the credit determination procedures hereinafter set forth are to be construed as a form of statutory arbitration or as a grievance/arbitration mechanism such as the one contained in Articles 10 and 11 of the Minimum Basic Agreement.

No individual who serves as an arbiter, consultant, member of a Special Committee or Policy Review Board shall have an interest in the outcome of the credit determination.

No Exploitation Prior to Arbitration Results

WGA

In connection with “sneak” previews before the first general release of a motion picture in the United States, the Company shall give such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship, but it shall be the obligation of the Company in good faith to have such credit determined prior to such sneak previews; and there shall be no other preview or theatrical showings of any kind, except sneak previews, until correct writing credit has been determined as herein provided and included in the main title. *Theatrical Schedule A23*

SARTEC

Film

Any dispute with regard to the credits for several writers is submitted to the arbitration committee for credits. In the case of an emergency or the failure to get a judgment from the Arbitration Committee within fifteen (15) work days following the deadline stipulated in Section 5.12, the producer may set up the credits under an alphabetical order. *Feature Film Agreement 5.14*

The fact that a grievance has been submitted to the arbitration committee for credits in no way postpones the schedule of production of a cinematographic work nor its distribution. *Feature Film Agreement 13.02*

Television

The APFTQ, the SARTEC as well as all individuals they represent agree that any dispute with regard to the credit title as well as the splitting of the production fee and royalties between writers will be submitted to the Arbitration Committee for Credits and this, to the exclusion of any other recourse including that of injunction. *Television Agreement 14.01*

The fact that a grievance has been submitted to the Arbitration Committee for Credits in no way postpones the schedule of production of a show or its broadcasting. *Television Agreement 14.02*

WGC

The program shall not be commercially exploited until the credit arbitration is complete. However, when the Producer has imminent delivery dates, the Guild will endeavor to expedite the arbitration. *A938*

Eligibility

WGA

Theatrical

A writer who has participated in the writing of a screenplay, or a writer who has been employed by the Company on the story and/or screenplay, or who has sold or licensed literary material subject to this Basic Agreement, shall for the purpose of this Basic Agreement, be considered a participant.

As a participant, the writer shall be entitled to participate in the procedure for determination of screen credits. In addition, in the case of a remake, any writer who has received credit under (the MBA) for story or screenplay or teleplay in connection with a prior version of the motion picture previously produced for theatrical release, for free television or basic cable exhibition or for pay television or the videocassette/ videodisc market shall also be considered a participant. *Theatrical Schedule A9*

Unless a unanimous agreement has been reached in accordance with Paragraph 6 hereof, any participant or the Guild may, within the period provided for in Paragraph 13 hereof, file with the Company at its studio and the Guild at its Los Angeles or New York office, as the case may be, a written request for arbitration of credits. In any case in which automatic credit arbitration is required under this Schedule A, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and, in such case, the Company will immediately make available to the Guild the material as provided for under Paragraph 15 of this Schedule A. The Guild through its arbitration committee shall, within the time limit specified by the Company, make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company. *Theatrical Schedule A18*

Television

A writer who has participated in the writing of the teleplay or of the story (other than source material) with respect thereto, and, in the case of a remake, any writer who has received credit under this Agreement or under a predecessor Agreement to this Agreement for either story (other than source material) or teleplay or screenplay in connection with a prior version of the motion picture previously produced for theatrical release, for free or basic cable television exhibition or for Supplemental Markets, shall for the purpose of this Basic Agreement, be considered a participant. As a participant, the writer shall be entitled to participate in the procedure for determination of writing credits. The Guild shall cooperate with the Company when possible by providing information when requested relating to the writers of the prior version(s) of the motion picture. This paragraph shall not apply if it conflicts with contractual commitments entered into prior to March 2, 1981, if said commitments were valid at the time of the contractual commitment was made. *Television Schedule A10*

NZWG

Only a writer who has, under signed contract, written a script of the film to be arbitrated shall be entitled to use this arbitration procedure.

SARTEC

Only the signatories to a contract in accordance with the collective agreement have the right to the credit mention of screenwriter of the feature film. This provision does not exclude from the credits those writers covered by Section 3.02 and 3.03. *FF 5.11/TV 6.12*

The APFTQ, the SARTEC as well as all individuals they represent agree that any dispute with regard to the credit title of the writers as well as the division of the production fee and royalties between writers will be submitted to the Arbitration Committee of the SARTEC (*FF 13.01/TV 14.01*), when all involved writers are residents of Canada and this, to the exclusion of any other recourse including injunction. When one of the writers is not a resident of Canada, any such dispute is then settled in accordance with Appendix L of the current agreement. *Feature Film Agreement 13.01*

WGC

For the purposes of credit arbitration, a “participating writer” shall be any person:

- a) engaged by the Producer (or predecessor of the Producer); or
- b) who has had Script Material acquired or purchased by the Producer (or predecessor of the Producer); or
- c) whose Script Material has been provided by the Producer (or predecessor of the Producer) to subsequent Writers engaged on the same program; or
- d) whose Script Material can be seen to be reasonably connected to the program and whose Script Material becomes subject to the credit arbitration process.

If there is any uncertainty or dispute as to whether an individual fits the criteria for “participating writer”, the Guild’s Credit Committee will be consulted for a ruling which shall be final and binding on the parties. *A930*

Mediation

NZWG

After a request for arbitration is received by the Guild, the Screen Credits Administrator or any participant writer in the arbitration may initiate a meeting or other discussion among all the writers who have contributed to try to reach an agreement as to credits. This discussion may take the form of formal mediation and the Guild may bring in a mediator (agreed upon by the parties) to conduct such a discussion.

Mediation is designed to be an informal process by which the participants can freely discuss the issues and attempt to reach some form of agreement.

If no agreement is reached, credits shall be determined by arbitration.

Notwithstanding, all participating writers shall, at any time in the arbitration process, have the right to agree unanimously among themselves as to which of them shall receive writing credits

on the screen and in what form, provided that the form agreed upon is in accordance with the terms of this Manual.

Selection of Arbiters

WGA

Any controversy as to credits shall be determined by an Arbitration Committee consisting of three members of the Guild who shall be drawn from the Screen Arbiters List. The Screen Arbiters List includes writers who have been current members for at least five years or who have received three screen credits. At least two of the three arbiters on any Arbitration Committee shall have served on no less than two previous Arbitration Committees.

In setting up a Committee to serve in a particular arbitration, the Screen Credits Administrator shall submit to the participating writers a copy of the Screen Arbiters List. Each participating writer shall have the right to challenge peremptorily a reasonable number of the names on the Screen Arbiters List. The Screen Credits Administrator will select the Arbitration Committee from the names remaining on the list after all participating writers have had the opportunity to file a list of peremptory challenges. Wherever possible, arbiters will be selected who are experienced in the type of writing involved in the particular arbitration.

The members of the Committee so selected shall not be informed as to the name or identity of the other members of the Committee.

AWG

At least two of three arbitrators will be drawn from the Arbitration Panel and at least one will have served on at least one arbitration and all of whom will be current members of at least two years standing or have received two screenplay credits.

NZWG

In setting up a Committee to serve in a particular arbitration, the Screen Credits Administrator shall draw up a list of no less than nine potential Committee members and submit to the participating writers a copy of that list. Each participating writer shall have the right to challenge peremptorily a reasonable number of the names on the Screen Arbiters List. The Screen Credits Administrator will select the Arbitration Committee from the names remaining on the list after all participating writers have had the opportunity to file a list of peremptory challenges. Each writer will be allowed to challenge up to three names on the list. Wherever possible, arbiters who are experienced in the type of writing involved in the particular arbitration will be selected.

SARTEC

The arbitration committee for credits is made up of three (3) persons appointed by the SARTEC. A copy of the list of persons authorized by the SARTEC to sit on this arbitration committee for credits is sent annually to the APFTQ. An arbitrator may be challenged in those cases that fulfill the modalities defined by the *Code de Procédure civile du Québec*. FF 13.03/TV 14.03

WGC

The Guild shall forthwith appoint three Arbitrators to adjudicate on the objection in accordance with the Guild's established guidelines for credit arbitration, a copy of which shall be furnished to the Associations. Arbitrators appointed under this provision are not "arbitrators" within the meaning of any labour relations legislation. The Credit Arbitration procedure must be completed before the grievance and arbitration procedure in Article A5 – Grievance Procedures and Resolution, or any expedited arbitration provision in any labour relations legislation, may be initiated. *IPA A928*

Panelists are selected by the administration of the WGC from a list of guild members who have earned at least one relevant screen credit in the last five years. Panelists are chosen on a rotation basis, so they will not be called upon again until all other eligible WGC members have served. *WGC Credit Arbitration Manual*

WGGB

The Guild shall forthwith appoint three Arbitrators to adjudicate on the objection. *Screenwriting Credits Agreement 11a*

Screen Credits Consultants

WGA

One member of the Guild's Screen Credits Committee shall be designated by the Screen Credits Administrator to act as Consultant for each Arbitration Committee, and he/she shall be available to the members of that Arbitration Committee for information on policy, rules, precedent, and procedure during the arbitration period. It is his/her duty to aid the Committee toward a majority decision.

WGC

The WGC has a three-person standing credit committee to which questions may be directed.

Anonymity

WGA

The names of all participating writers on the production shall not be revealed to the Arbitration Committee. Writers will be identified to the Arbitration Committee only as "Writer A," "Writer B," etc., such designations to reflect the order in which the participating writers wrote.

As has always been Guild practice, the names of the arbiters and consultants selected remain anonymous and confidential. The Guild does not reveal the arbiters' or consultants' identities or any identifying information about them to the Company, the participating writers or anyone else outside the credit determination process. Arbiters and consultants volunteer their services in reliance upon the Guild's promise of anonymity. *WGA Screen Credits Manual*

AWG

At the request of any participating writer, the identity of all participating writers and/or the title of the film will not be revealed to the Arbitration Committee.

The members of the Committee so selected will not be informed as to the name or identity of the other members of the Committee and there will be no conference among the members of the Committee until after each member has arrived at a decision and communicated it to the Credit Arbitration Secretary.

NZWG

Arbiter Provisions Only

No specific provision for the anonymity of writers.

The Guild does not reveal the arbiters' or consultants' identities or any identifying information about them to the participating writers or anyone else outside the credit determination process.

SARTEC

Arbiter Provisions Only

No specific provision for the anonymity of writers.

SARTEC, the APFTQ as well as all the individuals they represent, do acknowledge that the anonymity of the arbiters must be protected unless these arbiters give up this right in writing and if such is the case one or the other party may request that a hearing be held. *FF 13.07/TV14.07*

WGC

Anonymity at every level is fundamental to the arbitration process, and (arbiters) are asked to respect it absolutely. Arbiters do not know the identities of the writers who are contesting credits, and their own anonymity will be protected. The contesting writers will have no access to the names of the panelists, and arbiters will not know the identities of their fellow arbiters. *WGC Credit Arbitration Manual*

Submission of Materials for Arbitration

WGA

Theatrical

Immediately upon receipt of a request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three (3) copies of all available material written by the participants and three (3) copies of all available source material. In addition, the Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration. If no final shooting script is available, Company will provide the Guild with a videocassette or print of the motion picture. *Theatrical Schedule A18*

Television

Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild by telegram informing them of the **name of the protesting party** and the **new time set for final determination**. *Television Schedule A15*

AWG

Within seven (7) days of a protest under B.3. being received by the producer, the producer will submit three copies of all material written by participants as well as of source material.

Protests and statements submitted by parties to the arbitration are confidential and not divulged to involved participants.

NZWG

Prior to Release/Writers Responsible for Materials

An arbitration must be requested prior to the release date of a film. However, if a producer will not release the shooting script of a film prior to the release date then a writer on that film shall be eligible to bring a credit arbitration after the film is in release.

All participating writers are responsible for sending in three copies of any material they wish to be included in the arbitration (though the Screen Credits Administrator may choose to accept only one copy of material if so requested).

SARTEC

The grievance with regard to credit titles is presented to the SARTEC by a producer or a writer in the time frame defined by Section 5.12 (15 days). *Feature Film Agreement 13.05*

The rules of procedure of the arbitration committee for credits are defined by the SARTEC's *Guide d'Arbitrage de crédits* in use at the time of the request for arbitration. The Committee may demand all available documents necessary to carry out its mandate as defined by the collective agreement; however, the committee must provide all concerned parties with the opportunity to submit written reports if need be. *FF 13.04/TV 14.04*

Only a written proof may be submitted to the Committee but the other party must be given the opportunity to respond. *FF 13.07/TV 14.07*

WGC

Within seven (7) days of the objection being received by the Producer, the Producer shall deliver to the Guild four (4) legible copies of all Script Material as available relating to the program which it may have in its possession and shall notify the Guild of any such material which has previously been submitted to the Producer of which the Producer does not have a copy. The Guild shall make best efforts to obtain such material and will submit such material to the Producer to verify that the Producer actually received such material.

Where the production is based on Source Material, the Producer shall also deliver four (4) copies of the Source Material to the Guild. *IPA A929*

WGGB

Within 7 days of the reference of the objection to arbitration, the Associate shall

(i) Deliver to the Guild three legible copies of all treatments, scripts or other relevant written contributions which he may have in his possession

(ii) Notify the Guild of any other relevant material of which he has knowledge but of which he has no copies. *Screenwriting Credits Agreement 11b*

Pre-Arbitration Hearing

WGA

In the event that a dispute exists as to the authenticity, identification, sequence, authorship or completeness of any literary material to be considered in a credit arbitration, a Special Committee consisting of three members of the Screen Credits Committee shall conduct a hearing at which all participating writers may present testimony and documentary evidence. Such Special Committee is empowered to make a binding determination for purposes of submission of material to the arbiters. Following a decision of a credit Arbitration Committee, findings and/or conclusions of a Special Committee may be reviewed by a Policy Review Board to determine if there has been a misinterpretation, misapplication or violation of Guild policy. *Screen Credits Manual II D5*

Arbitration Deadlines

WGA

Theatrical

The Guild, through its arbitration committee, shall make and advise the Company of its decision within the limitations of Schedule A. Said decision shall be made and advised within **twenty-one (21) business days** of the request(s) for arbitration referred to in the immediately preceding paragraph. If, in the good faith judgment of the Company, there is an emergency requiring an earlier decision and the Company so notifies the Guild, said decision shall be made and advised within ten (10) business days of the request(s) referred to in the immediately preceding paragraph. If the arbitration committee does not render a decision within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Paragraph 18 have been fully complied with by the Company.

In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible. The Company will not unreasonably deny the Guild's request for an extension of time. Agreement for extensions of time shall be in writing and shall specify the new date by which the Company will be advised of the arbitration decision. *Theatrical Schedule A18*

Television

If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than eight (8) business days after the Company delivers to the Guild all of the scripts involved; provided, however, that if, in the good faith judgment of the Company, there is an emergency requiring earlier determination and the Company so states in its notice, said time may be no earlier than one hundred forty-four (144) hours after the Company delivers to the Guild all of the scripts involved, except that if all the scripts are delivered to the Guild on a Friday before twelve noon, the time shall be no earlier than one hundred twenty (120) hours after the time the Company delivers to the Guild all the scripts involved.

In any case in which the Guild's arbitration committee is required to read more than four (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the eight (8) business days, one hundred forty-four (144) hours or one hundred twenty (120) hours above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable. The Company will not unreasonably deny the Guild's request for an extension of time. Agreements for extension of time shall be in writing and shall specify the new date by which the Company will be advised of the arbitration process. *Television Schedule A14*

If the matter is referred to a Policy Review Board of the Guild, the Guild shall have an additional five (5) business days within which to render its credit arbitration decision; provided, however, that if, in the good faith judgment of the Company, there is an emergency and the Company so states in its notice, the Guild's time shall not be extended except as provided in Paragraph 14. *Television Schedule A17*

NZWG

No Pre-Determined Deadlines

While the Guild recognizes the need for credit arbitrations to take place in a timely manner, there is no minimum time set for any stage of an arbitration. However, the Screen Credits Administrator will ensure that the arbitration is run to a reasonable timeframe, taking into account the needs of the parties and the release date of the film. As a rule of thumb, the entire arbitration process, from the time of the request for arbitration, should take **no more than twelve weeks**.

SARTEC

The arbiters settle on a majority ruling and explained in writing at the earliest opportunity following the request for arbitration but at the latest within **thirty (30)** days of said request. The arbitrator cannot grant more than what is being requested. *FF 13.08/ TV 14.08*

WGC

Within **twenty-one (21) days, (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries)** of receipt by the Guild of signed confirmation from the Producer and all participating writers as per Article A930 above or deemed approval as per Article A931 of all material referred to in Article A929, the Arbitrators shall deliver their decision in writing to the Guild. The Guild shall immediately convey the decision in writing to the Producer. *IPA A936*

WGGB

Within 21 days of receipt by the Guild of all the material referred to in subclause 11 (b) (i) (ii) and (iii) above, the Arbitrators shall deliver their decision in writing to the Associate and to the Guild and the Guild shall notify the other persons concerned. *Screenwriting Credits Agreement 11d*

Verification of Materials

WGA

All participating writers are obligated to cooperate with the Guild, including the Screen Credits Administrator, Consultant, Arbitration Committee and Policy Review Board panel, in every way required to render a fair and timely decision.

The Minimum Basic Agreement requires the Company to submit three copies of all available material written by the participating writers as well as the available source material. Inasmuch as the final determination of credits is based on an analysis of this written material, the writer owes it to himself/herself to examine all literary material and source material submitted to the Guild by the Company and to make certain that all material written by him/her has been submitted and such material is accurately attributed and dated. This may necessitate a trip to the Guild office to examine material.

Under provisions of the Minimum Basic Agreement, the Guild has the right to ask for a cutting continuity which will be provided by the Company if it is available at the time of the arbitration. For this reason, if a writer believes that the "final shooting script" does not accurately reflect what was shot during principal photography, he/she should request the Screen Credits Administrator to ask the Company to submit a cutting continuity. If the cutting continuity is submitted to the Arbitration Committee, it is not credited to any participating writer.

WGC

Sign-Off Required

The Guild shall prepare a list of all materials received and shall forward in the next business day the list to the Producer and all participating writers to sign as confirmation that all Script Material has been included. If any writer indicates that additional Script Material is missing, the Guild shall make best efforts to obtain such material and will submit such material to the Producer to verify that the Producer actually received such material. Only Script Material or Source Material submitted to the Producer shall be submitted to the Arbitrators. *IPA A930*

The credit arbitration shall commence when the Guild receives the signed confirmation referenced in Article A930 from the Producer and all participating writers. In the absence of signed confirmation from any party, that party (the non-respondent) shall be deemed to have confirmed the list of materials forty-eight (48) hours after receipt of such list of materials. *IPA A931*

Arbiters are provided with the tentative credit using "Writer A" "Writer B" etc, a list of all materials, Writer statements, copies of all verified script material written by a participating writer, including all synopses, treatments and screenplay drafts. Each item should bear the date it was delivered to the producer. Decisions will be based primarily on this material.

Source and research material submitted to the WGC by the producer shall form part of the arbitration material. Writers may choose to reference this data in their personal statement but it may be of limited usefulness (see below). Writers might also submit correspondence they believe to be relevant. *WGC Credit Arbitration Manual*

Statements to the Arbitration Committee

WGA

While the Arbitration Committee bases its decision on literary material, including scripts, stories, treatments, etc., and source material, each participating writer is strongly urged to submit a written statement of his/her position to the Screen Credits Administrator to forward to the arbiters. It is suggested that the statement address the requirements to receive credit as set forth in this Manual, "Section III. Guild Policy on Credits." The statement may include breakdowns and illustrative comparisons between the final shooting script and earlier work or any other information which would help the Arbitration Committee to evaluate the writer's contribution to the final shooting script. It is the Guild's policy to preclude references to a writer's entitlement to contingent compensation tied to the receipt of credit on the screen. Participants shall not include such

references in their statements. Participating writers also shall not include as part of their statements to the Arbitration Committee any letters of support from other individuals.

Statements should not contain information pertaining to the development process that is not germane to the arbiters' analysis of the literary material. For example, the fact that a project was "greenlit" after a certain draft is irrelevant in determining credits. The Arbitration Committee must base its decision on each writer's relative contribution to the final shooting script, and not on the perceived quality of work or other extraneous factors. In addition, statements may not contain information irrelevant to the written work which may prejudice any writer in the process.

As the written statement is the participant's only opportunity to communicate his/her position to the arbiters, it is advised that the writer take due care in its preparation. There is no set form or required length. Because of the limitation of 21 business days for the arbitration, this statement must be delivered to the Guild within 24 hours after the writer has notice that there has been a protest. At the request of a participating writer, additional time to submit a statement may be granted by the Screen Credits Administrator within the time constraints for determination of credits. Such requests will not be unreasonably denied. A participant's failure to submit a statement in a timely fashion shall not preclude the Guild from proceeding with an arbitration with the statements then available to the Guild. If a participating writer submits a statement after the materials have been submitted to the Arbitration Committee, the Screen Credits Administrator will forward such statement to the Arbitration Committee, provided such statement is received prior to a decision of the Arbitration Committee.

As a matter of Guild policy, in each arbitration the participants' statements are held confidential by the Guild. They are not provided to other participants, the Company or anyone else outside the credit determination process. *WGA Screen Credits Manual*

AWG

Statements Required

Each participant in the arbitration is **required** to submit a written statement of his/her position to the Credit Arbitration Secretary. Because of the limitation of fifteen (15) **business days** time for the arbitration, this statement must be delivered to the AWG within forty-eight (48) **hours** after the writer has notice that there has been a protest.

NZWG

No deadline for submission of statement.

SARTEC

Response Allowed

The committee must provide all concerned parties with the opportunity to submit written reports if need be. *FF13.04/TV 14.04*

Only a written proof may be submitted to the Committee but the other party must be given the opportunity to respond. *FF 13.07/TV 14.07*

WGC

Response Allowed

Participating writers are permitted, but not obligated, to submit a personal or chronological statement or both, within five (5) days of notice from the Guild that a credit arbitration is re-

quired. Statements shall accompany the material going to the Arbitrators. Statements shall be copied to all participating writers who have submitted a statement. Participating writers may then prepare a response which is due no later than three (3) days following receipt of the other writers' statement(s). All responses shall also form part of the list of material submitted to the Arbitrators. *IPA A935*

Writers' Statements, according to the WGC Credit Arbitration Manual may include the following:

(a) A *Chronology* in which writers may detail and date each stage of their engagement if they consider this has a bearing on the arbitration.

(b) A *Personal Statement* in which writers may state their reasons for claiming credit and may also outline any other considerations they believe to be relevant. The statements will be made available to all participating writers.

(c) Writers will be encouraged to indicate those drafts s/he deems most relevant to demonstrate his/her writing contribution to the final shooting script.

(d) Responses to the personal statements of the other writer/s.

Procedure of Arbitration Committee

WGA

The following information and material is sent to each member of the Arbitration Committee by the Screen Credits Administrator:

a. Writing credits as tentatively determined by the Company.

b. Statements submitted by participating writers.

c. A statement of the issues to be determined by the Committee and any other relevant information as formulated by the Screen Credits Administrator.

d. Literary material, including scripts, stories, treatments, etc., verified for inclusion in the credit arbitration and source material submitted by the Company, together with a list of the dates of the material in chronological order.

Each participating writer may choose to have submitted those verified literary materials he/she deems relevant to demonstrate his/her writing contribution to the final shooting script. **Every draft need not be submitted.** Each writer should review his/her material in order to make this determination.

As has been the practice, where appropriate, **only the final shooting script and not prior drafts will be submitted to the Arbitration Committee on behalf of the last participating writer.**

The literary **material submitted to the Arbitration Committee includes material written by participating writers who are not seeking writing credit.** This is necessary so that the Arbitration Committee can separate out the contribution of a subsequent writer from that of a prior writer who is not seeking credit.

e. A copy of (the) Credits Manual.

f. Request for telephonic communication to the Screen Credits Administrator by each member of the Arbitration Committee, indicating each arbiter's determination of writing credit, with confirmation of this decision to follow in writing.

Each member of the Arbitration Committee reads all the material submitted independent of the other two arbiters and makes a decision based on the guidelines for determining credits. In de-

termining relative contributions, the Arbitration Committee bases its determination on what material was actually used, not the Committee's personal preference of one script over another.

Upon reaching a decision, each member of the Arbitration Committee shall telephone it to both the Credit Arbitration Consultant and Screen Credits Administrator.

In the event the members of the Arbitration Committee are not in **unanimous agreement**, the Arbitration Committee and the Credit Arbitration Consultant will participate in a teleconference administered by the Screen Credits Administrator. The members of the Arbitration Committee will discuss their decisions in an effort to achieve a unanimous decision. During the teleconference, the members of the Arbitration Committee shall not be informed as to the name or identity of the other members of the Committee.

If the Arbitration Committee is unable to reach a **unanimous decision** during the teleconference, the majority decision shall be deemed the decision of the Arbitration Committee. When the Arbitration Committee reaches a decision, each member of the Committee shall confirm his/her individual decision in writing with a summation of the reason therefor. The decision of the Arbitration Committee shall be accepted as final and communicated by the Screen Credits Administrator to all interested parties.

AWG

Arbiters shall receive any other information relevant to the controversy submitted by the producer at the request of the AWG pursuant to provisions of the Credits Agreement.

When each member of the Arbitration Committee reaches his/her decision, **s/he will telephone it** to the Credit Arbitration Secretary and confirm it in writing to the Credit Arbitration Secretary. If unanimity is not reached, **the majority decision will be accepted as final** and communicated by the Credit Arbitration Secretary to all interested parties.

NZWG

Proposed credits not included in list of material sent to the Arbitration Committee. No provision for telephonic communication request. **Majority** decision rather than unanimous.

Selected Script Material

Every draft need not be submitted. Each writer should review his/her material in order to make this determination

Upon reaching a decision, each member of the Arbitration Committee shall communicate it to the Screen Credits Administrator and **confirm it in writing** with a brief (no more than one page) summation of reasons for his/her decision. The **majority decision** shall be accepted as final and communicated by the Screen Credits Administrator to all involved parties.

SARTEC

Only a written proof may be submitted to the Committee but the other party must be given the opportunity to respond. The SARTEC, the APFTQ as well as all the individuals they represent, do acknowledge that the anonymity of the arbiters must be protected unless these arbiters give up this right in writing and if such is the case one or the other party may request that a hearing be held. *FF13.07/TV14.07*

The arbiters settle on a majority ruling and explained in writing at the earliest opportunity following the request for arbitration but at the latest within thirty (30) days of said request. The arbiter cannot grant more than what is being requested. *FF13.08/TV 14.08*

The ruling of the Committee is transmitted to the SARTEC which writes down the minutes; a copy of these minutes is handed down to the parties involved. *FF13.09/TV14.09*

If the SARTEC deems it necessary, it may publish the Committee's ruling. *FF 13.10/TV 14.10*

WGC

Arbitration Manual Referenced in IPA

As a result of the negotiations for the 2000-2002 IPA, that agreement includes a reference to the WGC credit arbitration manual. Accordingly, producers will not be able to challenge the principles and process of arbitration. The WGC also successfully rejected the companies' attempts to be involved in credit arbitrations.

A written opinion must be submitted to the WGC within the specified timeframe. A unanimous or majority decision will constitute a credit ruling.

Primary Material

Panelists are given copies of all verified script material written by a participating writer. This will likely include all synopses, treatments and screenplay drafts. **Each item should bear the date it was delivered to the producer.** The decision will be based primarily on this material. *WGC Credit Arbitration Manual*

Supporting Material

1. Writers' Statements and Responses:

(a) A *Chronology* in which writers may detail and date each stage of their engagement if they consider this has a bearing on the arbitration.

(b) A *Personal Statement* in which writers may state their reasons for claiming credit and may also outline any other considerations they believe to be relevant. The statements will be made available to all participating writers allowing for...

(c) Writers will be encouraged to indicate those drafts s/he deems most relevant to demonstrate his/her writing contribution to the final shooting script.

(d) Responses to the personal statements of the other writer/s.

2. *Source and Research Material*

Only source and research material submitted to the WGC by the producer shall form part of the arbitration material. Writers may choose to reference this data in their personal statement but it may be of limited usefulness (see below). Writers might also submit correspondence they believe to be relevant. No decision should be based on supporting material that is not corroborated by written script material.

If panelists feel the need for additional information from any of the contesting writers, the *Credit Arbitration Committee* will try to obtain it.

Sign-off Required

Before any material is delivered, each contesting writer will be given the opportunity to examine all submissions. Upon completion of their review of the material the Guild requires that each writer sign a document confirming the inclusion of all Script Material. Therefore, when arbiters

receive the submitted material, they can be sure the participating writers are satisfied the documentation is complete, and that they wish to proceed to arbitration.

Criteria

Rather than rely upon percentages, the WGC Credit Arbitration Manual outlines six fundamental criteria:

The fundamental principle of credit arbitration is *the primacy of the first writer*.

The first writer started with a blank page. The producer or director may have made important suggestions, but it was the writer who filled those blank pages.

Possibly a subsequent writer or writers used only a small part of the first writer's work. (Arbiters) must ascertain how significant the original writer's contribution was to the final product, and to assign credit accordingly. *The burden of proof lies with the subsequent writer/s*. Their submissions must convince (arbiters) that they contributed enough to the finished work to justify a shared or sole credit. If there is a doubt, (arbiters) should rule in favour of the initial writer.

When a screenplay is based on pre-existing material (book, news story, etc.) the initial writer still had to select and shape the material, and merits credit for this task.

The principles applied to an original script apply also to an adaptation, with this exception: Where the majority of Story, Structure, and Characters are substantially similar in each writer's work to that found in the source, (arbiters) should give more weight to what is original and distinct from the source material.

The Final Draft

(Arbiters) are asked to weigh the contribution of each contesting writer to the final draft. In the arbitration process, the final draft is the version of the screenplay the producer has accepted as the *shooting script*.

It may be argued that substantial changes were made during the shoot and that the shooting script is therefore not the "final draft". This is irrelevant unless those who claim significant contribution to the final product enter the arbitration process by claiming credit and submitting their own written material to justify this claim. Your decision is to be based only on *the written material supplied to you*.

Story

Story includes the basic premise, but this alone does not necessarily merit a story credit. A story credit is justified when the premise has been developed into a recognizable blueprint for a screenplay. This development would include character sketches and at least a skeletal structure, but preferably a detailed outline. Subsequently, these elements should have been carried forward to the final draft.

If the original writer's script has been so significantly altered by subsequent writers that it does not in your judgment qualify for a share of the *screenplay* credit, that initial writer might still deserve a *story* credit. If enough of this first writer's premise, structure, and character remain in the final draft so that the final draft could not exist without them, a *Story By* credit may be considered.

Plot Structure

The second and subsequent writer/s may introduce numerous apparent structural changes into a screenplay but still not qualify for a credit.

For instance: Reordering the scenes of an existing script may radically alter the narrative flow, but does not necessarily constitute a major structural change. A change of locale may alter the

texture of a scene without altering its dramatic impact. Even a time shift (say, from historical to contemporary) may modify the venue while leaving the basic structure intact. In order to merit a credit, a subsequent writer must make major changes to the direction, organization, and/or outcome of the story.

Character

In order to receive a credit based to any extent on character revision, the subsequent writer must either (a) introduce new characters, and/or (b) alter existing characters so extensively that the direction and/or outcome of the story are substantially changed.

For instance: The introduction of a priest who simply hears the protagonist's confession would be a minor addition. But if the priest acts on this information, changing the direction/outcome of the story, this might qualify as a significant new screenplay element.

Dialogue

The "word count" as a measure of contribution to a screenplay is no longer regarded as useful. It would be possible (though not common) for a subsequent writer to change every word of the first writer's dialogue and still not be entitled to a credit. Dialogue changes may well be cosmetic, unless these changes substantially alter the script's premise, central characters, or structure. In most cases, a dialogue polish does not merit a credit.

Arbiters are asked to take careful note of the permissible credits, and what each writer is claiming. Arbiters may feel that a writer deserves more than he or she is requesting. For example, they may decide that a writer claiming "Story By" actually merits a full "Written By" credit. In which case, they are requested to submit this as their decision along with their reasons. If at least one fellow panelist has reached the same conclusion, that's how the arbitration will rule.

In the rare event that there is no majority decision between panelists, they may be asked by the Guild to re-submit a ruling after more direction from the Credit Committee."

WGGB

No right to see or challenge any names on list of arbiters. No provisions for personal statements.

Appeals Before a Policy Review Board

WGA

Within twenty-four hours of the initial notification of the Arbitration Committee's decision, any of the participating writers may request an internal Guild appeal to a Policy Review Board, consisting of the Chair or Vice-Chair and any other two members of the Screen Credits Committee except the Consultant in the case. If the Chair or Vice-Chair are unavailable or otherwise unable to serve on a Policy Review Board, the Policy Review Board shall consist of three members of the Screen Credits Committee. No member of the Policy Review Board shall have an interest in the outcome of the credit determination.

The function of the Policy Review Board is to determine whether or not, in the course of the credit determination, there has been any serious deviation from the policy of the Guild or the procedure as set forth in this Manual.

The members of a Policy Review Board are not permitted to read the material involved for purposes of independently judging writers' contributions to the final shooting script, and the Policy Review Board is not empowered to reverse an Arbitration Committee in matters of judgment as to the participating writers' relative contributions to the final script.

Only the following are grounds for a participant's appeal to a Policy Review Board:

- a. Dereliction of duty on the part of the Arbitration Committee or any of its members;
- b. The use of undue influence upon the Arbitration Committee or any of its members;
- c. The misinterpretation, misapplication or violation of Guild policy; or
- d. Availability of important literary or source material, for valid reasons not previously available to the Arbitration Committee.

If a writer is considering requesting a Policy Review Board, the writer may request copies of the arbiters' written summaries of their decisions, which will be provided by the Guild without any indication of the arbiters' identities.

Prior to the Policy Review Board hearing, writers requesting such Policy Review Board should submit a written statement to the Policy Review Board setting forth the grounds upon which the Policy Review Board is being requested (i.e., items a., b., c. and/or d. listed above) and the basis for such claims in reasonable detail. It is not necessary to bring an attorney to the Policy Review Board as the hearing is informal, although writers are free to do so if they so choose.

In those cases where it is empowered to act, the Policy Review Board shall have the authority to direct the original Arbitration Committee to reconsider the case or to direct the Screen Credits Administrator to form a new Arbitration Committee.

The Policy Review Board hearing **must be held and its decision rendered within the 21 business days** allowed for the arbitration under the provisions of the Minimum Basic Agreement. *Screen Credits Manual IID7*

Television Exception

If the matter is referred to a Policy Review Board of the Guild, the Guild shall have an additional five (5) business days within which to render its credit arbitration decision; provided, however, that if, in the good faith judgment of the Company, there is an emergency and the Company so states in its notice, the Guild's time shall not be extended except as provided in Paragraph 14. *Television Schedule A17*

AWG

No provision for the misinterpretation, misapplication or violation of Guild policy.

The Review Board hearing must be held and its decision rendered within the **fifteen (15)** business days allowed for the arbitration.

NZWG

Within **two working days** of the initial notification of the Arbitration Committee's decision, any of the participating writers may request an internal Guild appeal to a Policy Review Board ... **No timelines** for the convening or decisions of Policy Review Board hearings.

SARTEC

(No Policy Review Board but confirmation of the ruling may be requested under civil code) All writers involved in the arbitration of credits, the SARTEC and the members of the arbitration committee for credits commit to not initiate any proceedings nor make any claims whatsoever towards any third parties, that would include the producers and the APFTQ, including the pro-

ducers and the APFTQ, in relation to all the facts and claims raised by the arbitration of credits and/or as a consequence of the process and/or the result of such an arbitration of credits. However, the preceding in no way prevents the SARTEC or the writers it represents to submit a grievance against a producer who fails to respect the conditions defined by the collective agreement with regard to the ruling of the arbitration committee for credits. *FF 13.12/TV 14.12*

One of the parties under arbitration defined by the present chapter may request the homologation of the ruling of the Arbitration Committee in accordance with the arbitration judgments contained in the *Code de procédure civile du Québec. Feature Film Agreement 13.13*

WGC

(No Policy Review Board) The decision of the Arbitrators, or the majority of them in the case of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Guild within the period of twenty-one (21) days (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) the credits set out in the Notice referred to in Article A921 shall be final and binding on all parties. *IPA A937*

Notification of Decision

WGA

The Screen Credits Administrator shall write a letter to the Company and the participating writers notifying them of the final decision of the Arbitration Committee.

AWG

The Credit Arbitration Secretary will write a letter to the producer and the participants notifying them of the final decision of the Arbitration Committee **as soon as s/he has received letters from the Arbitration Committee members confirming their decisions.**

SARTEC

The ruling of the Committee is transmitted to the SARTEC which writes down the minutes; a copy of these minutes is handed down to the parties involved. *FF 13.09/TV 14.09*

WGC

The Arbitrators shall deliver their decision in writing to the Guild. The Guild shall immediately convey the decision in writing to the Producer. *A936*

Guild Decision Final

WGA

The decision of the Guild arbitration committee with respect to writing credits, including any Policy Review Board established in connection therewith, insofar as it is rendered within the limitations of this Paragraph 17, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby. *Theatrical Schedule A17, Television Schedule A17*

AWG

The Credits Arbitration Agreement provides:

The decision of the AWG Arbitration Committee, and any Board of Review established by the AWG in connection therewith, with respect to writing credits, will be final, and the producer will accept and follow the designation of screen credits contained in such decision and all writers will be bound thereby.

The decision of the AWG Arbitration Committee may be published in such media as the AWG may determine. No writer or producer will be entitled to collect damages or will be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing this Agreement, any writer or producer specifically waives all rights or claims against the AWG and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the AWG Arbitration Committee and any full and fair publication of the findings and/or decisions of such Committee. The AWG and any writer signing this agreement will not have any rights or claims of any nature of the AWG or its arbiters or any of them, or any determination of credits in the manner proved in the Credits Manual's statement of Guild Policy on Credits, and all such rights or claims are specifically waived. *Screen Credits Manual 7*

SARTEC

The ruling of the Arbitration Committee is final. *FF 13.11/TV 14.11*

WGC

The decision of the Arbitrators, or the majority of them in the case of disagreement, shall be final and binding on all parties, provided always that if the Arbitrators fail to communicate their decision to the Guild within the period of twenty-one (21) days (thirty (30) days in the case of Feature Films, Television Movies, Mini-Series and Documentaries) the credits set out in the Notice referred to in Article A921 shall be final and binding on all parties. *A937*

With respect to Article A9, the Writers, Guild (on its own behalf and on behalf of its members), Arbitrators and Credit Committee (the "Releasing Parties") release, hold harmless and forever discharge all of the other Releasing Parties from any and all actions, causes of action, claims and demands for damages which may have been or thereafter may be sustained in connection with any proceeding before the Arbitrators and/or the Credit Committee, the decisions of the Arbitrators and/or the Credit Committee, and/or any publication of the findings and/or decisions of the Arbitrators and/or the Credit Committee. In addition, the Releasing Parties agree to not make any claim or take any proceeding against any third party to the credit arbitration who or which might claim contribution or indemnity from the other Releasing Parties. Nothing in this article shall be construed so as to restrict the parties' right to pursue a grievance in accordance with Article A5. *A940*

WGGB

The decision of the Arbitrators, or of the majority of them, shall be final and binding on all the parties concerned provided always that if the Arbitrators fail to communicate their decision to the Associate and to the Guild within the aforesaid period of 21 days, the credits, as proposed by the Associate in accordance with Clause 10 of this Agreement shall become final and binding on all parties. *Screenwriting Credits Agreement 11e*

Script Changes Post-Arbitration

WGA

In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script, either the Company or a participant and the Guild jointly may reopen the credit determination by making a claim to the Guild or Company, as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect. *Theatrical Schedule A20, Television Schedule A19*

AWG

If after screen credits are finally determined, material changes are made in the script or film either the producer or a participant and the AWG jointly may reopen credit determination within forty eight (48) hours after completion of the writing work claimed to justify the revision of credits; and in such case the procedure for the original determination of credits is followed. *Screen Credits Manual J*

NZWG

Either the **producer or a participant and the Guild jointly** may reopen credit determination by making a claim **within five working days** after completion of the writing work claimed to justify the revision of credits; and in such case the procedure for the original determination of credits is followed.

Publicizing Results

All Guilds

The decision of the Guild arbitration committee may be published in such media as the Guild may determine.

VIII. PRODUCTION EXECUTIVES

WGA

The term “production executives” includes individuals who receive credit as the director or in any producer capacity. The following rules govern writing credits of production executives who also perform writing services when there are other writers involved on the same project.

Automatic Arbitration Provisions

1. Schedule A of the Minimum Basic Agreement provides:

“Unless the story and/or screenplay writing is done entirely without any other writer, no designation of tentative story or screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for determination of such credit.”

Notice Requirements

2. If a production executive intends to claim credit as a team on any literary material with a writer(s) who is not a production executive, he/she must, at the time when such team writing begins, have signified such claim in writing to the Guild and to the writer(s) with whom he/she claims to have worked as a team. Failure to comply with the above will preclude such production executive from claiming co-authorship of the literary material in question, and such literary material shall be attributed to the other writer.

Percentage Requirements to Receive Screenplay Credit

3. At the time of the credit arbitration, the production executive or production executive team must assume the burden of proving that he/she/they had, in fact, worked on the script as a writer and had assumed full share of the writing. If the production executive or production executive team is the second writer he/she/they must have contributed more than 50% of the final script to receive screenplay credit. His/her/their contribution must consist of dramatic construction; original and different scenes; characterization or character relationships; and dialogue.

As in all cases, decisions of Arbitration Committees are based upon literary material. Therefore, production executives, as well as other writers, should keep dated copies of all literary material written by them and submitted to the Company.

AWG

Percentage Requirements to Receive Screenplay Credit

a. At the time of the credit arbitration, the production executive must assume the burden of proving that he/she had, in fact, worked on the script as a writer and had assumed full share of the writing. If the production executive is the second writer he/she must have contributed more than 50% of the final script to receive screenplay credit. His/her contribution must consist of dramatic construction; original and different scenes; characterization or character relationships; and dialogue.

b. In cases where the Arbitration Committee finds that the production executive has made a sufficient contribution to the final script to warrant screenplay credit, any other writer or writers employed may, at the discretion of the Committee, share screenplay credit for any substantial contribution without necessarily meeting the usually required percentage.

c. In the instance of a team working in active collaboration, one or both of whom exercise the function of production executive, in order for the production executive to receive credit (it will be required that the team contribute substantially more than 60% of the final script). Any other writer, however, who works on the script may be granted credit for any substantial contribution without necessarily meeting the usually required percentage.

NZWG

No provision for production executives.

SARTEC

No provision for production executives.

WGC

Automatic Arbitration

In any case in which a director or a Producer or an Executive Producer who is not the sole Writer claims or is accorded a writing credit, the Producer shall automatically notify the Guild and an arbitration shall follow

WGGB

Unless a producer or director seeking screen credit is the sole writer, credit must be determined by WGGB credit arbitration procedure.

Disputes on credit between WGGB and PACT, or writer and producer, may be referred to disputes procedure (clause 25). Dispute on apportionment of credit between and among writers are pursuant to 1974 WG/BFPA Agreement.

IX. REMAKES

WGA

In the case of remakes, any writer who has received writing credit under the Guild's jurisdiction in connection with a prior version of the motion picture is a participating writer on the remake. As such, those prior writers are entitled to participate in the credit determination process and are eligible to receive writing credit pursuant to the rules for determining writing credits. The final shooting script written by a prior writer(s) shall be considered literary material.

If under the "Rules for Determining Writing Credits" (Section III.B.) the Arbitration Committee determines that such prior writer(s) is not entitled to receive writing credit, the Arbitration Committee may, within its discretion, accord such prior writer(s) a credit in the nature of a source material credit, such as "Based on a Screenplay by".

However, the rules do not preclude a prior writer(s) from receiving both writing credit and a credit in the nature of a source material credit at the discretion of the Arbitration Committee. Remakes shall be considered non-original screenplays under Section III.B.4.b.(2) of this (Screen Credits) Manual.

AWG

In the case of remakes, where the Arbitration Committee finds that the current version has definitely derived from the prior screenplay the credit "Based on a Screenplay by" is used; where the screenplay of the original version represents a major portion of the current screenplay, the Arbitration Committee may decide that the writers of the original version should share screenplay credit. *Screen Credits Manual E*

X. WITHDRAWAL FROM CREDIT

WGA

Prior to the time a credit question has been submitted to arbitration, a writer may withdraw from screen writing credit for personal cause, such as violation of his/her principles or mutilation of material he/she has written. If the other writer-contributors do not agree, the question shall be referred to arbitration. The Arbitration Committee in such cases shall base its determination on whether there is such personal cause.

After screen credits have been determined by arbitration, a writer may not withdraw his/her name from screenplay credit. He/she may, however, by notification to the Guild, withdraw from any other form of credit.

Withdrawal from writing credit **will result in loss of any and all rights accruing from receipt of writing credit.** Use of a pseudonym rather than withdrawing from credit will not result in such a forfeiture.

AWG

Every person who has been engaged by the producer to make a written contribution to a script will be entitled to forego any credit to which s/he may be entitled under this Credits Manual. A writer who declines a credit will, nevertheless, **retain his/her rights** to participate in any residual fees, any profit participation or any other monetary returns that may be due on the exploitation of the program. Where a writer declines a credit, s/he will inform the producer and the AWG of a pen-name to be substituted for his/her own name on the program credits. *Screen Credits Manual G*

SARTEC

The writer may cede his mention in the credits by writing to the producer (*TV: Prior to the registration of the credits*) within the time frame stated in Section 5.12 (15 days after notification). This cession has no impact on all his other rights as defined by the current collective agreement. FF 5.13/TV 6.15

WGC

Every person who has been engaged by the Producer to make a written contribution to a Script shall be entitled to use a reasonable pseudonym in place of their name in any credit to which s/he may be entitled hereunder. A Writer who declines a credit shall, nevertheless, retain his/her rights to participate in the Royalty/Residual fees that may be due on the exploitation of the program. Where a Writer, Story Editor or Story Consultant declines a credit, the Writer, Story Editor or Story Consultant shall inform the Producer and the Guild of a pen-name to be substituted for his/her own name on the program credits. None of the Writer's, Story Editor's or Story Consultant's rights including but not limited to compensation of any kind shall be affected by the use of a pseudonym. A926

WGGB

(a) Every Writer who is entitled to be given credit in accordance with this Agreement shall have the right to request that such credit shall not be given.

(b) Any such request must be in writing and must be notified to the Associate

(i) Either at the time of the engagement or

(ii) Not later than 48 hours after the screening of the rough cut whether or not the Writer or his duly authorised representative has attended such screening. *Screenwriting Credits Agreement 3*

XI. GUILD'S RIGHT TO PROTEST

WGA

Pursuant to the provisions of the Minimum Basic Agreement the Guild has the right to protest credits proposed by the Company. The Guild may act irrespective of the wishes of any of the participating writers in order to ensure that the credit rules are properly applied.

NZWG

Parties **may be asked to sign a contract in which they agree to abide by any credit decision** made in the arbitration process (though any **failure to sign such a contract will not prevent the Guild from running a credit arbitration**). In the absence of such a contract the **Guild has no automatic power to enforce credits or compel writers or producers to give a credit that is determined by an arbitration**. However, any party affected by a decision is strongly advised to abide by the decisions made under this process wherever possible.

XII. ORDER OF NAMES

WGA

The order of writers' names in a shared credit may be arbitrated. Generally, the most substantial contributor is entitled to first position credit. Where there is no agreement among the arbiters as to order of names, or where the Arbitration Committee determines that the credited writers' contribution is equal, then the Arbitration Committee shall order the writers' names chronologically.

AWG

Because of a number of controversies involving the order of names, the Credits Committee has ruled that protests concerning order of names will be arbitrated.

NZWG

Clarifies Chronologically

"in terms of the dates they were first commissioned to work on the project."

WGC

In the case of a shared credit, names will be listed in chronological order, the first contracted writer at the head.

XIII. PUBLICIZING OF CREDITS

WGA

The Minimum Basic Agreement and Guild Working Rules provide that no writer shall claim credit for screen authorship on any motion picture prior to the time when the credits have been determined, and no writer shall claim credits contrary to such determination. In addition, the Guild believes that it is in the best interest of all writers that certain facts relating to any particular credit determination should remain confidential. For example, participating writers are asked to refrain from commenting in the press or media about issues related to pre-arbitration hearings, arbiters' written decisions or Policy Review Board hearings.

Prior to Final Determination of Credit

Prior to the final determination of screen credits, the work of participants **not** receiving screen credit may be publicized by the Company. After such a determination of screen credits, only persons receiving screen credits or source material credit may be so publicized. *MBA Theatrical Schedule A10.*

In any publicity issued or released prior to the final determination of credits, the Company may include such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship. After such final determination of credits, the Company shall not issue or release any publicity which shall state screenplay or screenplay and story authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company. *MBA Theatrical Schedule A22a.*

Production Credits

Writing credit, but not necessarily in the form specified in this Schedule A, shall be included in publicity releases issued by the Company relating to the picture when the producer and the director are mentioned, whether in the form of a "production" or "presentation" credit or otherwise, except when such release is restricted to information about such individual or individuals. The writing credit shall also be included in all other publicity and promotional matter, including screening invitations issued by the Company, when the credit of the producer or director is included, whether in the form of a "production" or "presentation" credit or otherwise. Prior to a final determination of credits, the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship. *MBA Theatrical Schedule A22b.*

In addition to the requirements of subparagraphs a. and b. above, and in recognition of the writer's essential contribution to the creative process, the Company will include the identity, background and filmography of the credited writer(s) in standard print and electronic press kits for the picture, if such information about the director is also included. Each participating writer shall supply a copy of his/her filmography to the Company's advertising/publicity department at the time of final submission of his/her literary material to the Company. It is understood that the Company may edit the writer's filmography for use in such press kits.

DVDs

Unless notified otherwise by the Company, each credited writer will be interviewed for the purpose of including material about the credited writer(s) in the standard electronic and print press kits for the motion picture or on DVDs or laserdiscs containing the motion picture, if the Company interviews the director for the same purpose. The Company shall not be required to provide transportation or accommodations for interview sessions for such writers. (If interviews are conducted prior to the final determination of writing credits, the writer(s) whom the Company in good faith believes will be entitled to writing credit will be interviewed.) However, the decision to include or exclude all or any part of the interview material, and the form of the material to be included, shall rest solely within the discretion of the Company, except that the Company will not include interview material with uncredited writers in press kits issued after a final determination of credits, if practicable, and the Company will not include interview material with uncredited writers on DVDs or laserdiscs.

Soundtracks

c. If the Company has submitted the Notice of Tentative Writing Credits to the Guild within ten (10) business days after completion of principal photography, and if there is a good faith emergency which requires the Company to print the cover or sleeve of a sound track album, cassette or compact disc prior to the final determination of writing credits, then Company may include thereon the name of the writer whom the Company in good faith believes to be the writer of the motion picture. After the final determination of credits, the Company shall not print any such covers or sleeves which do not comply with subparagraph p. of this Paragraph 22.

Novels

d. If the Company has submitted the Notice of Tentative Writing Credits to the Guild within ten (10) business days after completion of principal photography, and if there is a good faith emergency which requires the Company to print the cover, jacket or title page of any novel prior to the final determination of writing credits, then Company may include thereon such writing credit(s) as the Company may in good faith believe to be a fair and truthful statement of authorship, rather than the credits as finally determined. After the final determination of credits, the Company shall not print any such covers, jackets or title pages which do not comply with subparagraph m. of this Paragraph 22.

Global Advertising

e. Screenplay or screenplay and story credit in accordance with the final determination of such credit will be given on any paid advertising issued anywhere in the world, provided such advertising is prepared by the Company in the continental United States and is controlled by the Company when such advertisement is used; it being understood that in such advertising prepared prior to final determination of screenplay and story credits, the Company shall include such screenplay or screenplay and story credit as the Company may in good faith believe to be a fair and truthful statement of authorship. After final determination of credits, the Company shall not prepare for issuance any advertising which shall state screenplay or screenplay and story authorship contrary to such final determination.

Single Writer

f. When there is only a single writer on a project and if a paid advertisement is issued in which that writer would have received credit hereunder had there been a final determination of credit at

that time, then such writer shall be given credit in such advertisement in accordance with the credit requirements of this Schedule A.

Size Similar to Producer or Director

g. In forms of advertising covered hereunder, the names of the individual writers accorded screenplay or screenplay and story credit for the motion picture will appear in the same size and style of type as that in which the name of either the individual producer or the director of the motion picture shall appear in such advertising, whichever is larger. Provided, however, that:

(1) If three (3) or more writers share screenplay credit, then the Company shall not be required to use, for the advertising credit to which such three (3) or more writers are entitled, an area in excess of the minimum area that would be occupied by the names of the first two (2) of such writers, if only such first two (2) writers were entitled to share screenplay credit; it being understood that for such purpose, the Company may diminish height of the type in which the names of the three (3) or more writers appear in addition to narrowing from side to side the names of such three (3) or more writers; it being further understood that for the purpose of determining which of the writers are the first two (2), the order in which such writers appear in the notification of the Guild's determination reached in its credit arbitration proceedings shall control; and

(2) When a writer entitled to screenplay credit is also entitled to credit as the director and/or producer of the motion picture, then the name of such writer need only be mentioned once in such advertising, provided, however, that he/she receives credit as a writer; provided further, that the order of credit as between writer, producer and director shall be the same as the order with respect to which such credits are given on the screen; and

(3) In giving such credit on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type less than three and one-half (31/2) inches in height, or if the screenplay or story credit is shared by more than two (2), in type less than two and one-half (21/2) inches in height; and

(4) In giving such credit in forms of advertising covered hereunder, other than on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type of a height less than fifteen percent (15%) of the height of type used for the title of the motion picture, or if there are two (2) titles of the motion picture, the larger title. The Company may seek a waiver of the double billing provision, in particular cases such as the "*Beau Geste*" ads and the Guild will not unreasonably withhold such waivers.

(5) Writing credits shall be given as provided herein in advertising which features a quotation(s) from a review(s) of the motion picture if the name of an individual producer or director appears in any of the quotations; provided, however, if the name of individual producer or director in the quotation(s) shall be in the same size and style of type as the remainder of the quotation(s), then the writing credit need not conform in size or style of type to the name in the quotation, but shall otherwise conform in size and style of type as provided in this Paragraph 22.

Additional

h. In all cases, the location of the credit accorded to any writer under this Paragraph 22 shall be discretionary with the Company.

i. When the title of the motion picture is in letters of varying sizes, the percentage above referred to shall be based on not less than the average size of all the letters in such title.

j. The foregoing obligation to accord credit in paid advertising shall be limited to story, screenplay, or screen story, adaptation and written by credits and shall not apply:

(1) To so-called "teaser" advertising, except that if a "Produced by" or "Directed by" credit is included, the writing credit shall also be included.

(2) To advertisements less than four (4) column inches in size, but if such advertising contains a "Produced by" or "Directed by" credit, the writing credit shall also be included.

(3) To radio or the audio portion of television advertising.

(4) When credit is given neither to the individual producer nor director of the motion picture.

(5) To special advertising relating only to the source material on which the picture is based, or author thereof, any member or members of the cast, the director, individual producer, or other personnel concerned in its production, or similar matters.

k. In any case in which there would be an obligation to accord an advertising credit to a writer if credit were given to the producer or the director, such obligation shall also exist if credit is given to the executive producer as an individual.

l. Advertising shall be deemed to have been prepared hereunder when the Company has forwarded the finished copy therefor to the processor or publisher. The Company agrees, however, to revise advertising prepared prior to the final determination of credits so as to show the screenplay or screenplay and story credit as finally determined, if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

m. The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a picture script, and in any novel based on the screenplay, provided that with respect to any novel based on such screenplay the credit shall indicate that such novel is based on such screenplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover, the "Screenplay by" or "Written by" credit shall also appear on the cover in the same size and style of type as the writer of the novel; provided, however, that the writing credit need not so appear if the writer of the screenplay is the writer of the novel. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, and that the publisher will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

n. In connection with the radio or television broadcast of a half-hour or more in length, the whole or nearly the whole of the entertainment portion of which consists of the adaptation of a screenplay or substantial part thereof, the screenplay or screenplay and story credit as it appears on the screen shall be given either orally or visually.

o. When the major writing contribution to a motion picture is in the form of narration, credit for such narration shall be given and worded in the following form: "Narration Written by." When a narration credit is given in lieu of a screenplay credit on any motion picture, then such narration credit shall be subject to all of the rights and limitations as are provided in this Paragraph 22 with respect to screenplay credit.

p. If, hereafter, the Company distributes or licenses the distribution of a souvenir program or theatrical program of a motion picture hereunder, or a phonograph record or phonograph album made from the sound track of a motion picture hereunder, and the individual producer or director of such picture is named in his/her capacity as such in such program or on the liner, cover or jacket of such album or records, then the writer shall also be named. The size of such credit as specified under this Schedule A shall be related to the size of the title as it is used in the listing of credit for such picture on such program, liner, cover or jacket. If Company includes the director

or individual producer credits in any catalogue or sales brochure it issues to the public, the applicable writer's credit will also be included.

q. If, in giving credits with relation to a product, the Company gives a "Produced by" and also a "Directed by" credit, then Company shall require the writers' credits to be given in accordance with the provisions of this Schedule A. The failure of a third party to comply with such requirement shall not constitute a breach by Company.

Handouts to Reviewers

r. When the Company supplies written handouts to reviewers and critics, it will list writing credits, if they have theretofore been determined.

s. No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default or a breach by the Company of this Basic Agreement.

t. The Guild agrees to discuss with the Companies its policy regarding issuance of waivers for the inclusion of names of corporate employers in paid advertisements.

u. If the domestic version of the laserdisc or DVD containing the motion picture, or the Internet web page dedicated to the motion picture, contains a filmography of the director, it will also contain a filmography of the credited writer(s). Each participating writer shall supply a copy of his/her filmography to the Company's advertising/publicity department at the time of final submission of his/her literary material to the Company. It is understood that the Company may edit the writer's filmography for inclusion on the laserdisc, DVD or Internet web page. The provisions of this subparagraph u. are subject to the Article 48.E. "Hot Line Dispute Resolution" mechanism, but are not subject to grievance or arbitration.

Procedure for Submitting Materials and Objections

(1) Company will submit to the office of the Guild, 7000 West Third Street, Los Angeles, California 90048, attention of its Executive Director, a copy of the initial and subsequent campaign advertising material, and any changes in that material made either for the initial release or for a re-issue, prior to the issuance or distribution of such advertising material. If at the time of such submission, the Company has the copy of the souvenir program, theatrical program, liner, cover or jacket referred to in Paragraph 22 above or the copy of the title and cover page of the novelization referred to in Paragraph 22 above, the Company will also furnish such copy to the Guild at such time. If the exigencies of time so require, Company may comply with the above by submitting such advertising material to the office of Writers Guild of America, East, Inc., 555 West 57th Street, New York, New York 10019, attention of its Executive Director. If, within twenty-four (24) hours after such submission in Los Angeles, or if within thirty-six (36) hours after such submission in New York, the Guild protests by telegram, delivered (collect if desired) to the Company, that such advertising material does not conform to the provisions of this Schedule A, Paragraph 22 above, then the Guild may, within twenty-four (24) hours after making such protest, submit the dispute to arbitration under this Paragraph 26. The arbitrator shall make his/her decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such submission to arbitration.

(2) Notwithstanding anything in this Paragraph 26 to the contrary, if exigencies of time exist such that it is not possible to include, in a timely fashion, any quotation(s) from a review(s) of the motion picture in the advertising material submitted to the Guild, then the Company need not include such quotation(s) in its submission to the Guild, but shall indicate where the quotation(s) shall appear in the advertising. When the quotation(s) is available, the Company shall resubmit to the Guild the advertising material, including the quotation(s) used. In the event that the Com-

pany inadvertently fails to resubmit such advertising material to the Guild, but such advertising material otherwise comports with the requirements of Theatrical Schedule A, then the Company shall not be deemed to have violated the Agreement by reason of such inadvertent failure to resubmit the advertising material.

(3) The arbitrator shall be selected in accordance with the following procedure. Within twenty-four (24) hours following the Company's receipt of the arbitration claim, the parties shall select a disinterested arbitrator either by mutual agreement or, failing such mutual agreement, by use of the following "strike process:"

(a) The arbitrators listed in this subparagraph 26.a. shall constitute the list of arbitrators.

(b) On a Company-by-Company basis, the Guild and the Company shall alternate on a case-by-case basis in first striking a name from the list of arbitrators. Thereafter, the other party shall "strike" a name from the list. The parties shall continue to alternate in striking names from the list until one arbitrator's name remains.

(c) The arbitrator whose name remains (after the strike process is completed) shall be the arbitrator.

(d) In the event that one of the parties fails to participate in the strike process, or fails to strike in order and/or timely, the other party may thereupon select the arbitrator to hear the matter.

(e) If more than one Company is a party, then the Company which is the real party in interest shall participate in the strike process with the Guild. In the event that such Companies cannot agree on which of them is the real party in interest, then such Companies shall determine by lot which Company shall participate in the strike process with the Guild.

Additional names may be added from time to time during the term of the contract by mutual agreement of the parties.

(4) The situs of arbitration proceedings shall be Los Angeles, California, unless the parties mutually agree to New York, New York or some other situs. If the parties agree to New York, New York, the arbitrator shall be selected from the New York list of arbitrators set forth in this subparagraph 26.a. The cost of such arbitration shall be borne equally by the Company and the Guild.

(5) If the arbitrator decides that the Guild's protest is valid, he/she must designate in what respect such advertising material does not conform to the provisions of this Schedule A, Paragraph 22 above. This shall be the limit of the arbitrator's authority. The decision of the arbitrator shall be binding upon the Company, the Guild, and the writer or writers involved. Company shall not issue any such advertising material which would violate such decision.

(6) It is hereby agreed that if the arbitrator in any arbitration under the provisions of this Paragraph 26 does not make his/her decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after the dispute has been submitted to him/her under this Paragraph 26, then, at any time thereafter prior to the making and delivering of such decision, either the Guild or the Company may elect to remove the dispute from such arbitrator and resubmit it to the next arbitrator in rotation. If so resubmitted, such next arbitrator in rotation shall make his/her decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such resubmission. The aforesaid election and resubmission shall be exercised and effected by written notice by the Guild or the Company, as the case may be, to the other party. If the first arbitrator shall make and deliver his/her decision after the expiration of twenty-four (24) hours after the dispute has been submitted to him/her and prior to the resubmission of the dispute to the next arbitrator in rotation as aforesaid, such decision shall

have the same effect as though it had been made and delivered by the first arbitrator within twenty-four (24) hours after the original submission of the dispute to him/her.

(7) If the Guild fails to submit its protest in the manner and within the time period specified above, or if the Guild fails to submit the dispute to arbitration in the manner and within the time period specified above, then, in either of such events, the Guild shall be conclusively deemed to have approved such advertising material and such approval shall be binding upon the Guild and the writer or writers involved. The Company shall not issue or distribute any advertising material prior to the expiration of the period within which the Guild may protest nor in the event of a protest by Guild (submitted in the manner and within the time period specified above) prior to the expiration of (a) seventy-two (72) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in Los Angeles, or (b) eighty-four (84) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in New York, as the case may be. In determining any twenty-four (24) or thirty-six (36) hour period referred to above in this subparagraph 26.a., there shall be excluded Saturdays, Sundays and the six (6) holidays recognized in the motion picture industry, to wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Time is of the essence as to all of the provisions of this Paragraph 26.

b. Company will forward, whenever practical, by air mail, to the Guild, to the attention of its Executive Director, a copy of each of its press books immediately upon its publication and before its general distribution. The present address of the Guild is 7000 West Third Street, Los Angeles, California 90048. Such press books shall conform to the provisions of this Schedule A, Paragraph 22, above.

The Guild shall send a written answer to the Company immediately upon receipt of the Company's press book. If Company does not receive such an answer from the Guild within six (6) days from the time the Company has sent the press book to the Guild, the Guild shall be considered to have approved the press book, and such approval shall be binding upon the Guild and the writer or writers involved. If, within such six (6) days, the Guild should protest to the Company that any advertising contained in such press book, neither previously approved as part of initial advertising material nor as part of subsequent advertising material, does not conform with the advertising provisions quoted above, the Guild and the Company shall appoint a joint committee which shall immediately determine the validity of the Guild's protest. If the committee determines it is a valid protest, it may specify the corrections, if any, necessary to conform the advertising with the above-mentioned advertising provisions.

Production Credits

d. When a "production" or "presentation" type of credit is given by the Company in advertising:

(1) The writing credit(s) in such advertising shall be in the same size of type as the size of the type of the "production" or "presentation" credit if such a credit is accorded to the producer or the director of the picture, and not less than one hundred percent (100%) of the size of the type of the largest "production" or "presentation" credit if two (2) or more persons receive such "production" or "presentation" credit, and not less than the size specified in subparagraph (2) below. In all cases, such credit will be given in the same style of type as the credit of the individual receiving the largest "production" or "presentation" credit. The provisions of this subparagraph (1) shall not apply when a "production" or "presentation" credit is given to a writer (alone or with one or more other persons) and such writer receives sole writing credit for the respective motion picture.

(2) When a single "presentation" or "production" credit is accorded, the writing credits shall be in size of type not less than twenty percent (20%) of the size of the type of the main title, as such

title appears in the advertising involved. When more than one (1) "presentation" or "production" credit is accorded, the size of the writing credits shall be increased by an additional five percent (5%) of the main title for each such additional "production" or "presentation" credit (e.g., a total of twenty-five percent (25%) for two (2), thirty percent (30%) for three (3), etc.). For the purposes of this paragraph, if two (2) or more names are used on one (1) line in one (1) "presentation" or "production" credit, such will count as one (1) "presentation" or "production" credit (e.g., "*A John Jones-Bob Brown Presentation*;" but not "*A John Jones Production of a Bob Brown Presentation*").

(3) The credit accorded to the author of the source material is not subject to the restrictions of this subparagraph 28.d. and shall not be considered a "production" or "presentation" credit.

(4) The provisions of this subparagraph 28.d. shall not apply: (i) to impersonal corporate "presentation" or "production" credits when the corporate name is wholly impersonal, such as "*Columbia Pictures Corp. presents*," and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions; and (ii) advertisements less than four (4) column inches in size, teasers and special advertising.

Television

Writing credit for movies-of-the-week and television specials such as mini-series, multi-part series and "long form" television programs (but not necessarily in the form specified in Schedule A), shall be included in publicity releases issued by the Company relating to the television motion picture when the producer and the director are mentioned, whether in the form of a "production" or "presentation" credit or otherwise, except when such release is restricted to information about such individual or individuals. Prior to a final determination of credits, the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

In addition to the requirements set forth above, the Company will include the identity, background and filmography of the credited writer(s) in standard print and electronic press kits relating to a long-form television motion picture, if such information about the director is also included. Each participating writer shall supply a copy of his/her filmography to the Company's advertising/publicity department at the time of final submission of his/her literary material to the Company. It is understood that the Company may edit the writer's filmography for use in such press kits. Unless notified otherwise by the Company, each credited writer on a longform television motion picture will be interviewed for the purpose of including material about the credited writer(s) in the standard electronic and print press kits for the motion picture, or on DVDs or laserdiscs containing the motion picture, if the Company interviews the director for the same purpose. The Company shall not be required to provide transportation or accommodations for interview sessions for such writers. (If interviews are conducted prior to the final determination of writing credits, the writer(s) whom the Company in good faith believes will be entitled to writing credit will be interviewed.) However, the decision to include or exclude all or any part of the interview material, and the form of the material to be included, shall rest solely within the discretion of the Company, except that the Company will not include interview material with uncredited writers in press kits issued after a final determination of credits, if practicable, and the Company will not include interview material with uncredited writers on DVDs or laserdiscs.

The provisions of the two preceding paragraphs are subject to the Article 48.E. "Hot Line Dispute Resolution" mechanism, but are not subject to grievance or to arbitration.

With reference to credits in advertising which is contracted for by the Company and which is more than eight (8) column inches in size, if the name of the individual producer or director (or executive producer as an individual) is included, the name of the writer shall be included and the writer shall receive parity as to size and style of type with the director, producer and executive producer. In connection with an anthology or episodic series, or serial, if advertising credit is

given to a producer or a director (or an executive producer as an individual) only in connection with advertising the entire series, the writer shall be given credit in such advertising when the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer, director or executive producer receiving such advertising credit. If spoken credits are accorded to the producer or director (or executive producer as an individual), they shall also be accorded to the writer. Oral self-identification by a producer or director or executive producer shall not be deemed to be a spoken credit for the purpose hereof.

With regard to advertising in Los Angeles or New York trade publications for a television series, or any individual episode of a series, if credit is given to a director, producer or executive producer with reference to the series, the writer(s) entitled to "*Created by*" or "*Developed by*" credits shall receive parity of credit with such executive producer, producer or director.

The foregoing provisions of this Paragraph 21 shall not apply to congratulatory or award advertising in which no one is mentioned other than the person(s) being congratulated for a nomination or award.

The following shall govern advertising relating to consideration for an award (e.g., "*For Your Consideration . . .*" advertisements): If either the director or the producer (or the executive producer as an individual) is named in such advertising together with any other person, then Company shall be obligated to accord credit to the writer(s) in such advertisement in accordance with the fifth paragraph of Paragraph 21. However, if such an advertisement is placed for a single television motion picture in which no one is named other than the director(s), or the producer(s) or executive producer(s) alone, or if such an advertisement is placed for a television series or serial in which no one is named other than the executive producer(s) alone or with starring actors, then the foregoing obligation to accord credit to the writer(s) shall not apply.

In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15.B.14., it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefor which is appropriate to the field or medium for which such material is licensed. If Company itself uses such material pursuant to Article 15.B.14.a. or e., it will accord appropriate credit to such writer or writers in connection therewith, but, in the event of any dispute concerning the appropriateness of such credit, the Company's decision shall be final.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a teleplay. The credit on a novel based on a teleplay shall indicate that the novel is based on that teleplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover, the "*Teleplay by*" or "*Written by*" credit shall also appear on the cover in the same size and style of type as the writer of the novel; provided, however, that the writing credit need not so appear if the writer of the teleplay is the writer of the novel. The contract with the publisher shall provide that this credits provision is for the express benefit of the writer and the Guild, and that the publisher will comply with such requirements, but the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

Nothing contained in this Paragraph 21 shall be deemed to affect, limit or modify the provisions of Article 15.B.8. of this Basic Agreement, it being the intent that a "Buyer" executing an assumption agreement under subparagraph 8. shall in all respects be in the same position as the "Seller". No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default or a breach by the Company of this Basic Agreement. The Guild agrees to discuss with the Companies its policy regarding issuance of waivers for the inclusion of names of corporate employers in paid advertisements.

If the domestic version of the laserdisc or DVD containing the long-form television motion picture, or the Internet web page dedicated to the specific long-form television motion picture, contains a filmography of the director, then it will also contain a filmography of the credited writer(s). Each participating writer shall supply a copy of his/her filmography to the Company's advertising/publicity department at the time of his/her final submission of literary material to the Company. It is understood that the Company may edit the writer's filmography for inclusion on the laserdisc, DVD or Internet web page. The provisions of this paragraph are subject to the Article 48.E. "Hot Line Dispute Resolution" mechanism, but are not subject to grievance or arbitration.

Prior to Final Determination (television)

a. When the Company supplies publicity material to newspapers, trade papers or periodicals prior to the final determination of credits as herein provided, the Company may include such credits for writing as the Company in good faith believes to be a fair and truthful statement of authorship. After notification of the final determination of credits, the Company shall not issue or release any publicity which shall state authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company.

b. When the Company supplies material to newspapers and periodicals, such as *TV Guide*, for listing programs, it will list writing credits if they have theretofore been determined.

WGC

Subject to any waiver under Article A926 (*pseudonyms*), the Producer shall accord writing credits on:

a) all paid advertising relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credit shall be the same as that of the director.

b) all handouts, fact sheets, information folders and invitations relating to the program where the director is accorded credit, issued by or under the direct control of the Producer, and the size of the credits shall be the same as that of the director.

Equal prominence shall be given to all credited writers in advertising and publicity. *A920*

Exception for Quebec Animation Translation by credit

Producer shall not be obligated to accord Writer credit in advertising or publicity. *Schedule 4 Quebec Appendix for Animation 2Bd.iv*

WGGB

(a) A Writer accorded a Main Writing Credit and who has not waived his entitlement under Clause 3 hereof, shall be given credit on all paid advertising relating to the film whenever:

(i) Credit is accorded to the Director and (ii) Such advertising is issued by or is under the direct control of the Associate.

(b) Where there is a single Writer the credit shall be of the same size as the Director's credit.

(c) Where there are multiple Writers, their names shall occupy an area not less than that occupied by the Director's credit.

(d) Advertising and Publicity in the context of this clause shall include all handouts, fact sheets, information folders and invitations relating to the film issued by or under the direct control of the Associate.

- (e) Nothing contained in sub-clauses (a) - (d) above shall apply to:
- (i) Group or list advertising e.g. where more than one film is advertised.
 - (ii) So called 'teaser' advertising.
 - (iii) Advertisements less than ten column inches.
 - (iv) Trailer advertising.
 - (v) Advertising on radio and television.
 - (vi) Special advertising or publicity relating to any individuals such as, but without limitation.
 - A. Authors of or persons connected with source material.
 - B. Producers and Directors.
 - C. Members of the cast.

PROVIDED ALWAYS that if any of the forms of advertising listed in (e) (i) to (v) above includes the name of the Director, a Writer entitled to a sole main Writing Credit shall be accorded an equivalent credit. *Screenwriting Credits Agreement 7*

Prior To Final Determination

In any advertising or publicity issued by the Associate prior to the final determination of main Writing Credits, the Associate may include such credit as the Associate may in good faith believe to be a fair and truthful statement of the authorship of the Screenplay. *Screenwriting Credits Agreement 8*

CONCLUSION

WGA

These rules and procedures have been derived from the experience and practice of the past years. Although they remain the guiding policy by which credits are determined, they are not to be considered rigid or inflexible. The Guild has the discretion to depart from precedent when new conditions, new problems, or new methods of work may require an alteration of the rules or a new application of an existing rule to a unique set of facts and circumstances.

It is now accepted that administration of writers' credits belongs to the writers themselves. It is their responsibility to see to it that credits are administered wisely and well, that the written work product of participating writers is credited as accurately as possible, and that the overall result leads ultimately to a recognition of the importance of the writers' contribution to the screen.

Tables

TABLE 1: WGA Definitions/Rules adopted by IAWG Member Guilds

WGA Definition <i>('both' refers to theatrical & television)</i>	AWG	IPSG	NZWG	SARTEC	WGC	WGGB
1. Team considered one writer	√		√		√	
2. Literary Material	√		√			
3. Source Material	√		√		√	√
4. Story (both)	√		√		√	√
5. Screen Story	√		√			√
6. Screenplay	√		√			
7. Written by (both)	√		√		√	
8. Narration (Written) by			√		√	√
9. Based on Characters Created by (both)	√		√			
10. Adaptation by (both)			√			
12. Television Story						
13. Teleplay					√	
15. Narration						
16. Episodic Series						

<i>Adopted WGA Definitions/Rules Cont'd</i>	AWG	IPSG	NZWG	SARTEC	WGC	WGGB
17. Unit Series						
18. Format and Bible						
19. Created by						
20. Developed by						
21. Sequel Stories	√					
22. More than 2 writers	√					
23. Automatic Arbitrations	√				√	
24. Remakes	√		√			
25. Pseudonyms					√	
26. Irreducible Story Minimum	√		√			

TABLE 2: Additional IAWG Definitions/Rules

Additional Definitions/Rules	AWG	IPSG	NZWG	SARTEC	WGA	WGC	WGGB
1. Original Concept by	√						
2. Translations				√		√	√
3. By						√	√
4. Animation						√	
5. Film	√						√
6. Additional Team Rules	√					√	√
7. Final Script, Script	√					√	
8. Group Writing						√	
9. Team on Single Contract, engaged at the same time						√	

TABLE 3: Standard WGA Credits vs IAWG Guilds

WGA Credits	AWG	IPSG	NZWG	SARTEC	WGC	WGGB
1. Written by	√		√		√	√
2. Story by	√		√		√	√
3. "By" immediately following title	√		√		√	√
4. Screen Story by	√		√		√	√
5. Screenplay by	√		√		√	√
6. Adaptation by	√		√			
7. Narration (Written) by			√		√	√
8. Based on Characters Created by	√		√			
9. Created by	√		√			
10. Developed by			√			
11. Special Material by (Variety)						
12. No Other Credits Clause	√				√	√

TABLE 4: Additional IAWG Credits

Additional Credits	AWG	IPSG	NZWG	SARTEC	WGA	WGC	WGGB
1. Original Concept by	√						
2. English Screenplay Version by							√
3. Additional Dialogue by			√				
4. Non-film Source Material	√						
5. Translated by (Animation Only)						√	
6. Adapted by (Translations)						√	
7. Contributing Writer (Variety)						√	
8. A Film By						√	
9. Storyliner			√				
10. Story Editor credit						√	
11. Documentary Script by						√	

TABLE 5: Timing of Credit Notification and Objections

	AWG	IPSG	NZWG	SARTEC	WGA	WGC	WGGB
Theatrical Motion Pictures							
15 days prior to commencement of principal photography	√					√	
After completion of principal photography					√		14 days
Prior to Release			√				
Deadline to object	5 days				11 days	14 days	14 days
Deadline to request script	24 hrs						
Television							
7 days prior to commencement of principal photography (drama series only)						√	
After completion of principal photography					√		
Deadline to object					6 days	7 days	

TABLE 6: Credit Arbitration Procedures

	AWG	IPSG	NZWG	SARTEC	WGA	WGC	WGGB
Formal Arbitration Procedure	√			√	√	√	√
Included in Collective Agreement					√	√	
Flexible Arbitration Guidelines			√				
Credits Manual	√		√		√	√	√
Credits Committee			√		√	√	
Participant Rejection of Arbiters	√		√		√		
Arbitration Secretary	√		√		√		
Credit Review Board	√		√		√		
Automatic: Production Execs					√	Directors & Producers	
Automatic: Screen Story	√				√		
Informal Resolution Provisions	√		√		√	√	√
Number of Arbiters	3		3		3	3	3
Pre-arbitration hearing					√		
Arbiter Deadlines: Feature Films, MOWs	15 days				21 Days	30 days	
Arbiter Deadlines: Drama Series, Docs	15 days					21 Days	

<i>Arbitration Procedures Cont'd</i>	AWG	IPSG	NZWG	SARTEC	WGA	WGC	WGGB
Writer Statements	√				√	√	
Counter-Statements						√	
Writer Sign-Off on Materials						√	
Submission of Script Material	Producer		Writer		Producer	Producer	