



## **Writers' Guild of Great Britain**

### **Guidelines for WRITERS in ANIMATION**

#### **1. Introduction**

Are you a writer interested in and/or working in the field of Animation in the UK?

The Guild has created these guidelines for you and/or your agent to use as a business tool. They are to empower you and help create a fair working relationship between Writer and production company.

If every writer in the field refers to them, then we have a stronger voice. They're no good if they're simply put to one side and ignored.

Every animation studio and appropriate TV executive that we know of in the UK will be sent a copy and so most should be familiar with them. However, each job is unique and you and/or your agent are solely responsible for negotiating each job. It's up to you to refer to these guidelines and request their implementation.

We hope these guidelines help promote a Writer/Producer relationship which will work beyond the short-term with mutual trust, respect and benefit for all parties.

#### **2. Development Work**

In animation, if you're asked to develop a show (even if you're adapting from something else) you are to a large degree helping to create that show, and should be compensated accordingly.

Unlike some Live-Action work, in Animation, development is usually funded. Accordingly, payment for work in development stages of a project should always be made to the Writer.

If there are no funds for development work, then the Writer's contribution should be reflected in some other way, e.g. agreed backend percentages, agreed payment on sale of project, agreed payment on first day of production, etc. (see section 3).

**BIBLE** - One of the key elements of development is the show-bible; the guidelines of characters, settings, premises and overall tone which define an animation series.

**The show-bible** also may contain story spring-boards, story outlines and possibly a sample script. Note: If story spring-boards, story outlines and/or scripts are to be included within the show-bible, you should negotiate an additional fee for these.

**MINI BIBLE** - The difference between show-bible and mini-bible is quite simply page count. A mini-bible will have the basic premise, a short description of characters and 'their world' along with the tone of the show. Again, no matter how brief the work (see below) it is still considered development work and you should negotiate an appropriate fee for this.

**PITCH DOCUMENT** - Some shows are sold based on a pitch document no longer than one side of A4 paper. Less is often more. A lot of thought and experience might go into that page. It is still considered development work and you should negotiate an appropriate fee.

If a writer is required to produce a script for a short promotional trailer, this should be paid pro rata (See Section 11).

Work done on storylines or scripts without a bible will not only be that much more difficult for the Writer, but may also go some way to subsequently defining the bible (which you may not get paid for).

The work will also be much more risky for the Writer, as a direction or attitude may be taken which does not quite fit the loose guidelines or expectations of the Producer, and may therefore be rejected. Whilst the rejection of some ideas often strengthens other notions, and trial and error are important elements in the creative process, writing 'in the dark' can also be a great waste of time.

The Guild does not recommend that you go straight to script or storylines without the creation (or existence) of a bible.

Note: The normal basis on which the Writer will enter into development contracts is to be given first option to write a minimum number of scripts on the series if it's commissioned.

### **3. Conditional Payment**

It is acknowledged that there is risk for the Producer at all stages of production, and nothing is certain until the show is actually broadcast. Although Writers' Guild and Federation of Entertainment Unions' policy is to oppose deferred or conditional payments, it is possible for Writers to share the Producer's risk at the early stages of development of a project by accepting conditional payment or agreed share of profits. At this point you are becoming a partner in the production and should take professional advice from an agent or possibly a solicitor specialising in entertainment contracts. Talk to the Guild Office first.

### **4. Original Material – and sales of original material**

You own the copyright in everything original you write until such time as you assign that copyright for an agreed fee!

To protect yourself, make it a practice to write on all materials : your name along with copyright or © and the date, e.g. 'The Adventures Of Itty Bitty Bunny © 2000 Jon Smith'.

A) If you send unsolicited material to a production company or network, you do so on the understanding that these materials are free of obligation. The copyright in solicited and unsolicited original materials remains with you, the Writer, along with the format rights.

B) If you sell an original property, the producer will either option it and develop it with you, the creator, or in rare cases, go straight to a format deal. At this point you should negotiate a defined creative role in the project and a share in the profits.

C) If you sell an original property you should insist on 'The first right of refusal' based upon your availability for subsequent writing work. It is advised that you negotiate these specific rates in advance, rather than in good faith.

D) If you sell an original property it is advised you ensure that payments are negotiated on all exploitation of that property. The Guild recommends that you do not enter into any sale of original property without first taking professional advice from the Guild itself, an agent or, in certain cases, an experienced entertainment lawyer. The Guild offers both a contract vetting service and a legal advice hotline.

#### **E) Option of original material.**

An option is a payment for the ‘option to acquire the rights within a given period of time’.

Upon acceptance of an option payment, your property belongs to the option holder for the period stipulated in the option agreement.

The value and terms of option payments vary widely. Factors such as the length of the option, the fame of the property, the number of parties interested in your property, and your own status as a writer will all contribute to the value of the option payment. Additional fees are payable, such as for further development work and any extensions of the option.

“*A Beginners Guide To Options*” is available from the WGGB office on request.

Again, if you are about to negotiate an option agreement, the Guild suggests that you take professional advice.

Important: A full Writers’ commissioning agreement or a rights purchase agreement should be attached to the Option.

#### **5. Storylines/Story-springboards**

A) No matter what your status as a writer, if you are invited in to brain-storm storylines you should negotiate a day rate, but should not expect to be commissioned to write full scripts.

B) If you’re an experienced writer and are asked to pitch storylines for a series, then you should either agree a fee, or be guaranteed to write X-number of scripts for agreed fees. It should be agreed in advance that you have first refusal to write the scripts based on your storylines. If another writer is assigned to your storyline, you should be paid for that storyline.

C) If you're an inexperienced writer and are invited to pitch story ideas for a series (a paragraph or two in length), then you should be paid per story idea accepted or be commissioned and paid for a full treatment.

D) A second meeting called by the Producer to discuss commissioning a full script based on a storyline should constitute an agreement in principle to commission.

## 6. **Scripts**

A) The Producer seeking to establish the suitability of a Writer for a series should NEVER ask for a full speculative sample script. If a writer chooses to 'audition' for a show, then they do so against Guild policy. If there are special circumstances, you are strongly advised never to agree to anything more than 4 pages of script and/or dialogue sample.

B) If you've been hired to write a full script for an agreed fee, then The Guild recommends that you are paid at least 75% of the fee up to first draft delivery stage. The full payment covers an outline, a first draft, second draft, and final polish (or acceptance of script, whichever comes first). Do not make any further amendments without further payment. Make sure you agree this in advance.

Note: The Guild defines 'Acceptance' as not hearing back for more than a month or production commencing on your work.

C) Turnaround times for notes on scripts should be agreed in advance with the production company.

D) The Guild recommends that the writer make note of all the dates upon which you submit the work.

E) No matter how much you want the job, don't promise the moon! Agree realistic delivery dates in advance. Too tight a schedule leads to late delivery or rushed work, leading to additional time in re-writes and an unhappy writer and client.

F) Script changes often take place at either the read-through, recording and/or storyboard stages. It is to the Producer's benefit to consult the Writer and/or have the Writer present, subject to availability.

The Writer should charge no more than attendance expenses (bus fare and a sandwich!) for this service.

## **7. Credits**

Don't be shy about credits. They are very important!

Credit should be agreed in advance (even if you're only up to an Option Agreement). Resist 'best endeavours' agreements for credit. Ideally you should address all the points below in any agreement.

- A) The Producer or script editor should not take joint script credit unless they have contributed 50% or more of the script.
- B) The Writer should have an individual screen credit on each individual episode he / she has written.
- C) The Writer should have a screen credit on all overseas and foreign language sales. (Omission of this may seriously affect the Writer's income without affecting the Producer in any detrimental way).
- D) The Writer should have a credit on the outside sleeve of any sell-through video or any other product containing the Writer's work.

## **8. Royalties and Residuals**

A royalty is a percentage of the sale price and a residual is a percentage of the original writing fee.

A) Copyright is an economic commodity and Writers deserve a continuing share of future income. For this reason buy-outs should be resisted.

B) However, in accordance with current practice specific to Animation, but against current Guild policy, Writers engaged to contribute episodes to a series where there already exists a bible, guidelines and sample script are often not paid any royalties or residuals.

C) Buy-out payments should be for terrestrial and satellite broadcasting only, and if possible, should not include any blanket terms such as for 'electronic rights', which terms may be negotiated in good faith on a case-by-case basis.

D) Most broadcasters are still resisting paying royalties or residuals in the UK; some Producers are offering contracts with a royalties clause.

**VERY IMPORTANT:** It should be noted that no Writers' Guild agreements include a total buy-out provision, and it is hoped that the blanket practice of denying Writers in Animation their repeat fees will cease and come into line with good practice in parts of Europe and some of North America.

## **9. Collecting Societies and Quit Clauses**

A) Writers should ensure that they are registered with the Authors' Licensing and Collecting Society (ALCS). It can be reached at:

ALCS  
The Writers' House  
13 Haydon Street  
London  
EC3N 1DB  
Phone: 020 7264 5700

B) Writers should also ensure they have the following Quit Clause incorporated into all their contracts.

“Nothing in this agreement will prevent the writer from being entitled to receive income under collective agreements negotiated by recognised collecting societies in any jurisdiction and (the producer) will lay no claim to any such income. This does not imply any obligation on (the producer) regarding the collection of such income.”

C) Remember to keep ALCS up-to-date with your credits.

## **10. Payment**

A) Insist on payment terms within your contract. The Guild suggests no more than 28 days.

B) If you are concerned about late payments from a particular client, then the Guild suggests that you negotiate a penalty clause within your contract. Writers Guild of America rules are 5% of the agreed fee for every month payment is overdue.

## **11. Rates**

Some production companies pay very well, while others offer abysmal rates. Some writers happily accept these low rates, but in so doing undermine the work of the Guild and their fellow Guild members. Therefore it is best that there is an awareness of what other writers are being paid in order to create a more level playing field.

Please refer to the rate-bands below and negotiate with confidence.

Based on the Guild's extensive research with UK Producers, Writers and Agents these are the average ranges of current rates (including buy-outs) for seasoned writers on programmes up to and including the programme running-times indicated. More experienced, in-demand writers will earn in excess of these rate-bands.

A)	Bible development fees range from £2000 - £8000+
B)	Scripts up to 5 mins @ £1100 - £2000+
C)	Scripts up to 10 mins @ £2000 - £3500+
D)	Scripts up to 22 mins @ £4500 - £7500+
E)	Scripts over 22 mins negotiated on a case-by-case basis
F)	Storylines (1 page) @ 5% - 10% of full script fee.
G)	Beated Outlines/Treatment (4 – 6 pages) @ 33% of full script fee.
H)	Re-writes requested after the final polish stage should be paid for. The fee will depend on what is involved.

It is interesting to compare rates and terms paid in 1998/9 to Writers working for Producers outside the UK for bibles and half hour (22') scripts:

FRANCE, SPAIN and ITALY:

Script fee £3000 plus royalty of £130 / minute / per country (8 countries are now signatories to the French collecting society, SACD.) Regular earnings £10000-12000 per script.

Bible fee £5000 plus 10% royalty.

NETHERLANDS : Script fee £2500. No royalties.

GERMANY : Script fee £3500. No royalties.

IRELAND : Script fee £2500 - £3000. No royalties.

USA :Script fee usually \$6,000. Range \$5000-\$10,000.

Pilot script \$7,500-\$15,000. Royalties paid only to some one in ten of US writers.

Bible fee \$5,000-\$20,000 plus \$1,500 - \$2,000 per episode royalties, plus fee of \$25,000 on foreign sales.

There is a considerable momentum towards standardising payments and rights throughout Europe. This is aided and supported by the EC's MEDIA-funded body: Cartoon, the European Association of Animation Film. Within the USA, animation writers are still trying to gain recognition, representation and royalties from more than just the few shows that offer it. Writers on some prime-time animation shows in the USA are now receiving residuals.

*Writers are strongly advised to seek professional advice before signing any contract.*

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