

# Videogames Industry Guidelines

[www.writersguild.org.uk](http://www.writersguild.org.uk)

## **1. Introduction**

Are you working in the Games industry in the UK? Whatever your role, the Guild has created these guidelines to help both writers and those employing writers within the Games industry. The guidelines are here to empower you and to promote fair, productive working relationships between the industry and the writer.

Every development company, publisher and Games Writer that we know of within the UK will be told about these guidelines, so most should be familiar with them. If not, you can direct them to the version available on the Guild's website.

The guidelines have been written by professional writers who are active and widely credited within the Games industry.

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

## **2. The Games Industry – An Outline**

The Games industry is divided into two parts with a few companies straddling the divide. On one side there are the developers who create the game, on the other are the publishers who promote and distribute it.

In the main, developers are sponsored by publishers and receive funding at key milestones within the games development cycle. Should the publisher decide to terminate funding for a project, the developer often has only a small window to find alternative funding, meaning that a project can be cancelled, or in a worst case scenario, the company can close.

The industry works across a wide variety of platforms ranging from Personal Computers to games consoles (such as PlayStations), social

media to mobile phones and handheld platforms such as the Nintendo DS or iPad. Each of these platforms presents technical and creative challenges Games Writers should be aware of. Knowing these and the differences between gameplay genres i.e. how an MMO (Massively Multi-Player Online) experience varies from a single player Role-Playing Game is vital to a Games Writer as they define everything from scene structure to character choice. It is in the writer's and the industry's best interests for writers to be familiar with the interactive medium when seeking employment in the industry.

### **3. The Role Of The Games Writer**

The role and responsibilities a Games Writer will be given varies with each project. Below are some of the main areas a writer can be engaged in. t The Guild recommends that an appropriate, professional writer is employed at all of these stages.

**THE G.D.D. – GAMES DESIGN DOCUMENT** A games development process begins with the G.D.D., a document that presents an outline of the game: its genre, core game design, market demographic, schedule and so forth. Writers can be involved with the preparation of a G.D.D., to allow narrative input at the earliest possible point and to help the G.D.D. read as well as possible.

**BIBLE - CHARACTER AND WORLD CREATION** Sometimes, in addition to the G.D.D. (or as part of it), a game will have a bible that lays down narrative, world and character information. This bible is often built upon during the development process forming the foundation upon which later work is based. The creative input of the bible's writer must be acknowledged both as a credit and in the relative pay they receive.

The Guild recommends that a project does not go straight to script or narrative breakdown without the creation (or existence) of a bible.

**NARRATIVE DESIGN** This element is divided into narrative development (the game's story, arc, characterisation etc) and technical input into how this narrative will be communicated in the game (e.g. will it use cutscenes, interactive dialogue or other story techniques). A writer (with appropriate skills) should be involved in both elements of this process.

Please note that when a writer is employed in any of the early development stages of a project, the normal basis of employment is for that writer to be given first option to write the in-game script. This point should be noted in the contract between the company and the writer.

**GAME DESIGN** Some games companies will ask the writer to help in elements of the gameplay design. This is particularly true of level design where a writer may be asked to help outline gameplay challenges and rewards.

**MISSION/QUEST DESIGN** Additional writers are often employed to create/outline missions or quests for a game.

**CUTSCENE/FMV DIALOGUE** These are the 'filmic' elements of games. During these sections the player will either have no control, or limited control in the game. Some writers are only employed to write the dialogue in these segments of the game.

**IN-GAME DIALOGUE** This is the dialogue which occurs in the interactive gamespace. It is triggered by the player's actions – walking close to someone, questioning them, needing more ammunition, suffering pain etc. This usually composes the overwhelming percentage of a game's dialogue and may stretch to many tens of thousands of words (depending on the game's genre). Involvement in this process (and others) should begin at the conceptual stage and continue through final implementation.

**LOCALISATION** When a game has been developed in a non-English speaking country then the game will need to be localised. In such a case the company will provide a translated copy of the text to the writer who will then edit and polish the material so that it better suits the English speaking markets.

Sometimes, this can be as small as a dialogue pass, on other occasions it requires the characters, or story to be partially (or totally) redesigned. The company and writer will assess the material together and agree what level of work will be carried out and then set a fee accordingly.

**ORIGINAL MATERIAL** The writer owns the copyright in everything original they write until such time as they assign that copyright for an agreed fee.

To protect themselves until the copyright has been transferred, writers should make it a practice to write their name along with copyright or © and the date on all materials, e.g. 'Audio the Hedgehog' © 2006 Jon Smith'.

When unsolicited material is sent to a company, or an individual, it is done so on the understanding that these materials are sent without obligation to use, or be considered. The copyright in solicited and unsolicited original materials remains with the writer, along with the format rights until an agreement is reached. Please note that verbal agreements can be enforced so long as they can be proved (e.g. supported by written evidence).

When a writer submits material they should include "Confidential – for review by addressee, not to be communicated to a third party without the owner's permission" on the front sheet.

It is extremely rare for games companies to accept, or solicit original concepts from external sources. In the exceptional cases where this does occur, few games companies pay royalties based upon sales,

instead agreements tend to be on the basis of a 'universal buyout'. Where buyouts are made they should reflect the work done by the writer and the loss of the rights they are accorded in parallel entertainment media.

**NB** The Guild does not endorse the practice of universal buyouts and advises writers to seek other contractual models.

The Guild recommends that writers 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.

**MANUALS** This is a booklet/file which explains how to play the game.

**VOICE SESSIONS** It is common for writers to be involved in the voice recording process from casting to recording to provide continuity and narrative oversight throughout the narrative process.

**MARKETING** Writers will often be asked to provide copywriting skills for a game this role can include things such as press releases, game packaging blurb and websites.

**FURTHER FICTION** Some games spawn books, comics or other media. In many cases writers who worked on a game and are familiar with the world narrative will be approached to create this secondary fiction. Downloadable Content (DLC) that extends a game often requires Games Writers to expand the game's fiction along with it.

## **4. Employment Models**

There are two main ways in which writers are employed.

**IN-HOUSE** Some writers are employed on a games company's payroll . This can mean that they are working on a number of projects, or in-house for the life of one particular game.

**FREELANCE** Where a writer is freelance the games company should acknowledge that they do not own the writer's time and so set their development schedules accordingly.

Where a writer is asked to work solely on one project, their pay rates should be adjusted upwards to match this lack of flexibility.

## **5. Agents and Outsourcing Companies**

There are a number of ways companies can locate writers, including by contacting the Guild. At the time of writing only a handful of agents are active in the games industry and many games companies seek other routes to find experienced Games Writers.

**OUTSOURCE COMPANIES** A number of outsource companies offer a point of contact between games companies and writers.

## **6. Selecting Writers**

A Producer seeking to establish the suitability of a writer should NEVER ask for a full speculative sample script. Writers producing speculative work are strongly advised never to agree to anything more than 4 pages of script and this work should be paid for. The company should note that all such material remains the property of the writer until such time as they agree to the terms of an agreement detailing the rights acquired by the company and remuneration for the work. This point should be stipulated in any agreements reached between the writer and the company.

**MEETINGS AND STORY IDEAS** Writers who are invited to brainstorm ideas, storylines and design idea should receive a day rate for this work and suitable payment for the use of their ideas.

If a writer is asked to pitch story ideas then either a fee or a guarantee to complete *X* amount of work on the final game for an agreed fee should be settled in advance. When pitching material it is essential writers keep a written record of the material pitched (including verbal pitches and meetings) for future reference. The writer should have first refusal to write the scripts based on their pitches. If another writer is assigned to a pitch, the originator should be paid for the use of their work.

## 7. The Script

If a writer is hired to write a full script for an agreed fee, then the Guild recommends that the writer is 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). A writer should not make any further amendments without additional payment. This should be agreed in advance.

Note: The Guild defines 'Acceptance' either a stated written acceptance, verbal acceptance, or not hearing back for more than a month or production commencing on the writer's work.

## 8. Rates

Based on the Guild's extensive research with UK Producers, Writers and companies, these are the average ranges of current rates (including buy-outs) being paid within the industry. More experienced, in-demand writers will earn in excess of these rate-bands.

Localisation/editing	£300.00-£350 per day
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/Copy writing	
Narrative/dialogue work	£350.00-£450 per day
Original Material	£450.00+ per day

Where the project timescale is short, but the writer's work significant i.e. character and story creation, on a 4 day project, then fees should be adjusted upwards.

## DEFINITIONS

**LOCALISATION/EDITING /COPY WRITING** This is work which does not require a substantial re-write, simply a polish of pre-translated material.

**NARRATIVE/DIALOGUE WORK** Original work set out by the I.P. holder.

**ORIGINAL MATERIAL** This is work involved in the creation of original I.P. (Intellectual Property). The premium rate is set to include the intellectual rights of the writer.

## 9. Payment

**PAYMENT TERMS** Every writer's contract should include payment terms. If these are missing, the writer is within their rights to insist these be added. Payment terms should set out the milestones that trigger payment. Once these milestones have been reached then the writer should be paid **within** 28 days of submission of the writer's invoice. This should be stated within the writer's contract and on the writer's invoice. When setting payment milestones writers should be conscious that some projects are not completed and so reject terms which set this as a milestone definition.

**LATE PAYMENT** The Guild suggests that writers negotiate a penalty clause within their contract which covers late payment. Writers' Guild of America rules set a figure of an additional 5% of the agreed fee for every month payment is overdue.

**CONDITIONAL PAYMENT** It is acknowledged that there is risk for the Developer at all stages of production, and nothing is certain until the game is picked up by a publisher. Although Writers' Guild and Federation of Entertainment Unions' policy is to oppose deferred, or conditional payments, it is possible for writers to share the Developer's risk at the early stages of development of a project by accepting conditional payment. At this point the writer is becoming a partner in the production and should take professional advice from the Guild, an agent, or possibly a solicitor specialising in entertainment contracts. Please note that at the absolute latest, payment should begin as soon as the developer receives funding from a publisher. Writers are advised to avoid conditional payment agreements.

**EXPENSES** The writer should be paid their daily rate plus travel/accommodation expenses should they be required to attend a meeting relating to the game and a per diem if remaining onsite during development.

## **10. Royalties, Residuals and Collecting Societies**

Currently, royalties or residuals as part of a writer's contract are much less common in the games industry than in other media. However, with the continued employment of film and television writers, where royalties and residuals are the norm, this payment model is present in certain contracts.

In cases where this happens the general agreement is to base the calculations of such royalties and residuals upon the gross profit once the game's development costs have been recouped by the developer.

**VERY IMPORTANT:** It should be noted that no Writers' Guild agreements include a total buy-out provision, and it is hoped that the practice of denying Writers such fees will be addressed, bringing games into line with good practice in parallel entertainment industries.

**COLLECTING AGENCIES** At the time of publication, no writers collecting agencies are working within the Games industry in the UK.

## **11. Credits**

There is no standard form of credit, nor a standard style of how credits are presented. In general, credits will appear in one (or all) of three places - In the games manual, in a set of scrolling credits presented once the game is completed, or in a list accessible through one of the main menus. Wherever, or however the credits appear, the writer should be properly and individually credited for their contribution to the dialogue, story and design of the game.

**JOINT CREDITS** Where several people have been involved in the creation of the story, but the bulk of the work has been done by the writer then the writer should receive a separate story/dialogue credit, or preferential billing above the other contributors. The credit, style of credit and positioning should all be specified in the writer's contract and should be no less favourable than all other contributors.

Where the writer's work (story, design/or dialogue) is directly used, or forms the basis of the script (prior to translation) in foreign territories then the writer should be credited for their work in any localised version of the game.

Other members of the design, or the production team should not take joint script credit unless they have contributed 50% or more of the script. This is the same for story input. Where there has been significant input from more than one source then these should be credited separately as 'additional story ideas'.

**TRANSLATION/LOCALISATION** Where the writer's work is translated and the Game sold abroad, then the Writer should have a credit on all overseas and foreign language sales. Where the writer is translating, or localising the script then they should be credited as translator, or as 'English script *by*'.

## 12. Schedules of Employment

**LENGTH OF EMPLOYMENT** The length of employment with start and end dates and appropriate milestones should be set out in the writer's contract. Should these then vary from the contracted dates appropriate recompense should be paid to the writer.

**NOTES AND REDRAFTING** Turnaround times for notes on scripts should be agreed in advance with the production company. The Guild recommends that the writer make note of all the dates upon which they submit work.

No matter how much a writer wants the job, they shouldn't promise the moon, nor the Games company ask it of them! Agree realistic delivery dates in advance. Too tight a schedule leads to late delivery, or rushed work, meaning additional time in re-writes and an unhappy writer and client.

**READ-THROUGH/RECORDING** Script changes often take place at either the read-through, or recording stages. It is to the Producer's benefit to consult the writer and/or have the writer present, subject to availability. When present they should be paid their daily rate plus expenses.

**ISSUE OF CONTRACT** A contract should be issued before the writer begins work on the project.

### **13. Complimentary Copies**

It is normal for the writer to receive at least two copies of the completed game as soon as the game is published. The writer should also receive a copy of each conversion, or port of the game as long as the writer has completed at least 50% of the converted script. This means that should the game be ported from the PlayStation 3 to the X-Box 360 then the writer should receive a copy of both the PlayStation and the X-Box versions of the game.

### **14. Equipment**

The writer will be expected to have their own reasonable specification computer and access to a fast internet connection. This is because a lot of work will be done via email and the writer will often have to download, or upload large files.

Writers are not expected to have access to every console or game platform. Where the employer requires the writer to play, or test elements of the game then they should provide the writer with the necessary software, hardware and technical support free of charge for the duration of the contract.

### **15. Pension**

The Guild offers writers and employers a pension scheme. This pension scheme forms part of agreements with other entertainment industry. Writers are advised to add this pension to their Games contracts. The Writers' Guild of Great Britain Pension Scheme ("WGGB Pension Scheme"), allows a member of the scheme to direct 5% of the Fee (subject to a specified maximum) to be set aside from the payments to the writer. This amount will be paid into the specified Scheme for the writer's benefit. In addition, the games company can

then also contribute a further amount equal to 7.5% of the Fee (subject to a specified maximum) into the Scheme.

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

### **DISCLAIMER**

The information and materials contained in these Guidelines and accompanying documents are intended as a general guide only. Nothing in these pages constitutes specific advice and the WGGB does not accept any responsibility for any loss which may arise from reliance on such information/materials. No guarantee is given as to the accuracy and/or completeness of the information/materials contained in these pages and the WGGB does not warrant that these Guidelines or their contents or the website on which they appear or any hypertext links are virus free or uncontaminated. The WGGB advises that you should, where appropriate, always seek expert professional advice from the WGGB or agent member of the PMA or solicitor.

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