



# The Musical Theatre Kit

Musicians'  
Union

**MU**

**WGGB** THE  
WRITERS'  
UNION



The  
Musical  
Theatre  
Kit

*The Musicians' Union  
and the Writers' Guild of Great Britain present...*

# The Musical Theatre Kit

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The Kit is a map to the latest MU and WGGB Musical Theatre Writing guidelines, covering creation, development, production and more. It signposts the places where detailed information can be found from the unions and professional associations about each aspect of the process.

For further information or clarification on any issues raised in The Kit, please see the contact details on the back page and get in touch directly.

## **Writer**

Throughout this publication, the term 'writer' refers to those who create material with either words or music, or in any other way.

WHETHER  
CREATING OR  
COMMISSIONING MATERIAL,  
ANYONE EXPLORING A NEW  
MUSICAL MIGHT TYPICALLY  
BEGIN BY EITHER:

- Forming a new collaborative relationship, or
- Choosing source material

## First Steps / Collaboration

**MUSICAL THEATRE IS A COLLABORATIVE ART FORM. THE MATERIAL MIGHT BE CREATED BY ANY COMBINATION OF BOOKWRITER, COMPOSER, LYRICIST, OR DEvised BY A COLLECTIVE OF PERFORMERS (WRITERS).**

**W**hatever the style or size of the writing team, the process is collaborative from the very start, so it's crucial to make a collaboration agreement before the work begins. The main point of a collaboration agreement is to agree how rights, fees and royalties will be divided up between the writers.

It doesn't need to be complex and is particularly important if the collaboration is with friends – to help keep working relationships separate from personal friendships. Discussing and being clear from the start about the way the team wants to work together, and the ownership of the co-created material, will

also support everyone's freedom to engage confidently in the creative process.

### Collaboration Agreements

In an informal agreement, the main points covered might be as simple as:

- who is in the writing team, and how they might contribute
- what share of copyright ownership each of them has in the work
- the initial intention, eg: to write something to the point of a first draft
- the time frame in which the team intends to do that
- what they will do with the work when they get to that stage

- how they might move forward after that stage
- how to treat the work as a whole, and/or individual contributions to it, if they decide not to move forward as a team at that stage

For more detailed information, and a sample collaboration agreement, see the WGGb's Musical Theatre Guidelines at [bit.ly/wggbmtg](http://bit.ly/wggbmtg). The MU also has sample co-writing and song-share agreements for co-writing of music or individual songs.

*Writers are strongly advised to seek legal advice before signing any legal agreement.*

“ The main point of a collaboration agreement is to agree how rights, fees and royalties will be divided up between the writers ”

### The Writing Team

Everyone who will be making a writing contribution to the project should sign a collaboration agreement, separate to any development, commissioning or licensing agreement

In this way, the writing team can then make agreements with others as one entity. If there are multiple representatives among that team (eg: several literary agents) it is often the case that one agrees to speak for all, to simplify negotiations.

In some instances, an organisation may offer to develop the work in exchange for a share of copyright, as if they were a member of the writing team. This is not good practice and should be avoided wherever and whenever possible.

Dramaturgy is often a crucial part of the development of a

theatrical work and this is especially true in musical theatre.

This kind of dramaturgy is akin to the editing process for a novel: it is remunerated with a fee and the dramaturg does not feature in the copyright ownership of the material. A separate agreement should be made between the writing team and the dramaturg.

### Copyright Ownership

Under current UK copyright law, the author/creator of a work is automatically granted copyright protection in their work.

Any contribution made to a play during a workshop or rehearsal process becomes part of that play, and is owned by the writer. Suggestions may be offered to the writers by actors or directors, for consideration as part of



### DRAMATURGY

*With regard to the development of new writing, and for the purposes of these guidelines, 'dramaturgy' means any consideration of the writing done by the writer/s in collaboration with others (eg: director, actor), which should aim to assist the writer/s in achieving their own creative intentions for the work as successfully as possible.*

a dramaturgical process, but the writers are not obliged to incorporate them into the work. This is known as 'textual integrity' and it ensures that there is a coherence of creative voice throughout the work.

For collectively devised work, agree at the start of the process the extent to which everyone will feature in the copyright ownership of the work. A collaboration agreement is essential.

“ Dramaturgy is often a crucial part of the development of a theatrical work and this is especially true in musical theatre ”

### Copyright Merging

When musical theatre is created by a collaborative team, there comes a time when the book, music and lyrics merge into one entity and often this belongs to the writing team as a whole. Prior to this – and sometimes on an ongoing basis if specified in a collaboration agreement – each individual collaborator can have the right to extract their

contribution to the work and use it elsewhere. If it is agreed that the writers will have joint copyright in the work, they will no longer have that right.

Typically, the work is said to have been merged after the first run of public performances, where it has been publicly presented as a whole piece. A copyright merging clause should be included in a collaboration agreement

if that is the writers' intention.

There are also times when a producer and writing team might own a work collectively, through a merged entity. In this instance, professional guidance must be sought.

### Small Rights

A very successful show might have spin-offs that use only part of the full work. Themed merchandise might only use elements of the book, one-off concerts might only use the songs, phone ringtones might only use the music, and so on. This falls under Small Rights and should be addressed both in your collaboration agreement and in any production agreement.

### More Copyright Information

UK government info:  
[gov.uk/copyright/overview](http://gov.uk/copyright/overview)  
ALCS: [bit.ly/alcscopy](http://bit.ly/alcscopy)  
WGGB Musical Theatre Guidelines:  
[bit.ly/wggbmtg](http://bit.ly/wggbmtg)  
WGGB Engaging With Theatres, section 12:  
[bit.ly/wggbewt](http://bit.ly/wggbewt)  
MU copyright info:  
[bit.ly/mucopy](http://bit.ly/mucopy)

MU members can register compositions, lyrics and recordings with their union for additional copyright protection purposes



## First Steps / Source Material

**THERE ARE THREE TYPES OF SOURCE MATERIAL: ORIGINAL STORY; ADAPTATION OF EXISTING MATERIAL IN THE PUBLIC DOMAIN (OUT OF COPYRIGHT); ADAPTATION OF AN EXISTING WORK THAT IS STILL IN COPYRIGHT**

### Public Domain

Anyone is free to adapt something that is in the public domain. There are various different lengths of copyright in the UK: literary works, including lyrics, come out of copyright 70 years after the author's death and the same term applies to compositions (musical works) but with films



#### **SMALL RIGHTS**

*The right to present short, live performances of individual musical compositions from a dramatic musical work, in a non-dramatic fashion, eg: without dramatic staging or costume. Mainly relates to royalties from music and lyrics. See also 'Rights' on page 13 of the WGGGB Musical Theatre Guidelines.*

it's about the broader creative team.

More information is available here: [gov.uk/copyright/overview](http://gov.uk/copyright/overview)

If there is some question as to whether or not a work is in the public domain, the best process is to locate and contact the author's estate, the publisher, or other relevant authority on the matter, to be sure there is no violation of existing copyright ownership.

### Acquiring Rights

If the source material is still in copyright, permission must be sought from the copyright owner/s, and permission should always be given clearly in writing. It's very important to ensure that

the person from whom permission is acquired does actually have the right to grant such permissions.

There are often layers and layers of copyright ownership, eg: a film that was adapted from a novel, that was itself adapted from a short story. It's wise to trace the material right back to the very original source, to ensure that all rights holders are included.

An additional benefit of exploring all previous versions is that one version might be more appealing source material - and it can be that the rights in a novel are easier to acquire than the rights in a film, for example.

### Who acquires the rights

Ideally, the writing team doing the adaptation

“ In the UK, literary works including lyrics come out of copyright 70 years after the author's death and the same term applies to compositions ”



It is crucial  
to acquire all  
the necessary  
rights to adapt a work  
prior to starting  
the work of  
adaptation

will clear the rights with the underlying rights holder/s. This allows for more flexibility in the future exploitation of the work: the writers control the rights in the material and are free to license those rights to different producers.

Sometimes a producer will acquire the adaptation rights, and then commission the writer/s to do the adaptation. In this situation, the producer may have greater control over the exploitation of the work than the writing team.

### **Agreement with underlying rights holder**

There are a few basic elements that should feature in an agreement:

#### Exclusivity

It is possible to be given exclusive rights, which means no-one else can then acquire the theatrical rights for the duration of that agreement. Non-exclusive rights do not place the

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#### **PUBLIC DOMAIN**

*Works that are deemed to belong to, or are at least available to the public as a whole, especially through no longer being subject to copyright or other legal restrictions.*

same restrictions on the underlying rights holder, allowing others to similarly exploit the work. Non-exclusivity is therefore easier to acquire, as well as more affordable, and may be preferable at the exploratory stage of a development process.

It is possible to ask for rights limited to something specific, eg: exclusive rights to adapt a work for production in the UK, or in a specific language. This allows the writing team a certain exclusivity, while maintaining some freedom for rights to be granted to others.

#### Purpose

Rights are usually granted for a limited period of time

and a specific purpose, eg: a few months of development culminating in a reading. Because of the length of time and the complexity of developing musicals, the granting of rights most often happens in stages: several requests may be required if not already negotiated at the start. Renegotiation can, however, be beneficial to the writers.

#### Costs

The more high profile the underlying work is, the more expensive it might be to acquire rights. Any cost implications should be negotiable, and writers are always advised to seek legal advice.

#### **Non-traditional Source Materials**

Additional complexities occur with such things as real life stories, verbatim theatre, using catalogues of existing songs, etc. In these situations, legal advice should be sought.

“ Because of the length of time and the complexity of developing musicals, the granting of rights most often happens in stages ”

## Next Steps / Development

**ONCE THE WRITING TEAM AND SOURCE MATERIAL ARE IN PLACE, THE APPROPRIATE RIGHTS HAVE BEEN ACQUIRED AND THE COLLABORATION AGREEMENT HAS BEEN REACHED, THE ACTUAL WRITING PROCESS BEGINS.**

**T**here are many different stages during the development of a new musical, and these can be part of a commissioning process.

### Self-Producing

Writers often develop their own work through to staged production. It is possible to find funding from various sources to support this, including the Arts Council's Grants For The Arts scheme, and the PRS for Music Foundation, as well as many crowd-funding websites.

Arts Council Grants For The Arts: [artscouncil.org.uk/funding/grants-arts](http://artscouncil.org.uk/funding/grants-arts)

PRS For Music Foundation: [prsfoundation.com](http://prsfoundation.com)

When acting as producer, you may find the ITC a useful resource. The ITC (Independent Theatre Council) is a professional association

that represents small theatre companies and independent producers. They negotiate agreements with Equity and the Writers' Guild for minimum rates, which can be used by anyone self-producing their work.

More information is freely available on their website: [itc-arts.org/resources](http://itc-arts.org/resources)

If you want to engage musicians, the MU has agreed minimum rates with the trade bodies UK Theatre (for touring and regional theatre) and Society of London Theatre (covering the West End of London) which can be found on its website: [musiciansunion.org.uk/Home/Advice/Playing-Live/Working-in-Theatre](http://musiciansunion.org.uk/Home/Advice/Playing-Live/Working-in-Theatre)

### Collaborative Development

There are also organisations who specifically focus on the development of

new musicals. Such agreements must be negotiated, and should not involve a share of copyright in exchange for development, especially where the development organisation receives public funding to develop musical theatre.

Anyone working with writers on the development of a musical does not automatically have any ownership over the work, or any inherent right to feature in further development or production. Writers are advised that any claims of copyright ownership are best avoided in contracts with development organisations.

Multiple drafts may emerge and change, through informal or formal readings, scratch nights, workshops, pitches and productions.

For information about ways in which to develop and promote your work, see the WGGB publication 'Engaging with Theatres' [bit.ly/wggbewt](http://bit.ly/wggbewt)

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## Next Steps / Productions

**ONCE THE DEVELOPMENT OF THE PROJECT HAS BEEN COMPLETED AND THE MUSICAL IS WRITTEN, THE FOCUS TURNS TO THE PROCESS OF GETTING IT INTO PRODUCTION.**

**T**here are many ways to have work produced, both professionally and non-professionally. The WGGB Musical Theatre Guidelines contain comprehensive information about commissioning and production agreements, in both the commercial and subsidised sector, and with other producers.

Basic terms such as fees and royalties are also covered, as well as Grand and Small Rights, including publishing. There is also a model collaboration agreement with accompanying notes.

In general, where a producer is not covered by a WGGB or MU agreement, these are useful things to bear in mind when signing a production contract:

- the Writers should retain full copyright
- funding applications should include fees for the Writers

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#### GRAND RIGHTS

*Performances of dramatico-musical works, whose music is specially written for them, namely: opera, operetta, musical play, revue, pantomime. See also 'Rights' on page 13 of the WGGB Musical Theatre Guidelines.*

- writing fees should always be agreed and paid upfront
- licences should be limited, eg: only give rights for a limited number of performances, for a limited time – no perpetual licences
- producers should not be entitled to a percentage of the writers' royalties
- production agreements should not include the right to exploit the work in other formats, eg: publishing, for which a separate agreement should be made

#### Publications

These additional WGGB publications are freely available to all for download on the WGGB website in the 'Resources' section.

WGGB website:  
[writersguild.org.uk](http://writersguild.org.uk)

Musical Theatre Guidelines:  
[bit.ly/wggbmtg](http://bit.ly/wggbmtg)

Engaging with Theatres:  
[bit.ly/wggbewt](http://bit.ly/wggbewt)

Agreements & contracts:  
[bit.ly/wggbaac](http://bit.ly/wggbaac)

The Musicians' Union website provides free advice and the following links are available for anyone to access. The MU also publishes a comprehensive Handbook for members, which contains detailed advice on all areas of the music industry, from writing to touring to royalties.

[theMU.org](http://theMU.org)  
[bit.ly/MUagreements](http://bit.ly/MUagreements)

## About us

The Musicians' Union (MU) is an organisation that represents over 30,000 musicians working in all sectors of the British music business.

The MU lobbies government on many issues of concern to musicians and creators. The union also runs regular campaigns such as Lost Arts, cataloguing arts funding cuts across the UK, Work Not Play protesting against musicians being asked to work for free, and several campaigns opposing the use of recorded music in shows where live music was advertised. Members have access to legal and contract advice as well as a range of other benefits.

The Writers' Guild of Great Britain (WGGB) is a trade union representing professional writers in TV, film, theatre, radio, books, poetry, animation and videogames. Members also include emerging and aspiring writers.

The WGGB has been negotiating better pay

and working conditions for writers since 1959. The national agreements in place cover key industry bodies, including the BBC, ITV, Pact, National Theatre, Royal Court and Royal Shakespeare Company.

The WGGB lobbies and campaigns on behalf of writers, to ensure their voices are heard in a rapidly changing digital landscape. The benefits offered to members include free training, contract vetting, a pension scheme, Welfare

Fund, entry to the Find A Writer directory, a weekly e-bulletin, plus member-only events and discounts.

The Writers' Guild Awards ceremony is an annual, red-carpet event that has featured a string of high-profile winners since it first launched in 1961. The evening gives writers the chance to honour their peers and to celebrate the importance of writers and writing to the creative industries, both in the UK and abroad.





## Useful contacts

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Authors Licensing and Collecting Society (ALCS)  
[www.alcs.co.uk](http://www.alcs.co.uk)

British Academy of Songwriters, Composers and Authors (BASCA)  
[basca.org.uk](http://basca.org.uk)

Broadcasting, Entertainment, Cinematograph and Theatre Union (BECTU)  
[www.bectu.org.uk/home](http://www.bectu.org.uk/home)

The Dramaturgs' Network (d'n)  
[dramaturgy.co.uk](http://dramaturgy.co.uk)

Equity  
[equity.org.uk/home](http://equity.org.uk/home)

Independent Theatre Council (ITC)  
[itc-arts.org](http://itc-arts.org)

Mechanical Copyright Protection Society (MCPS)  
[prsformusic.com/pages/rights.aspx](http://prsformusic.com/pages/rights.aspx)

Musicians' Union (MU)  
[theMU.org](http://theMU.org)

Public Lending Rights (PLR)  
[plr.uk.com](http://plr.uk.com)

Performing Rights Society (PRS)  
[prsformusic.com](http://prsformusic.com)

Stage Directors UK (SDUK)  
[stagedirectorsuk.com](http://stagedirectorsuk.com)

Society of London Theatre (SOLT)  
[solt.co.uk](http://solt.co.uk)

UK Theatre  
[uktheatre.org](http://uktheatre.org)

Writers Guild of Great Britain (WGGB)  
[writersguild.org.uk/](http://writersguild.org.uk/)

**Musicians'  
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