

Good Practice Guidelines for Children's Animation Writers

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Guidelines for Writers in Animation

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1. Introduction

The following represents a guide to good practice for animation writers, producers and broadcasters working in all formats of animation.

This is the 2014 edition of the Writers' Guild guidelines, which were first produced in 2000 following consultation with animation writers and producers.

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

2. Development Work

In animation, a writer asked to develop a show (even if they are adapting from something else) is helping to create that show, and should be compensated accordingly.

Development is usually funded, therefore payment for work in the development stages of a project should always be made to the writer.

The writer should be given first option to write a minimum number of scripts on the series if it is commissioned.

Intellectual Property (IP)/ The Idea – the initial idea on which the show is based can take the form of a published book, a pitch document, a mood board, picture etc. This may come from the producer, or the writer may create it themselves.

Bible (a.k.a show bible/pitch bible/mini bible/sales bible) - This 5-20 page document is generally used to secure financing for the project. Creating it involves considerable work by an experienced writer and should be paid accordingly.

The bible includes characters and their relationships, settings, world, themes and overall tone which define an animation series. Note: If story spring-boards, story outlines, thumbnails and/or scripts are to be included within the bible, an additional fee is payable.

Some shows are sold based on a shorter document (pitch document) ideally no longer than two sides of A4 paper. A lot of thought and experience may have gone into this document and this too attracts a fee.

If a writer is asked to produce a script for a short promotional trailer or additional sales material, this is a separate document and should be paid pro rata (see section 11).

Writers' Bible - Once finance is secured, the head or lead writer should produce a writers' bible to brief writers and ensure continuity. This sets out in detail the parameters of the world, character descriptions, story structure, etc. It may also include illustrations showing set design, locations, character line-up and synopses of existing and future episodes.

When producers commission scripts and storylines from writers they should always give them a writers' bible. Otherwise the writer is working in the dark and it is a false economy for both writer and producer.

It is becoming more common for producers to hire freelance head writers. A head writer is credited on each episode. They can rewrite an episode, polish work, write editorial direction, write template episodes and act as a script editor. Head writers' contracts should not be subject to approval as this could result in writers not being paid for work undertaken as a head writer. Head writer fees are normally negotiated by an agent.

3. Deferred & 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 an agreed share of profits. However, this is the least favoured option for writers as there is no guarantee of any payment.

Deferred payment means that the writer is becoming a partner in the production and should take professional advice before undertaking any work, from an agent or a media lawyer specialising in entertainment contracts. Writers can get advice from the Guild office.

4. Original Material – optioning and assignment of original material

In law writers own the copyright in everything original they write until such time as they sell (assign) that copyright for an agreed fee and other terms.

It is good practice for the rights owner to write on all material; the title of the work, the copyright symbol ©, the writer's name and the date, e.g. 'The Adventures of Wibbly Wobbly Worm © 2000 Tracey Smith'.

If writers send unsolicited material to a production company or network, then it is advisable to mark the covering letter or email with "Confidential" that the script is submitted "for consideration, subject to contract" and should stipulate that the material be returned or destroyed if not wanted or if rejected. Copyright in solicited and unsolicited original materials is held by, and remains, with the writer.

If the producer wants to develop a writer's original work she/he should option it first and then develop it with the writer. The terms of the option agreement should include a defined creative role for the Writer in the project and a financial deal which should include but not be limited to a share in the profits from exploitation and a format fee per episode or fee per series produced. It is advisable to negotiate these specific rates in advance.

When the writer licenses or assigns an original work to a producer, this does not automatically include the exploitation of that work in the form of books, toys, clothes, etc. Any right a writer wants to retain — traditionally rights to novelisation, radio and stage, should be explicitly reserved.

Do not enter into any option, license or assignment of any original work without first taking professional advice from the Guild, an agent or a media lawyer. The Guild offers both a contract vetting service and legal advice.

Option of original material - optioning the work should be set out in an option agreement signed by both parties and include an option fee for the writer. The option fee should be a high amount to demonstrate the seriousness of the producer. £1 options should be refused. Once the option fee is paid, the producer has the exclusive right to develop the work and submit it to broadcasters/third parties during the option period, it is important to note that the writer retains the rights to the work during the option period until the option is exercised (see below).

During the option period, the producer has the right to *exercise the option*. By exercising the option the producer will usually acquire assignment of the writer's right in the work, allowing them to produce and exploit the work. The option agreement should contain the basic terms that the writer can expect if the option is exercised, these terms should always include additional payments for the acquisition of rights, further financial conditions e.g script fees and the right for the writer to have subsequent writing work on the project. If the option is exercised then the writer will be contracted under a separate agreement, which will contain the terms negotiated in the option agreement so it is extremely important to get advice before signing an 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 the property, and the status of 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.

It is worth remembering that by giving a producer an option over the work the writer is restricting their own right to develop their work as these rights are held by the producer who also has the right to buy the rights from the writer (by exercising the option).

Prior to entering into any agreement writers should question whether the producer has a background and experience to develop the work. Also if the producer is only prepared to offer a very low or no option fee, are they genuinely committed to develop the work?

"A Beginners Guide To Options" is available from the WGGB office on request.

5. Storylines/Story-springboards

All writers who are invited to a meeting to brainstorm storylines should be paid an attendance fee and guaranteed one script plus agreed expenses.

Writers asked to pitch storylines, either in person or remotely, should be given first refusal to write the scripts based on their storylines. If the original writer is, for example unavailable and the storyline is assigned, the original writer should be paid in full for the storyline and credited on the episode.

If a producer requests more than one revision of a storyline, this indicates an agreement in principle to commission it.

6. Scripts

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' by writing a script for a show, then they do so against Guild policy. If there are special circumstances, the writer is strongly advised never to agree to anything more than 4 pages of script and/or dialogue sample.

If a writer has been hired to write a full script for an agreed fee, then the Guild recommends that they 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). The number of drafts should be agreed from the outset. The full payment is typically 10% for an outline (more for a treatment), 40% on commission of a script, 25% on delivery of the 1st draft and 25% on acceptance. Do not make any further amendments without further payment and agree this in advance.

Acceptance is deemed to mean receiving written or oral acceptance or not receiving written rejection for more than a month.

Deadlines for notes on scripts should be agreed in advance with the production company in the same way as deadlines for delivery of scripts by the writer. Notes should not come willy-nilly from different people — the producer should consolidate them and make them consistent.

Realistic delivery dates should be agreed in advance. Too tight a schedule leads to late delivery or rushed work and can lead to additional time in rewrites.

Script changes often take place at either 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 be paid for attendance plus expenses.

Writers' services should be non-exclusive so that writers are free to work on other projects and for other companies, at all times.

7. Credits

Credits are vital. They indicate the creative input to a show, and impact on the reputation and CV of all parties.

Credits should be agreed in advance from the option agreement stage onwards for creators and agreed at the commissioning stage for episode writers. 'Best endeavours' agreements for credit should never be used.

The producer or script editor or head writer should not give themselves joint script credit unless they have contributed 50% or more of the script. This is not to deny their input, simply to say that they already receive a credit and payment for their services elsewhere, and should not claim that of the writer unless they have written more than 50% of the script.

The writer should have an individual screen credit on each individual episode he/she has written.

The writer's credit should be front, single card the same as and adjacent to the Director and/or Producer credit.

The writer should have a screen credit on all overseas and foreign language sales. International collecting societies require this.

The writer should have a credit on the front outside sleeve of any sell-through DVD or any other product containing the writer's work.

If a book is published based upon a writer's episode, the writer should receive a credit on the title page of the book in the form "Based on an original TV episode by (writer's name)". The producer should advise the writer when this book is published or any foreign translation is published and email her/him a scan of the page containing this credit or should request the publisher so to do. This enables the writer to register the book with Public Lending Right (PLR) in good time to claim 20% of library lending income for that book. PLR payments are only payable to the writer and not to the production company or broadcaster, and the latter have no legal claim to them.

For further information about PLR in the UK and Ireland www.plr.uk.com or call +44 (0)1642 604699.

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 buyout is a one off payment by the producer to the writer purchasing a writing fee, royalty and residuals.

Copyright is an economic commodity and writers deserve a continuing share of future income generated by their work. For this reason buyouts should be resisted.

It is Guild policy that all writers be paid royalties and residuals, however in animation this is generally not current practice in the UK.

VERY IMPORTANT: It should be noted that no Writers' Guild agreements include a total buyout 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

Writers are entitled to register their work with the Authors' Licensing and Collecting Society (ALCS). The payments that result are for the writers only and producers have no claim to any payment.

ALCS
The Writers' House, 13 Haydon Street, London, EC3N 1DB
Phone: 020 7264 5700
Email: alcs@alcs.co.uk

If a writer writes song lyrics as part of an episode, the production company should register the cue sheets with the PRS with the writer's CAE number so that the writer may collect PRS payments.

PRS for Music
Copyright House, 29-33 Berners Street, W1T 3AB
Phone: 020 7580 5544

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.”

It is the writer's responsibility to register with collecting societies and to keep their own credits up to date.

Writers are also advised to register with overseas collecting societies such as SACD (France) where necessary. This is important if the contract is with a foreign production company.

10. Rates

These are the current rates. To offer or accept less undervalues the work of writers and undermines the work of the Guild.

Based on the Guild's extensive research with UK producers, writers and agents current rates are as follows. More experienced, in-demand writers will earn in excess of these rates.

UK	Rates
Bible development fees	from £5000 - £8000+ depending on content
Scripts per minute	£300+
Scripts over 22 mins	rate negotiated on a case-by-case basis
Storylines (1 page)	10% of full script fee.
Beat outlines/treatment (4 – 6 pages)	25% - 33% of full script fee.
Meetings where writers are asked for story ideas	£250+ per day plus expenses

For more detailed information on rates please contact the [Writers' Guild office](#)

11. Late Payment

Late payment terms should be included in the contract. The Guild suggests no more than 28 days. Under UK law, payments later than 30 days attract a late-payment fee of £40-£100 (depending on the amount owed) and interest of 8% plus Bank of England base rate (interest can be calculated on a daily rate). In the EU it is a minimum of €40 plus 8% above ECB. You should state these terms in your invoice. Online sources for further information in the [UK](#) or [EU countries](#)

If a writer is concerned about late payments from a particular client, then the Guild suggests a negotiated penalty clause is included within the contract. Writers Guild of America rules are 5% of the agreed fee for every month payment is overdue.

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Disclaimer

The information and materials contained in these Guidelines are intended as a general guide only. Nothing in these pages constitutes specific advice and the Writers Guild of Great Britain do not accept any responsibility for any loss which may arise from reliance on such information.

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The WGGB advise that you should, where appropriate, always seek expert professional advice from the Writers' Guild of Great Britain or agent member of the Personal Managers Association or a media solicitor.