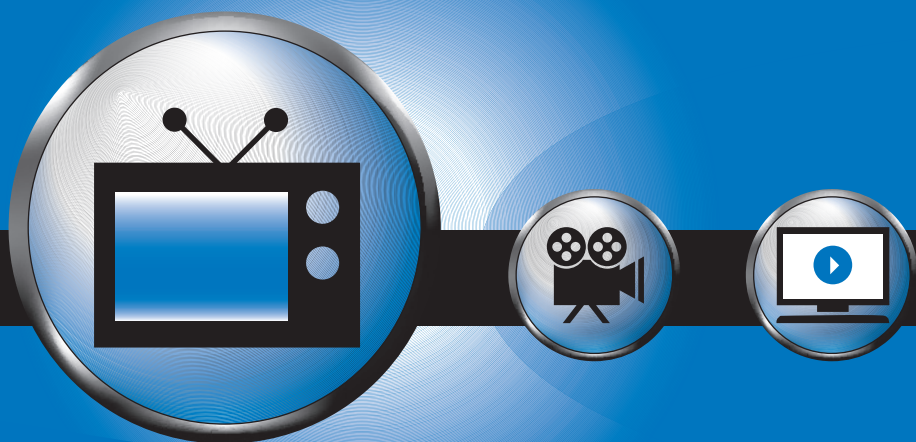


Television Credits Manual



**WRITERS GUILD
OF AMERICA WEST**



**WRITERS
GUILD
of AMERICA
EAST**

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Effective for Notices of Tentative Writing Credits submitted on or after June 18, 2010.

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Preface

A writer's position in the motion picture or television industry is determined largely by his/her credits. His/her professional status depends on the quality and number of the screenplays, teleplays, or stories which bear his/her name. Writing credit is given for the act of creation in writing for the screen. This includes the creation of plot, characters, dialogue, scenes and the other elements which comprise a teleplay.

The administration of an accurate and equitable system of determining credits is, therefore, one of the most important services the Guild performs for writers, and it is to a better understanding of this important responsibility that this Manual is dedicated.

The Guild is asked numerous times a year to assist in the resolution of controversies between writers over their credits. Arduous and unpleasant as this chore sometimes is, the Guild undertakes it willingly, not only to protect writers from embarrassing personal conflicts but also to ensure the validity of credit records on which the professional status of writers depends.

The guiding principle of this system of credit determination is that the writing credits should be a true and accurate statement of authorship as determined by the rules of this Manual. Fortunately, the written material provides a definite basis for credit determination, and the willingness of experienced writers to read this material carefully and weigh the contributions of the participants ensures a fair and impartial decision arrived at by qualified persons.

The importance of credits demands that writers give the process for determining credits the closest scrutiny. The rules and procedures set down here are based on:

1. the Guild's contractual obligations under the Theatrical and Television Basic Agreement ("MBA"); and

2. the Guild's own rules and regulations adopted by the membership, which are put into practice by writers.

For practical tips to help you protect your interests in an arbitration, please refer to the Credits Survival Guide, which you can access at the Guild's websites, www.wgaw.org or www.wgaeast.org.

I. Working Procedures

A. WRITER'S RESPONSIBILITY WHEN ASSIGNED

1. Notify other writers on the same assignment.

The Company is obligated, under the MBA, to notify a writer of all writers currently or previously employed by the Company on the same material. On a television motion picture ninety (90) minutes or longer, the Company is required to notify all participating writers in writing of the name(s) of any subsequent writers. Such notice(s) shall be issued within a reasonable time after employment of each subsequent writer.

The writer's responsibility begins at the moment the writer starts an assignment. Guild Working Rule 12 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 of such other writers of the fact that the writer has been assigned to the material.

2. File contract at Guild office.

Each member must promptly file with the Guild office a copy of his/her contract of employment, in no case later than one week after receipt of the contract.

3. 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.

B. COLLABORATION: A TEAM OF WRITERS

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 staff of the Television Credits Department 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, an Application to Collaborate 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.

C. WRITING INDEPENDENTLY OF PRIOR SCRIPTS

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 were 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.

II. Credit Determination Procedure

A. NOTICE OF TENTATIVE WRITING CREDIT

Television Schedule A of the MBA provides that the Company will send to each participating writer, and the Guild concurrently a Notice of Tentative Writing Credits (“Notice”). The Company also is required to provide each participating writer a copy of the final shooting script (or if such script is not available, the latest revised script).

A participating writer is defined as a writer who has been employed by the Company on the story and/or teleplay, or a “professional writer” who has sold or licensed literary material subject to the MBA (See Section III.A.4. for the definition of “professional writer”). In addition, in the case of a remake, any writer who has received writing credit under any WGA Basic Agreement in connection with a prior produced version shall also be considered a participating writer. If a participating writer is unavailable to participate in the credit determination process, an appropriate representative may participate on such writer’s behalf. As a participating writer, he/she shall be entitled to participate in the procedure for determination of writing credits.

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.

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 custom-

any mailing address, this writer should give prompt written notice to the Company to send the Notice and the final shooting script to a specified representative.

B. WHAT TO DO UPON RECEIPT OF NOTICE

1. If a participating 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, a participating 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.
3. If after reading the final script a participating writer wishes to protest the tentative writing credits as proposed by the Company, the writer sends a protest both to the Company and the Guild in substantially the following form:

“I HAVE READ THE FINAL SCRIPT AND I HEREBY PROTEST THE 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, but in no event shall this time be less than that specified in the MBA which states, “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 (7 business days); 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 will not be earlier than 6:00 p.m. of the next business day following the next day after the dispatch of the notice

above specified (3 business days).”

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

4. In the case of an automatic arbitration, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the Notice.¹

C. AGREEMENT AMONG WRITERS

The MBA 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 television screen and in what form, provided that the form agreed upon is in accordance with the terms of Television Schedule A of the MBA, and provided the agreement is reached in advance of arbitration. The MBA also provides that the form of such credit shall not be suggested or directed by the Company.

Any participating writer 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 participating writers, Television Credits staff 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.

D. ARBITRATION

NOTE: The words “arbitration” and “arbiters” and their variants are used

1 The MBA requires an automatic credit arbitration in the following circumstances: 1) a production executive is proposed for writing credit and there are other, non-production executive participating writers on the project; 2) three writers are proposed for “Written by” or “Teleplay by” credit; 3) a “Television Story by” credit is proposed; 4) an “Adaptation by” credit is proposed; and 5) a “Developed by” credit is proposed on a series in which there are separated rights.

in this manual in the 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 MBA.

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.

1. Selection of Arbiters

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 Television Arbiters List. The Television Arbiters List includes writers who have been current members for at least one year and who have received no less than three writing 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, Television Credits staff shall submit to the participating writers a copy of the Television Arbiters List. At that time, the participating writers have the opportunity to file a list of preemptory challenges deleting a reasonable number of names from the arbitration in which they are involved.

Television Credits staff will select the Arbitration Committee from the names remaining on the list after participating writers have had an opportunity to file a list of preemptory challenges. Wherever possible, arbiters will be selected who are experienced in the type of writing involved in a

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.

2. Television Credits Consultants

One member of the Guild's Television Credits Committee shall be designated by Television Credits staff to act as Consultant for each Arbitration Committee, and he/she shall be available to the members of the 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.

3. Anonymity of Arbiters and Consultants

As has always been Guild practice, the identity 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.

4. Rights and Responsibilities of Participants

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

a. Verification of Materials

The MBA requires the Company to submit three copies of all material written by participating writers as well as the available source material. Inasmuch as the final determination of credits is based solely on an analysis of this written material, the participating 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 MBA, the Guild has the right to ask for an “as broadcast” script which will be provided by the Company if it is available at the time of the arbitration. For this reason, if a participating writer believes that the “final shooting script” does not accurately reflect what was shot during principal photography, the writer should request Television Credits staff to ask the Company to submit an “as broadcast” script. If the “as broadcast” script is submitted to the Arbitration Committee, it is not credited to any participating writer.

b. Statement to the Arbitration Committee

The statement to the Arbitration Committee provides the participating writer with an opportunity to explain why the writer is entitled to a particular credit. While the Arbitration Committee bases its decision solely 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 Television Credits staff to forward to the arbiters. The statement should objectively and substantively address the requirements to receive credit as set forth in this Manual, “Section III. Guild Policy on Credits.” The focus of the statement should be how the literary material has met the criteria outlined in the Manual for the credit the writer is seeking. In addition, 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 teleplay.

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.

As the written statement is the participating writer's only opportunity to communicate his/her position to the arbiters, it is advised that the writer take due care in its preparation. Generally, statements should not exceed three, single-spaced typewritten pages. Because of the limitation of eight 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. Whenever possible, the Guild will extend this deadline depending on the circumstances of the particular arbitration. Further, at the request of a participating writer, additional time to submit a statement may be granted by Television Credits staff 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, Television Credits staff will forward such statement to the Arbitration Committee provided such statement is received prior to a decision of the Arbitration Committee.

Information that cannot be included in a writer's statement to the Arbitration Committee includes, but is not limited to, the following:

- References to a writer's entitlement to contingent compensation tied to the receipt of credit on screen;
- Letters or comments of support from other individuals;
- Information pertaining to the development process that is not germane to the arbiters' analysis of the literary material (e.g. the fact that a project was "greenlit" after a certain draft);
- Information that is irrelevant to the written work which may prejudice any writer in the process;
- Information that may reveal the identity of any writer in the process (e.g. a writer's name or prior credits); and

■ Information that may reveal that a participating writer is a production executive on the project.

The Television Credits staff member administering the arbitration will review each participating writer's statement to ensure compliance with the above-stated rules.

As a matter of Guild policy, in each arbitration the participating writers' statements are held confidential by the Guild. They are not provided to other participating writers, the Company or anyone else outside the credit determination process.

c. Anonymity of Writers

The identity of all participating writers and any functions they performed on the production, other than as writers, 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.

5. Pre-Arbitration Hearing

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 Television 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.

6. Procedure of Arbitration Committee

The following information and material is sent to each member of the

Arbitration Committee by the Television Credits staff member administering the arbitration:

- 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 Television Credits staff.
- 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 and authorship 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 this Credits Manual.
- f. Request for telephonic communication to the Television Credits staff member administering the arbitration 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 submit-

ted independent of the other two arbiters and makes a decision based on the guidelines for determining credits. **Although the participating writers are encouraged to submit a statement to the Arbitration Committee advocating for a particular credit, the decision as to the appropriate credit must be based *solely* on the literary material submitted for the arbitration.** In determining relative contribution, the Arbitration Committee bases its determination on what material was actually used, not the Committee's personal preference of one script over another.

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 Television Credits staff member administering the arbitration. 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 therefore. The decision of the Arbitration Committee shall be accepted as final and communicated by Television Credits staff to all interested parties.

7. Appeals Before a Policy Review Board

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 Television Credits Committee except the Consultant in the case. If the Chair or Vice-Chair is unavailable or otherwise unable to serve on a Policy Review Board, the

Policy Review Board shall consist of three members of the Television 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 participating writer'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.
- 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 Television Credits staff to form a new Arbitration Committee.

The Policy Review Board hearing must be held and its decision rendered within the time allowed for the arbitration under the provisions of the MBA.

8. Notification

The Television Credits staff member administering the arbitration shall write a letter to the Company and the participating writers notifying them of the final decision of the Arbitration Committee.

9. Guild Decision Final

Television Schedule A provides:

“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, 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.”

“The decision of the Guild Arbitration Committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws

of libel or slander or otherwise with regard to proceedings before the Guild Arbitration Committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise referring to this subparagraph or any writer consenting to the procedure set forth in this subparagraph shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this subparagraph, and all such rights or claims are hereby specifically waived.”

III. Guild Policy on Credits

A. DEFINITIONS

1. Writer

The term “writer” is defined in the MBA. In general, the term “writer” means a person employed by a Company to write literary material or a person from whom a Company purchased literary material who at the time of purchase was a “professional writer,” as defined in the MBA.

For purposes of credit, a team of writers, as defined in the Television Credits Manual Section I.B., is considered as one writer.

If literary material covered under the MBA 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.

2. 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.

3. Source Material

Source material is all material, other than story as hereinafter defined, upon which the story and/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 teleplay by” or other appropriate wording indicating the form in which such source material is acquired. Not all assigned material is source material. For example, literary material written by prior participating writers and research material are not considered source material.

4. Professional Writer

The MBA generally defines a “professional writer” as a person who has received employment for a total of thirteen weeks as a television or theatrical motion picture writer; or received credit on the screen for a television or theatrical motion picture; or received credit for a professionally produced play or a published novel. A writer may also negotiate with a Company to be treated as a “professional writer” even if the writer would not otherwise qualify as a “professional writer” under the MBA.

B. RULES FOR DETERMINING CREDIT

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.

A team of writers shall be treated in all respects as a single writer.

1. “Written by”

The term “Written by” is used when the writer(s) is entitled to both 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.

“Written by” credit 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 writing teams may be used.

2. “Story by”

The term “story” means all writing covered by the provisions of the MBA representing a contribution “distinct from teleplay and consisting of basic narrative, idea, theme or outline indicating character development and action.”

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 MBA; or 3) when the teleplay 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 “Television Story” below.

Story credit may not be shared by more than two writers. For a second writer to share story credit, his/her contribution must constitute substantially more than the contribution of the first writer. In rare instances, a second writer may be entitled to sole story credit if his/her contribution to story essentially eliminates the contribution of the first writer.

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

3. “Television Story by”

If the writer is furnished source material but takes from it only a characterization, an incident or some equally limited contribution, creating a substantially new and different story from the source material, he/she may receive credit for “Television Story by,” 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 his/her 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,” “From a Story by,” etc.

Television Story credit may not be shared by more than two writers.

4. “Teleplay by”

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.

a. Guidelines for the Arbiters in Determining Teleplay Credit

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.

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 three 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.

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.

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.

b. Additional Guidelines for the Arbiters in Determining Teleplay Credit

A writer who is the original writer (herein sometimes called the “first writer”) of a teleplay is entitled to no less than shared teleplay credit unless a “second writer(s)” contributes all of the four teleplay elements listed above to a degree that the contribution of the “first writer” in all 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.”

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.

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, in the opinion of the Arbitration Committee, go to the root of the drama or comedy and constitute substantially more than the contribution of the “first writer.”

A second writer may receive credit if he/she contributes substantially more than the first writer to one or more of the four teleplay elements,

described in Section III.B.4.a., above. It is not essential that the writer has contributed to all of the 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.

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.B.2.)

5. "Adaptation By"

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 teleplay construction without quali-

fyng for “Teleplay by” credit. In those special cases, and only as a result of arbitration, the “Adaptation by” credit may be used.

6. Variety or Audience Participation Shows

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, by waiver only, in the form:

“Special Material by”

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

7. Narration

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

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.”

8. No Other Credits Approved

Any form of credit not expressly described in this 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.

C. PRODUCTION EXECUTIVES

The term “production executive” means any employee of the Company customarily hired for, or engaging in, activities considered part of the managerial phase of the Company’s business activities. For the purpose of credit determination, the following are considered to be production executives: producers, directors, story editors, story supervisors, or any other person who represents management in dealing with writers.

1. Automatic Arbitration Provisions

Television Schedule A of the MBA provides:

“Unless the writing of the story and/or teleplay is done entirely without any other writer, no story or teleplay 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 the determination of such credit.”

2. Notice Requirements

A production executive may not receive credit on the basis of work done as a member of a writing team, except as a member of a head-to-head collaboration on such terms as may be approved by the Board of Direc-

tors.

As in all cases, decisions of Arbitration Committees are based solely 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.

D. REMAKES

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 material 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 Teleplay 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. In the case of a remake, credit may be accorded to the credited writer(s) of the prior motion picture as follows:

- a. The Arbitration Committee can elect to give the prior writer(s) no credit of any kind.
- b. The Arbitration Committee can elect to give the prior writer(s) a "based on" credit only.
- c. The Arbitration Committee can elect to give credited writer(s) from the original motion picture a writing credit only. In that instance, the

credited writer(s) from the original motion picture cannot receive any more credit than they received on the original.

d. The Arbitration Committee can elect to give the prior writer(s) both a writing credit and a "based on" credit.

E. SEPARATION OF RIGHTS

1. Introduction

Provided certain rather technical requirements are fulfilled, the writer of the format, story or story and teleplay for a new television series may be entitled to "separated rights" in the series.

Although the producer acquires, for a limited time, the exclusive right to exploit sequel rights in the writer's material, the writer with separated right retains all other rights including, but not limited to, for example, dramatic rights, theatrical motion picture rights, publication rights, merchandising rights, radio rights, and live television rights. In addition, the writer is guaranteed sequel payments for each episode in an episodic series. The potential economic importance of separated rights to a writer thus gives an arbitration for separated rights a special significance.

The 1977–2008 Theatrical and TV MBAs provide that where there are separated rights in a series, the Guild will determine which of the writers of the format, story, or story and teleplay is entitled to the separated rights (including sequel payments) or the proportion in which each shall share. When there are separated rights, the writer entitled thereto shall receive "Created by" credit.

2. Definitions

a. Format

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

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.

b. “Created by”

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 MBA. 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.

c. “Developed by”

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 series’ 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.

3. Who is Eligible for Separated Rights

- a. The writer of the format(s), and/or
- b. A credited writer of the story or story and teleplay of the film(s) from which the series derives. (A writer receiving only teleplay credit is not eligible to share separated rights.)

In the analysis of the material and in the determination of the ownership

of the separated rights, the writer entitled thereto must, therefore, be either the writer of the format or a credited writer of the story(ies) from which the series derives, or both. (This would include a writer receiving a “Written by” credit.)

4. The Criteria

When only one writer has written all of the material (format and/or story or stories), that writer is entitled to the separated rights. The necessity for arbitration arises when the material of the original writer has been revised or augmented by a subsequent writer.

The material should be analyzed to determine the significant changes that were made from the original material. (A “significant change” is defined as a change or additional element that contributes in a fundamental way to the series’ distinctiveness or viability.) If changes or additional elements have been contributed, then whether those changes or additional elements are significant must be determined. If the changes or additional elements are not significant, then the writer of the original material is entitled to 100% of the separated rights. If significant changes have been made, then the proportion in which the writer who contributed the significant change is entitled to share separated rights must be determined. Equal weight need not be given to each element nor is each element equally important in each series,

The elements that should be analyzed are the following:

- a. The framework in which the central running character(s) will operate - which framework is intended to be repeated in each episode.
- b. The setting (locale, time, etc.)
- c. The theme or point of view.
- d. The premise or general story line (as distinguished from the story in a particular episode).
- e. The central running character(s).

f. The interplay among the characters.

g. The flavor, style, or attitude.

A significant change (as defined above) in one of the foregoing elements may entitle the writer who contributed that change to a share in the separated rights. (As an illustration, changing the locale of “The Beverly Hillbillies” to Park Avenue may not significantly affect the series, whereas a move to Slippery Rock would drastically alter the concept of the show. Changing a faceless detective – to use another illustration – into a distinct and identifiable character, such as Charlie Chan, might also constitute a significant change.) If it is determined that no significant changes were made in the format, for example, the separated rights should be granted to the writer of the format. If, on the other hand, it is determined that significant changes were contributed by a subsequent writer, then the proportion in which the original and subsequent writers will share must be determined. It is not essential that the writer has contributed all of the elements.

5. Determining the Proportionate Share of Separated Rights

If more than one writer, in the judgment of the Arbitration Committee, is entitled to a share of the separated rights (including sequel payments), then the proportion in which each is entitled to share must be determined. Except in the rare case in which four or more writers would share, these proportions should be no less than 30% for an individual writer and should be allocated in 10% increments. Two writers thus could share separated rights only in the following proportions: 30-70, 40-60, or 50-50. Three writers could share only in the proportion of 30-30-40.

6. Procedure in the Event of A Disagreement Among the Arbitrators

In the event that the arbitrators reach different conclusions as to the share to which the writers of the material are entitled the arithmetic mean (to the nearest 10%) of the arbitrators’ awards will be used as the basis for assigning the individual shares of the separated rights (and sequel

payments). A comparable procedure will be used to determine the order of names in the “Created by” credit.

7. Procedure in Separation of Rights Arbitrations

In general, the procedure in a Separation of Rights arbitration is the same as that set forth in Section II. above, with the following differences:

- a. The Guild will maintain two lists of arbitrators for Separation of Rights arbitrations: a list consisting of experienced arbitrators who have written comedy pilots, and a list of those who have written dramatic pilots.
- b. Prior to each Separation of Rights arbitration, a copy of the complete list of eligible arbitrators will be sent to each participant, in order that he may strike any names that he finds unacceptable.
- c. A member of the Television Credits Committee experienced in the writing of pilots will serve as consultant to the arbitration panel.

8. “Developed by” Credit

In addition to determining which writer or writers are to receive separated rights and therefore a “Created by” credit, it may be necessary to determine if any other writer or writers are entitled to a “Developed by” credit. 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.

It should be emphasized that the Guild does not have the right to award a “Developed By” credit unless:

- a. The employer agrees to such credit.
- b. Another writer has separated rights in the series (and thus a “Created By” credit).

Any writer who is eligible for but not entitled to separated rights may be eligible for a “Developed By” credit. Also (as distinguished from eligibility for separated rights) a writer who receives a teleplay credit, but not a

story credit, may be eligible for a “Developed By” credit.

As a general rule, a “Developed By” credit would be granted to that writer who has contributed significantly to the series’ distinctiveness and viability, but not enough to warrant a “Created By” credit.

Because a “Developed By” credit tends to diminish the importance of a “Created By” credit, it should be granted only when the use of a “Created By” credit alone would substantially misrepresent the writer(s) responsible for the series’ distinctiveness or viability.

F. WITHDRAWAL FROM CREDIT

A participating writer may not withdraw from credit on a project on which he/she is the only participating writer.

Prior to the time a credit question has been submitted to arbitration, a writer may withdraw from 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 credits have been determined by arbitration, a writer may not withdraw his/her name from 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. (See I. below.)

G. GUILD’S RIGHT TO PROTEST

Pursuant to the provisions of the MBA 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.

H. ORDER OF NAMES

The order of writers’ names in a shared credit may be arbitrated. Gener-

ally, 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.

I. PSEUDONYMS

The MBA provides that any writer who is entitled to credit on the screen and who has been paid, or is guaranteed payment of, less than three (3) times the applicable minimum provided for in the MBA shall have the right to be accorded credit on the screen, in advertising or otherwise, in a reasonable pseudonymous name.

The writer shall exercise his/her said right within the time he/she may give written notice of protest as provided in Paragraph 13 of Television 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 of a pseudonym shall be extended to 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 use of such pseudonym.

Before using a pseudonym a writer must register it with the Guild by sending a written notice to the Membership Department with the writer's Social Security number, if any. A pseudonym may not duplicate the name or pseudonym of another writer or the name of a public figure.

Subject to the terms of a fully-executed strike settlement agreement between a signatory company and the Guild, Television Credits staff shall be empowered to obtain the true name and identity of any writer listed by pseudonym on any Notice of Tentative Writing Credit submitted to the Guild. In the event that the Company or writer refuses to reveal the true identity of a writer listed by pseudonym on a Notice of Tentative

Writing Credit on which the names of one or more other writers also appear, such writer listed by pseudonym shall not be entitled to receive writing credit, and credit shall be awarded to the other writers as the Arbitration Committee or Television Credits staff determines.

J. WRITTEN MATERIAL PREVAILS

Decisions of Arbitration Committees are based solely 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.

K. REVISION OF SCRIPT AFTER FINAL CREDIT DETERMINATION

If, after screen credits are finally determined, material changes are made in the literary material, either the Company or a participating writer and the Guild jointly may reopen credit determination by making a claim within 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.

L. PUBLICIZING OF CREDITS

The MBA and Guild Working Rules 15 and 16 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.

M. CONCLUSION

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.