

# PACT agreement

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# **MINIMUM TERMS AGREEMENT**

**Between**

**The Writers' Guild of Great Britain  
(Incorporating The Theatre Writers' Union)**

*and*

**The Producers' Alliance of  
Cinema and Television**

**Effective from 3<sup>rd</sup> February 1992**

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## ***Signatories***

# Agreement between the Writers' Guild of Great Britain and Producers Alliance for Cinema & Television

## PREAMBLE

1. This Agreement effective from 3 February 1992 together with its attached Schedule effective from 1 October 1990 and Appendices made on 3 February 1992 sets out the minimum terms and conditions to be observed in contracts entered into between on the one part by Members (hereinafter called the Associates) of Producers Alliance for Cinema & Television of Gordon House, 10 Greencoat Place, London, SW1P 1PH (hereinafter together called the Association) and on the other part by the Writers Guild of Great Britain of 430 Edgware Road, London W2 (hereinafter called the Guild) for the writing of:-
  - i) Feature Films with a budget in excess of £2 Million
  - ii) A) Feature Films with a budget between £750,000 and £2 Million  
B) Television Films budgeted at £750,000 and above
  - iii) Films with a budget below £750,000
  - iv) Television Series and Serials with format provided other than by the Writer.

All the above categories of production may be made on film or on tape.

2. This Agreement shall apply only to productions which are made with live actors and shall not apply to Writers contracted outside the United Kingdom.
3. The terms and conditions set out in this Agreement and the attached Schedule shall not apply to other categories of writing other than for productions for the cinema, free television, pay television and videogram.
4. This Agreement shall not cover long-term or staff contracts, script editing services or special and additional dialogue.

## DURATION AND TERMINATION

5. This Agreement shall continue until 1 October 1993 after which it may be terminated by either party giving six months notice. Subject to three months notice either party may seek amendment/revisions to any of the Clauses in the Agreement but such notice shall not take effect before the proposed amendments have been submitted in writing.

## DEFINITIONS

6. In this Agreement the following terms and expressions shall have the following meaning unless the context otherwise requires:-

i) Writer

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

ii) Treatment (See also Notes to Schedule)

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

iii) First Draft

The first draft shall mean the full development of the treatment or in its absence a definition in terms of visual action and dialogue suitable as a production for cinema and/or television exhibition.

iv) Second Draft

The second complete draft of the screenplay as requested by the Associate, which if accepted, shall become the script as next defined.

v) Principal Photography Script

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

vi) Television Series and Serials

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

vii) Theatrical Distribution

Release in any cinemas throughout the world.

viii) Free Television

Dissemination by any means through state or commercially owned corporations or companies which does not require payment by the viewer for the programme service or payment only for a state or similar broadcasting licence.

ix) Pay Television

Pay television shall be deemed to mean those systems for which the subscriber pays directly for each programme or for a defined service. It shall not include basic cable where this is used for relay purposes in free television.

x) Videogram

A videogram shall be deemed to mean any form of videodisc or cassette offered for sale or rental to the general public for viewing in the home.

xi) Non-theatric Use

The initial payment for either cinema or television use shall cover non-theatric use throughout the world.

**PAYMENTS (effective from 1 October 1990)**

7. Payments set out in the attached Schedule are the minima for the respective stages. All payments for uses are at scale in section One and Two of the Schedule.
8. The Schedule sets out notes relating to times of payments and other related matters which all form part of this Agreement.
9. Payments shall be settled by individual negotiation subject to the minima set out in the Schedule.
10. Where more than one writer is credited with the principal photography script the appropriate use payments shall be divided as agreed and in the event of disagreement this shall be referred to the disputes procedure set out in Clauses 18-24 below.

**CONTRACTS**

11. Contracts shall be made on the model form of engagement as set out in Appendix C and D.

**GUILD MEMBERSHIP**

12. The Association hereby undertakes to recognise the Guild as the exclusive representative for the purpose of collective bargaining for all Writers engaged by the Associates for the purpose of preparing work for the categories of production stated in Clause 1 of this agreement.
13. The Guild hereby undertakes to remain an independent and "open" Union.
14. Associates will inform the Guild whenever they have engaged a Writer under the terms of this Agreement and will give the Writer's name.

**UNDERTAKINGS BY WRITERS**

15. Every Writer who is engaged by an Associate and has signed the model form of engagement shall thereby undertake and agree:-
  - i) to attend meetings and conferences at the Associate's offices or studios or elsewhere as the Associate may reasonably require for the planning and preparation

of the production in respect of the work for which the services of the Writer have been engaged ("the work") and for instruction and consultations connected therewith. In all cases, the writer shall receive a daily allowance of £75 for each day of attendance on which the writer is specifically requested to do so by the company after acceptance of the final draft of the script.

- ii) to carry out adequate research and preparation for the work and generally render services conscientiously and to the best of his/her skill and ability.
- iii) to write the Treatment, First Draft, Second Draft and Principal Photography Script of the work, as requested by the Associate, and to deliver each of them on the dates specified in the model form of engagement. In this respect time shall be of the essence in issuing the contract.
- iv) make incidental and minor revisions as the Associate shall reasonably require to any work with due dispatch
- v) when delivering a First Draft, Second Draft and Principal Photography Script to deliver at the Writer's expense one clearly typed copy of each

16. Undertakings by the Associate

- i) The Writer or the Writer's nominated representative shall be notified of the date, time and venue of the showing of the "rough cut" of the production of the Writer's work, and shall be invited to attend.
- ii) The Associate agrees to inform the Writer of the final Screen Title of the production should the title as stipulated in the contract be changed.

17. Every Writer who is engaged by an Associate shall warrant that:-

- i) the Writer is free to accept this engagement and has no commitments and will not make or accept any commitments which shall prevent the full rendering of services required to the Associate in accordance with the terms hereof
- ii) the Writer will not incur any liabilities on behalf of the Associate nor pledge the Associate's credit
- iii) the Writer is a qualified person within the meaning of the Copyright Designs and Patents Act 1988
- iv) the Writer will render all services wheresoever required and collaborate with any person nominated by the Associate diligently and to the best of the Writer's skill and ability and in accordance with the general requirements of the Associate.
- v) except in so far as the work commissioned hereunder may incorporate material or ideas supplied for that by the Associate all material written by the Writer pursuant to the engagement will be original in the Writer and will not infringe the copyright or any other right of any person, firm or company and will not (to the best of the Writer's knowledge and belief) contain any matter defamatory of any person, firm or company if published in any form and in so far as the material is supplied by the Associate the Associate will indemnify the Writer against any loss he/she might otherwise suffer
- vi) the Writer will not divulge any information of any nature or kind relating to the production or furnish any statement or announcement relating to any other work or other matter connected with the production

- vii) the Writer will comply with all regulations in force at any studios or other place where services are rendered.

## **DISPUTES PROCEDURE**

18. Any matter of dispute arising from the operation and interpretation of this Agreement shall be referred to a Standing Joint Committee consisting of not more than three representatives of the Guild and three representatives of the Association not involved in or who could stand directly to benefit from the dispute in any way.
19. The joint secretaries to this committee shall be the General Secretary of the Guild (or a nominated deputy) and the Head of Industrial Relations of the Association (or a nominated deputy). Either may summon a meeting of the committee which shall normally take place within 72 hours (excluding Saturdays, Sundays and Declared Holidays).
20. The chair of the committee shall be taken alternately at each meeting by a representative of the Guild and a representative of the Association who shall not have a vote.
21. In the event that the Standing Joint Committee reaches an agreed decision on any issue this shall constitute a settlement to be accepted by the parties.
22. In the event that the Standing Joint Committee fails to agree on any issue then a further meeting of the Committee shall be called where the chair is taken by an independent person with power to settle the matter. The decision of the independent person taking the chair shall be final and binding upon both sides. In deciding on an independent person to take the chair the joint secretaries may consult the Advisory, Conciliation and Arbitration Service (ACAS).
23. Pending the completion of the procedure set out above no stoppage of work shall take place or be authorised.
24. Nothing in this Clause shall in any way affect or restrict the rights of the Associate or a Writer to apply to the Courts for Equitable Relief.

## **RIGHTS**

25. Full copyright in the work for which the Writer is engaged shall vest in and be the sole property of the Associate for all media.
26. In the event of any Writer's work being used wholly or partly in any book, journal, or other publication, the Associate and the Writer shall negotiate terms for such uses as may be utilised as required.
27. When the layout or format of a production is contributed by a Writer such Writer may have an interest in merchandising. The extent of the interest or any financial participation arising from it shall be the subject of mutual agreement between the Writer and the Associate.
28. The Writer shall have the right to buy back an original script on payment of 50 per cent of sums received if principal photography has not begun within two years of delivery of the last material for which the Writer had been commissioned. Where the script has not progressed beyond the first draft and/or another writer has been engaged any second or subsequent writer would not benefit under the provisions of this clause.

29. The Associate shall be entitled to assign the benefit of the model form of engagement and all rights or any part thereof in the work written pursuant thereto but shall not be relieved of any of its obligations to the Writer thereunder, and the writer or agent should be informed.

30. TRAVEL AND SUBSISTENCE

(a) United Kingdom

Where a Writer is required by the Associate under the terms of the model form of engagement to travel more than 30 miles from the Writer's normal place of work, the Associate shall provide or reimburse promptly the costs of travel and all additional expenses necessarily incurred by the Writer in connection with the rendering of the Writer's services, providing such additional expenses are authorised, in advance, by the Associate.

(b) Overseas Locations

- (i) Where a Writer is required to travel by air the Associates shall only make bookings on, either, an airline operating scheduled passenger services, or on charter flights having safety standards acceptable to the British Civil Aviation Authorities;
- (ii) When travelling by air to any overseas location where the scheduled flight time exceeds four hours, then club or similar class of travel shall be provided if available, unless the Writer is transported by chartered aircraft.

(c) Subsistence

When a Writer cannot reasonably return to their normal place of work, the Associate shall, at its expense, provide the Writer with reasonable living accommodation, including board, at or near the designated place(s) of work in connection with the rendering of the Writer's services.

(d) Insurance

If a Writer is expressly required by the Associate to travel by air providing the Associate has prior advice of the flight the Associate will take out or pay for an insurance policy against the risk of personal injury or death suffered by the Writer in the course of such air travel according to the current insurance provisions prevailing with all recognised trade unions within the industry.

**ILLNESS OR INJURY**

31. If on account of illness or injury or other mental or physical incapacity a Writer fails to deliver any work on the date specified in the model form of engagement and further fails to do so within the next 14 days thereafter the Associate shall not be bound to accept the work or pay the fees for it. In the event of a Writer who has been commissioned by the Associate to write more than one Principal Photography Script and in the reasonable opinion of the Associate being prevented by illness, injury or any other mental or physical incapacity from fulfilling the commission the Associate may be entitled to require an independent medical examination, and thereafter, if this opinion is confirmed the Associate shall be entitled by written notice to the Writer to terminate the engagement and limit its obligations to payment for work delivered.

**SCREEN CREDITS**

32. A Writer who is engaged by an Associate under the terms of this Agreement shall be accorded such credit as he/she is entitled to under the terms of the Screen Credits Agreement made in 1974 between the Writers Guild and the then BFPA (or as subsequently amended).

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

#### 34. COLLECTING SOCIETIES

The Associate will lay no claim to any monies payable to the Writer via foreign and/or domestic collecting societies in respect of works covered by this agreement. The Writer shall have no claim to payment by the Company in respect of rights collectively licensed.

The Writer will make no claim against the Associate in any circumstances whatsoever whether for payment or otherwise which shall arise out of any failure by the Writer or the Writers' Guild or the Authors Licensing and Collecting Society to enter into any agreement with foreign and/or domestic collecting societies, or any failure on the part of such society to make payment to the Writer.

#### 35. PASSING OF COPYRIGHT

Copyright in products of the Writer's services shall pass to the Associate as payment is made for that stage in respect of which the services were rendered. Any payments to be made by the Associate after it has made the last payment for the actual services rendered and material delivered by the Writer in accordance with Appendix B shall be simple debts due from the Associate (or its assignees) to the Writer and shall confer no greater rights on the Writer. The preceding sentence applies to all payments to be made on or after principal photography and to all use fees.

#### 36. VIDEOTAPE

On completion, the Associate shall provide a domestic copy of the production to the Writer.

## **APPENDIX A**

### **CONTRIBUTORY PENSION SCHEME FOR WRITERS IN MEMBERSHIP OF THE WRITERS GUILD**

#### **1. *General***

This Appendix sets forth the contributions payable by Associates and Writers to the Writer's Guild Retirement Benefits Scheme (hereinafter referred to as the Pension Scheme) in respect of scripts commissioned under the provisions of this Agreement. The provisions of this Appendix shall apply to all Writers in membership of the Guild. It is nevertheless agreed that Associates shall not be prohibited from engaging Writers, who are not in membership of the Pension Scheme.

#### **2. *Date of Commencement***

The Pension Scheme outlined herein shall continue for the whole period of time of the validity of the PACT/ Writers Guild Agreement dated 3 February 1992 and thereafter until six months notice in writing is given by either party to the other.

#### **3. *Contributions to the Pension Scheme***

- (a) The Associate's contribution shall be of an amount equal to six per cent of the contracted payment made to the writer, subject to a maximum contribution equal to six per cent of the appropriate minimum payment specified for the script in the Schedule to the Agreement excluding the additional use prepayment where applicable.
- (b) The Writer's contribution shall be of an amount equal to four per cent of the contracted payment, subject to a maximum contribution equal to four per cent of the appropriate minimum payment specified in the Schedule to the Agreement excluding the additional use prepayment where applicable.
- (c) For the purposes of this Appendix the contracted payment shall be the appropriate minimum payment made to the Writer. There shall be no contributions to the Pension Scheme in respect of other payments made for other uses including the additional use pre-payment where applicable.

**4. *Deduction of Contributions***

- (a) For each installment of the total contracted payment made to the Writer in respect of a script, both the Associate and the Writer shall make a contribution to the Pension Scheme. This contribution shall bear the same proportion to the total contribution payable in respect of the script as the installment bears to the total contracted payment for the script.
- (b) The Writer's contribution to the Pension Scheme shall be deducted directly from the appropriate payment due and a record kept of each such contribution and the corresponding Associate's contribution. A copy of the record shall then be forwarded to the Guild by each Associate at quarterly intervals, together with a remittance equal to the combined amount of the Associate's and the Writer's contributions over the preceding quarter.
- (c) Each Writer individually shall authorise the direct deduction of a contribution from the contracted payment by means of the approved Form of Authorisation set out in Clause 5 herein. The Form of Authorisation shall form a part of the contract between the Associate and the Writer.

**5. *Clause to be Included in Contracts***

The Associate is hereby authorised to make direct payment(s) for the Writer's credits to the Writer's Guild Pension Fund by withholding the appropriate percentage of the writing fee(s) and adding thereto the appropriate Associate pension contribution(s) on behalf of the Guild Member as are at present laid down under the agreement between the Association and the Writers' Guild of Great Britain.

## **APPENDIX B**

### **PACT AND WRITERS GUILD**

#### **SCHEDULE OF MINIMUM FEES AND USE PAYMENTS**

to date from 1 October 1990

#### **SECTION 1: FEATURE FILMS BUDGETED AT £2 MILLION AND OVER**

##### ***Treatment***

Commencement Payment	2,500
Acceptance Payment	1,500

##### ***First Draft***

Commencement Payment	4,800
Delivery Payment	4,800

##### ***Second Draft***

Commencement Payment	2,400
Delivery Payment	2,400

Principal photography payment	4,800
Total minimum Payment	23,200
Additional Use Pre-Payment	8,000
Total Guaranteed Payment	31,200

The Total Minimum Payment buys all rights except those listed below. The Additional Use Pre-payment is an advance against the payments listed below.

### ***Payments for Uses***

*UK TV: £2,000 per transmission limited to 7 years and subject to a minimum payment of	6,000
US Network TV Prime Time	13,000
US Network TV Non-prime Time	2,000
PBS	1,500
US other TV	1,500
Rest of the World Free TV	6,000
US Major Pay TV	5,500
Other US and Rest of the World Pay TV	2,000
Video	3,000

\*UK TV rights shall include the right to simultaneous European Cable television transmission.

#### **NOTES:-**

- 1) All the above use fees are at scale (i.e. the minimum always applies).
- 2) Treatment & Draft should be delivered within the time agreed and the producer should have 30 days to accept and request any revisions. Such revisions should be completed within 14 days and the producer should signify acceptance or rejection within a further 14 day period.
- 3) Acceptance of treatment means that the producer is satisfied that the treatment and/or any necessary revisions have been completed to requirements.
- 4) Rejection of treatment:-
  - i) where the writer has supplied an original treatment rejection of it means that the rights therein remain with and vest in the writer. The only payment to be made is for commencement

- ii) where the writer has supplied a treatment based on an idea or format provided by the producer all rights remain with and vest in the producer. The payments to be made are for both commencement and acceptance.
- 5) If no treatment is required the full appropriate payment including that for a treatment will be made in the following way. The commencement payment for the treatment shall be added to the first draft commencement payment and the treatment acceptance payment will be added to the first draft delivery payment.
- 6) Payments at all the stages from treatment to completion set out above are negotiable above the minimum and copyright only passes to the producer at each stage of payment as and when these occur.
- 7) Cut-offs apply at each stage from treatment to completion. If a writer has delivered at all stages then the principal photography payment shall apply as and when due.
- 8) The Additional Use Pre-payment is an advance against use payments and can be used to acquire rights, either singly or in combination, in the subsequent use of the production. The Additional Use Payment will not form a part of the appropriate minimum payment made to the Writer for the purpose of calculating contributions to the Pension Scheme.
- 9) UK Television Use  

Once UK television uses purchased over a period of seven years from the date of first transmission have elapsed each further transmission on UK television may be purchased by payment of 20 per cent of the current scale fee for that use.
- 10) Disagreements arising on the above would be dealt with through the disputes procedure.

**SECTION 2:**

**A FEATURE FILMS BUDGETED AT £750,000 UP TO £2 MILLION**

**B TELEVISION FILMS BUDGETED AT £750,000 AND ABOVE AND NOT SUBJECT TO ANY BUDGET CEILING**

Note:- The figures set out below refer to television productions of 90 minutes duration. For television productions of more or less than 90 minutes the script fee shall be pro-rated.

***Treatment***

Commencement Payment	1,000
Acceptance Payment	1,000

***First Draft***

Commencement Payment	3,500
Delivery Payment	3,500

***Second Draft***

Commencement Payment	1,200
Delivery Payment	1,200
Principal Photography Payment	2,600
Total Minimum Payment	14,000
Additional Use Pre-Payment	5,000
Total Guaranteed payment	19,000

***Payment for Uses***

The producer opts before the first day of principal photography to take within the total minimum payment

***Either***

a) Worldwide theatrical rights  
o r

b) Two UK network TV transmissions and a limited theatrical release in the UK over a period of three months in not more than ten cinemas which shall not be all in the

same circuit. This limited theatrical release may take place within a period commencing nine months before the first television transmission in the UK and terminating three months after.

Subject to the option as above, the total minimum payment buys all rights except those listed below. The Additional Use Pre-Payment is an advance against the payments listed below.

a) If the theatrical rights are taken:

UK TV £1,250 per transmission, limited to  
seven years, and a minimum payment of: 3,750

b) If two UK television transmissions are taken: Additional UK Television transmission within

7 years, per transmission: 2,000

UK (Full) theatrical	subject to negotiation
US theatrical	subject to negotiation
Rest of the World theatrical	1,200

.....

Whatever the option taken up either a) or b) the following residuals will apply thereafter:

US Network TV Primetime	9,750
US Network TV Non-Primetime	1,800
PBS	1,000
US Other TV	1,000
Rest of World Free TV	2,500
US Major Pay TV	2,750
US and Rest of World Pay TV	1,250
Videogram Use	1,200

\*UK TV rights shall include the right to simultaneous European Cable transmission.

**NOTES:-**

1) All the above use fees are at scale (i.e. the minimum always applies).

Television Films The figures set out above refer to productions on film or tape of 90 minutes duration. For productions of more or less than 90 minutes the script fee shall be pro-rated appropriately.

- 2) Treatment & Draft should be delivered within the time agreed and the producer should have 30 days to accept and request any revisions. Such revisions should be completed within 14 days and the producer should signify acceptance or rejection within a further 14 day period.
- 3) Acceptance of treatment means that the producer is satisfied that the treatment and/or any necessary revisions have been completed to requirements.
- 4) Rejection of treatment:-
  - i) where the writer has supplied an original treatment rejection of it means that the rights therein remain with and vest in the writer. The only payment to be made is for commencement.
  - ii) where the writer has supplied a treatment based on an idea or format provided by the producer all rights remain with and vest in the producer. The payments to be made are for both commencement and acceptance.
- 5) If no treatment is required the full appropriate payment including that for a treatment will be made in the following way. The commencement payment for the treatment shall be added to the first draft commencement payment and the treatment acceptance payment will be added to the first draft delivery payment.
- 6) Payments at all the stages from treatment to completion set out above are negotiable above the minimum and copyright only passes to the producer at each stage of payment as and when these occur.
- 7) Cut-offs apply at each stage from treatment to completion. If a writer has delivered at all stages then the principal photography payment shall apply as and when due.
- 8) The Additional Use Pre-Payment is an advance against use payments and can be used to acquire rights, either singly or in combination, in the subsequent use of the production. The Additional Use Payment will not form a part of the appropriate minimum payment made to the Writer for the purpose of calculating contributions to the Pension Scheme.
- 9) UK Television Use

Once UK television uses purchased over a period of seven years from the date of first transmission have elapsed each further transmission on UK television may be purchased by payment of 20 per cent of the current scale fee for that use.

- 10) Disagreements arising on the above would be dealt with through the disputes procedure.
- 11) Category of Production

On the first day of principal photography of a Feature Film the Associate shall submit to the writer or to the writer's agent a certified statement of the budget as approved by the financier(s). In the event that it is in excess of the budget limit in the

commissioning category the appropriate additional payment shall fall due, and use fees shall be adjusted accordingly.

**SECTION 3: FILMS BUDGETED BELOW £750,000**

The terms for films in this category to be exactly the same as for films budgeted at £750,000 and up to £2 million, except that the Producer is not required to make the £5,000 advance payment against additional uses. The Total Guaranteed Fee is therefore the same as the Total Minimum Payment of £14,000, for the fee the Producer opts, before the first day of principal photography, to take either worldwide theatrical rights or two UK network television transmission.\*

Treatment	
Commencement Payment	1,000
Acceptance Payment	1,000
First Draft	
Commencement Payment	3,500
Delivery Payment	3,500
Second Draft	
Commencement Payment	1,200
Delivery Payment	1,200
<u>Principal Photography Payment</u>	2,600
<u>Total Minimum Payment</u>	14,000
<u>Total Guaranteed Payment</u>	14,000

Payment for Uses

The producer opts before the first day of principal photography to take within the total minimum payment, either worldwide theatrical rights or two UK network TV transmissions. Subject to that option the total minimum payment buys all rights except those listed below.

If the theatrical rights are taken:

UK TV £1,250 per transmissions, limited

to seven years, and a minimum payment of: 3,750

If two UK Television transmissions are taken:

Additional UK television transmission within

7 years, per transmission: 2,000

UK theatrical	subject to negotiation
US theatrical	subject to negotiation
Rest of the World theatrical	1,200

Whatever the option taken up the following residuals will apply thereafter:

US Network TV Primetime	9,750
US Network TV Non-Primetime	1,800
PBS	1,000
US Other TV	1,000
Rest of World Free TV	2,500
US Major Pay TV	2,750
US and Rest of World Pay TV	1,250
Videogram Use	1,200

\*UK TV rights shall include the right to simultaneous European Cable transmission.

**NOTES:-**

- 1) All the above use fees are at scale (i.e. the minimum always applies).
- 2) Treatment & Draft should be delivered within the time agreed and the producer should have 30 days to accept and request any revisions. Such, revisions should be completed within 14 days and the producer should signify acceptance or rejection within a further 14 day period.
- 3) Acceptance of treatment means that the producer is satisfied that the treatment and/or any necessary revisions have been completed to requirements.
- 4) Rejection of treatment:-
  - i) where the writer has supplied an original treatment rejection of it means that the rights therein remain with and vest in the writer. The only payment to be made is for commencement.
  - ii) where the writer has supplied a treatment based on an idea or format provided by the producer all rights remain with and vest in the producer. The payments to be made are for both commencement and acceptance.
- 5) If no treatment is required the full appropriate payment including that for a treatment will be made in the following way. The commencement payment for the treatment shall be added to the first draft commencement payment and the treatment acceptance payment will be added to the first draft delivery payment.
- 6) Payments at all the stages from treatment to completion set out above are negotiable above the minimum and copyright only passes to the producer at each stage of payment as and when these occur.
- 7) Cut-offs apply at each stage from treatment to completion. If a writer has delivered at all stages then the principal photography payment shall apply as and when due.
- 8) UK Television Use

Once UK television uses purchased over a period of seven years from the date of first transmission have elapsed each further transmission on UK television may be purchased by payment of 20 per cent of the current scale fee for that use.
- 9) Disagreements arising on the above would be dealt with through the disputes procedure.
- 10) Category of Production

On the first day of principal photography the Associate shall submit to the writer or to the writer's agent a certified statement of the budget as approved by the financier(s). In the event that it is in excess of the budget limit in the

commissioning category the appropriate additional payment shall fall due, and use fees shall be adjusted accordingly.

**SECTION 4: TELEVISION SERIES AND SERIALS WITH FORMAT**

***PROVIDED BY THE PRODUCER***

NOTE:- The figure set out below refer to productions of 60 minute slot length. For productions of more or less than one hour the script fee shall be pro-rated.

Treatment	1,375
First Draft on commission	1,375
First Draft on delivery	1,375
Second draft on acceptance	1,375
<u>Total minimum payment</u>	5,500

The total minimum payment buys one UK Network Television\* transmission and all other rights except those listed below.

Principal Photography Payment

On the first day of principal photography the Associate shall pay a further sum equal to 100% of the script fee therefore paid for which he acquires worldwide television rights except those listed below.

PROVIDED ALWAYS that if on said day the Associate confirms in writing that the series is intended solely for UK domestic transmission said payment shall be a sum equal to 75% of said script fee for which it acquires a first UK repeat transmission only.

The Total Guaranteed Payment is thus, at the minimum level, either £11,000 or £9,625.

PROVIDED FURTHER that if only the first UK repeat is paid for pursuant to the foregoing and subsequently the programme is offered for sale abroad, the 100% worldwide buy-out will additionally become due on the earlier of the date the programme is first licensed to a foreign buyer (other than a foreign buyer in the list below) or transmission by such a buyer.



**NOTES:-**

- 1) Disagreements arising on the above would be dealt with through the disputes procedure.
- 2) If no treatment is required the full appropriate payment including that for a treatment will be made in two instalments of 37.5 per cent of the negotiated fee.
- 3) Rest of the World Free Television Use Payment includes theatrical and non-theatrical exploitation excluding the USA and the UK.
- 4) Payments at all the stages from treatment to completion set out above are negotiable above the minimum and copyright does not pass to the producer until each stage payment has been made as and when they occur.
- 5) Cut-offs apply at each stage from treatment to completion.
- 6) Twice-Weekly serials are not covered under the above proposals.
- 7) Payment for Free UK Television Use after Seven years from date of first transmission

Payment for each UK free television transmission which take place after the elapse of seven years from the date of the first UK transmission shall be made according to the following formula.

25 per cent x actual personal rate of script  
x current minimum rate

---

minimum rate at time of contract

- 8) The above payments are for established writers who shall be defined as those who have been commissioned to write screenplays of any type with an aggregate slot length transmission time of not less than two hours.

**APPENDIX C**

**MODEL FORM OF ENGAGEMENT**

**FOR**

**SINGLE PRODUCTIONS**

.....

**MADE UNDER THE AGREEMENT**

between

THE WRITERS' GUILD OF GREAT BRITAIN

and

PRODUCERS ALLIANCE FOR CINEMA AND TELEVISION

effective from 3 February 1992

.....

***Contract***

for

.....

DATED

19

### ***Model Form of Engagement***

A Contract made the            day of month One  
thousand nine hundred and  
Between                            (hereinafter called “the  
Company”) on the one part and  
(hereinafter called “the Writer”) of the other part

***IT IS AGREED as follows:-***

### ***Guild Agreement***

1. SAVE to the extent expressly varied herein in which event such express revisions shall prevail, all the terms and conditions and definitions of the Agreement made between Producers Alliance for Cinema and Television and the Writers Guild of Great Britain dated the 3 February 1992 (hereinafter called “the Agreement”) shall be automatically incorporated in and form part of this Contract and for the purpose of construction of the Agreement this Contract shall be deemed to be the “Form of Engagement”.

### ***Commission and fees***

2. THE Company hereby commissions the Writer and the Writer accepts the commission to write and deliver the Work of which particulars are set forth in the Schedule hereto in consideration of the payment of the fees as set out in the said Schedule (subject however to any exercise by the Company of any of its rights of cut-off under the Schedule to the Agreement).

**Writers Undertakings**

3. THE Writer hereby expressly confirms all warranties, undertakings and agreements on his part more specifically set forth in Clauses 15 and 17 of the Agreement to the intent that the same shall apply in full to his engagement under this model form of engagement.

**Copyright**

4. SUBJECT to the provisions of Clauses 25 to 29 of the Agreement (to the extent applicable) and of the provision of the notes to the schedule thereto insofar as they relate to the vesting of rights in an original treatment provided by the writer and subsequently rejected by the Company, the writer, as beneficial owner hereby assigns to the Company the entire copyright and all other rights of whatsoever kind of nature in and to the Work to hold unto the Company absolutely to the intent that insofar as the Work shall not, as at the date of the signature of this model form of engagement, have been completed that assignment said assignment shall be an assignment of future copyright pursuant to the provisions of Section 91 of the Copyright Designs and Patents Act 1988.

**Particulars of the work**

5. TITLE OF PRODUCTION (Single)

.....

(The Company agrees to inform the Writer of the final Screen Title of the production should the above title be changed)

LENGTH OF PRODUCTION (where applicable)

.....

**Delivery & Reading Periods**

6. TREATMENT to delivered by

.....

REVISIONS (if requested) to be delivered by

.....

1<sup>ST</sup> DRAFT to be commissioned by

.....

1<sup>ST</sup> DRAFT to be delivered by

.....

2<sup>ND</sup> DRAFT to be commissioned by

.....

2<sup>ND</sup> DRAFT to be delivered by

.....

Fee Arrangements (ALL SINGLE PRODUCTIONS) - Delete below if

not applicable

TREATMENT: on commencement £.....

on acceptance £.....

1<sup>ST</sup> DRAFT: on commencement £.....

on delivery £.....

2<sup>ND</sup> DRAFT: on commencement £.....

on delivery £.....

PRINCIPAL PHOTOGRAPHY PAYMENT £.....

ADDITIONAL USE PRE-PAYMENT £.....  
(where applicable)

TOTAL GUARANTEED PAYMENT £.....

**Additional Use fees - Delete below if not applicable**

i) THEATRICAL £.....

ii) FREE TELEVISION £.....

- a) UK Television
- b) Rest of World
- c) Us Network TV Prime Time
- US Network TV Non Prime Time
- PBS
- US Other TV
- US Major Pay TV

iii) Other US and Rest of World PAY TELEVISION £.....

iv) VIDEOGRAM £.....

**Important Notice:**

In completing the above it is essential to refer to the fees and the notes in the appropriate section of the schedule to the Agreement i.e.

Section 1 - Feature films with a production budget in excess of £2,000,000

Section 2(a) - Feature films budgeted at £2,000,000 or less.

Section 2(b) - Television films with a production budget of £750,000 and above

Section 3 - Films with a production budget below £750,000

**Payment**

7. (a) THE Writer hereby acknowledges that the payment by the Company of all monies due to the Writer and expressly referred to herein shall be a complete discharge to the Company of its liability.

Agent (Delete if not applicable)

(b) THE Writer hereby authorises and request the Company to pay any sums becoming due to the Writer hereunder to the Writer's duly authorised agents  
..... of

..... receipt by whom shall be a good and sufficient discharge to the Company.

Pension Contributions (Delete if not applicable)

8. THE Company is hereby authorised to make direct payment(s) for the Writer's credit to the Writer's Guild Pension Fund by withholding the appropriate percentage of the Writing fee(s) and adding thereto the appropriate Associate pension contribution(s) on behalf of the Guild member as are at present laid down under Appendix A of the Agreement.

***Credits***

9. THE writer shall receive the appropriate credit under the terms of the Credit Agreement as detailed in Clause 32 of the Agreement between the Writers' Guild of Great Britain and the Producers Alliance for Cinema and Television.

**APPENDIX D**

**MODEL FORM OF ENGAGEMENT**

**FOR**  
TELEVISION SERIES AND SERIALS  
(FORMAT PROVIDED)

.....

**MADE UNDER THE AGREEMENT**

between  
THE WRITERS' GUILD OF GREAT BRITAIN  
and  
PRODUCERS ALLIANCE FOR CINEMA AND TELEVISION  
effective from 3 February 1992

.....

Contract  
for

.....

**DATED**                    19

### ***Model Form of Engagement***

A Contract made the        day    month of One thousand nine hundred and  
Between                    (hereinafter called “the Company”) on the one part and  
(hereinafter called “the Writer”) of the other part

***IT IS AGREED as follows:-***

#### ***Guild Agreement***

1. SAVE to the extent expressly varied herein in which event such express revisions shall prevail, all the terms and conditions and definitions of the Agreement made between Producers Alliance for Cinema and Television and the Writers Guild of Great Britain dated the 3<sup>rd</sup> February 1992 (hereinafter called “the Agreement’) shall be automatically incorporated in and form part of this Contract and for the purpose of construction of the Agreement this Contract shall be deemed to be the “Form of Engagement’.

#### ***Commission and fees***

2. THE Company hereby commissions the Writer and the Writer accepts the commission to write and deliver the Work of which particulars are set forth in the Schedule hereto in consideration of the payment of the fees as set out in the said Schedule (subject however to any exercise by the Company of any of its rights of cut-off under the Schedule to the Agreement.)

**Writers Undertaking**

3. The Writer hereby expressly confirms all warranties, undertakings and agreements on his part more specifically set forth in Clauses 15 and 17 of the Agreement to the intent that the same shall apply in full to his engagement under this model form of engagement.

**Copyright**

4. SUBJECT to the provisions of Clauses 25 to 29 of the Agreement (to the extent applicable) and of the provision of the notes to the schedule thereto insofar as they relate to the vesting of rights in an original treatment provided by the writer and subsequently rejected by the Company, the writer, as beneficial owner hereby assigns to the Company the entire copyright and all other rights of whatsoever kind of nature in and to the Work to hold unto the Company absolutely to the intent that insofar as the Work shall not, as at the date of the signature of this model form of engagement, have been completed that assignment said assignment shall be an assignment of future copyright pursuant to the provisions of Section 91 of the Copyright Designs and Patents Act 1988.

**Particulars of the work**

5. PROVISIONAL TITLE OF PRODUCTION (Single)

.....

(The Company agrees to inform the Writer of the final Screen Title of the production should the above title be changed)

LENGTH OF PRODUCTION (where applicable)

.....

**Delivery & Reading Periods**

6. TREATMENT to be delivered by

.....

REVISIONS (if requested) to be delivered by

.....

***1<sup>ST</sup> DRAFT to be commissioned by***

.....

***1<sup>ST</sup> DRAFT to be delivered by***

.....

***2<sup>ND</sup> DRAFT to be commissioned by***

.....

***2<sup>ND</sup> DRAFT to be delivered by***

.....

Fee Arrangements (SERIES AND SERIALS WITH FORMAT PROVIDED BY THE PRODUCER) - Delete below if not applicable

TREATMENT .....

1<sup>ST</sup> DRAFT when commissioned .....

2<sup>ND</sup> DRAFT when delivered .....

FINAL DRAFT when accepted .....

i) FREE TELEVISION .....

1 ) Payment on Principal Photography

a) UK 1<sup>st</sup> Repeat

and/or

b) REST OF THE WORLD .....

**Additional Use fees - Delete below if not applicable**

2)	UK Free TV	
	1st Repeat (if applicable)	.....
	2 <sup>nd</sup> Repeat	.....
	Third and Subsequent Repeat	.....
c)	USA	
	US Network Television Prime-Time	.....
	US Network Television Non-Prime Time	.....
	PBS	.....
	US All Other	.....
	US Major Pay TV	.....
ii)	OTHER US AND REST OF WORLD PAY TELEVISION	.....
iii)	VIDEOGRAM	.....

**Important Notice:**

In completing the above it is essential to refer to the fees and the notes in Section Four of the Schedule to the Agreement (Television Series and Serials as defined with format provided by the producer).

**Payment**

7. (a) THE Writer hereby acknowledges that the payment by the Company of all monies due to the Writer and expressly referred to herein shall be a complete discharge to the Company of its liability.

Agent (Delete if not applicable)

(b) THE Writer hereby authorises and request the Company to pay any sums becoming due to the Writer hereunder to the Writer's duly authorised agents

.....

of.....

receipt by whom shall be a good and sufficient discharge to the Company.

Pension Contributions (Delete if not applicable)

8. THE Company is hereby authorised to make direct payment(s) for the Writer's credit to the Writer's Guild Pension Fund by withholding the appropriate percentage of the Writing fee(s) and adding thereto the appropriate Associate pension contribution(s) on behalf of the Guild member as are at present laid down under the Agreement.

**Credits**

9. THE writer shall receive the appropriate credit under the terms of the Credit Agreement as detailed in Clause 32 of the Agreement between the Writers' Guild of Great Britain and Producers Alliance for Cinema and Television.