

Writing for Videogames

A guide for game
writers and those
who work with them

www.writersguild.org.uk

If you have any questions, or would like to discuss contracts, employment issues or any elements outlined in these guidelines you can contact our videogames representative by email: **games@writersguild.org.uk**

For individual representation and advice contact **casework@writersguild.org.uk**

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Introduction

The information and advice contained within these guidelines is based on global surveys of the videogames industry and reflects information provided by writers, narrative teams and the companies who employ them.

Whether you are a game writer based in the UK, or a company hiring game writers, the WGGB guidelines are intended to promote fair, productive working relationships for those involved in the creation of interactive narrative in the videogames industry.

Please note: While there is a crossover in form and approach between videogames and interactive theatre, TV and film, some of these interactive projects will be covered by existing agreements within those industries. Where there is any doubt whether a project should fall under existing agreements, please consult with the WGGB.

The WGGB is also able to provide information and guidance to companies on all employment aspects including diversity, mental health, bullying and harassment policies and negotiations. Please contact the WGGB office (details on page 2) should you wish for advice on how to help your company establish beneficial, equitable and legally required employment conditions.

The videogames industry – an outline

Videogames is now larger than the music and film sectors combined. While videogames is a medium that is constantly changing and shifting with technology, it is an established sector. Commercial videogames have been in production for over 50 years.

The companies that produce videogames range from small independent (indie) developers to huge, global enterprises with studios employing hundreds, with every model of employer in-between.

Games range from low-cost, text-only projects to ultra-realistic AAA titles that demand budgets of hundreds of millions.

Some games contain no narrative elements outside of the gameplay, while others can include over a million words of dialogue.

Interactive experiences are delivered on phones, consoles, PCs, televisions, audio devices, VR headsets and beyond.

This diversity of method and skillsets means that writers and narrative designers can be employed in a wide variety of roles that can be either freelance or directly employed.

Videogames companies are often categorised as developers or publishers. Developers design and create videogames, while publishers promote and distribute them. There are some companies that straddle this divide, and self-published games are accepted and respected as an industry norm.

Some developers are successful enough to be self-sustaining, with titles generating enough income to fund their next project. However, most developers require additional external sponsorship from publishers. This can present a risk to those working for such companies as the project's financing is often linked to key milestones in the game development cycle and does not guarantee that a project will be completed or released.

Should the publisher decide to end the funding for a project, then developers could have only a small window to find alternative funds to continue it. Writers must be aware that projects can be cancelled and that this may lead to the developer being closed without the funds to pay them. This can also be true for teams in bigger, self-sustaining developers.

The role of the game writer

The videogames industry has required various forms of writing since its inception in the 1970s. Currently, there are thousands of writers around the world working in games. Some are more focused on 'narrative design', which is the intersection between the game's fictional world (this can be as narrative, or as world-building) and the game design (the technology and gameplay systems that create interactivity). Others concentrate on writing tasks more familiar to other media, such as storylining, character creation or dialogue.

The role and responsibilities of a game writer can vary considerably between projects. When applying for, or advertising jobs, writers and companies should be aware that there is currently little consistency in the use of narrative job titles. Team size, project aims, subjective preference and company history can all impact how titles are defined. As such, all parties should check, and be clear about, exactly what will be required for each particular role. The list of job titles below is intended to help explain the terminology used in narrative job descriptions and the phases of work that can involve writers.

The categories that writing jobs most often fall into are:

- Writer
- Narrative designer
- World builder/lore master
- Localisation
- Narrative director/narrative lead

WRITER

Where the title 'writer' is used in hiring then this generally indicates that the core of the tasks involved are likely to be exclusively, or centred on, 'traditional writing tasks' such as:

- Story
- Character creation
- World lore
- Mission/quest arcs
- Dialogue – writing script or text from non-interactive cutscenes to branching dialogue, level dialogue, barks and beyond
- Text content

Writing roles can, but don't always, include:

- Narrative/speech design
- Co-ordinating narrative across the project and/or company
- Voiceover/performance direction
- Marketing
- Development

Where the title 'writer' appears on its own in a job description, this can indicate that the writer will be the sole writer on the project (at least at that point in the project). Where there is only a single writer, it is important that their responsibilities are clearly defined, and a suitable credit is given to clearly indicate their seniority in the project. Where there are multiple writing roles, then these are often broken down by seniority of role:

- **Lead writer** Responsibilities can include production elements such as leading the team, liaising with other disciplines, setting/negotiating milestones and scheduling, in addition to writing. This role is sometimes advertised as ‘narrative lead’. Where this role is only management with no writing or narrative design responsibilities, then this role would be ‘narrative producer’.
- **Principal writer** tends to indicate a more experienced/responsible role, similar to the lead role but focusing on writing without the production/management responsibilities.
- **Senior writers** form the centre of most writing teams. They have a proven track record of managing various writing tasks that can include some elements of production and management.
- **Junior writers** tend to be entry level jobs, though ‘entry level’ in larger companies can still ask for previous demonstrable writing experience from other industries, or on smaller projects. If the work is expected to be for multi-year or long-term contracted/permanent writing, junior writers in particular are recommended to ask about advancement opportunities.
- **Intern** roles in narrative are sadly rare at the time of writing. Where they exist, internships should be paid positions that have a clear end goal for the intern in terms of experience, writing samples and potential career progression.

NARRATIVE DESIGNER

Narrative design sits at the intersection between game design and narrative. It focuses on how to best deliver the story/emotional experience that the narrative and game design teams have defined.

Currently, there is a lack of consistency with how the industry defines the skills required for narrative design jobs.

Before applying for a narrative design opening, it is important to check how that particular company/project defines the role. Some narrative design jobs are purely technical in nature, others push more towards conceptual design work, while others focus solely on the implementation of the narrative into the game (a vitally important process that can, mistakenly, be seen as a more junior task).

Similar to writing roles, narrative design positions are often broken down into junior, senior and lead positions, with some companies highlighting more specialised areas.

- **Lead narrative designer** This role often involves conceptual design work to create the project's narrative design, work to implement this design, alongside production and managerial responsibilities.
- **Senior/junior narrative designer** Senior narrative designers have a proven track record of managing various narrative design tasks that can include some elements of production and management. Junior narrative designers tend to be entry-level jobs, though 'entry level' in larger companies can still ask for previous demonstrable experience from other smaller projects.
- **Intern** As with writing internships, narrative design interns should be paid and be presented with a clear end goal in terms of experience and writing products.
- **Technical narrative designer** This title tends to focus on coding, tools and implementation that enable the narrative systems to work properly in the game. This role is sometimes advertised as a 'narrative realisation designer'.
- **Narrative systems designer** This is often a design-orientated job looking at gameplay systems that can enhance, or that comprise the narrative element in the game. Confusingly, this title can sometimes also be used to mean 'technical narrative designer'.
- **Narrative game designer** A less common role that focuses on game design elements that link most closely to the narrative.
- **Game designer** Writers should be aware that, while there is a crossover in skills, there is a distinct difference between a game designer and a narrative designer. Game design is a complex, dedicated area with its own specialised skillsets centred on creating interaction and gameplay challenges. Smaller projects can overlap writer/designer roles, but this is rare on larger projects. If a writer wishes to be involved with the game's design, then they will need to respect, study and acquire this additional set of proficiencies.

WORLD DESIGN/LORE MASTER

- **World design** This is a role that involves the creation of backstory, historical events, character bios, socio-economics, religions and other details pertinent to the project's fictional setting and the game's lore.
- **Lore master** Lore master can be involved in the creation of background material, maintaining established world and lore and act as a point of context for the rest of the team to ensure narrative continuity. A less common role that takes on some of these skills would be a 'narrative archivist'.

LOCALISATION

Localisation is the task that follows and complements the translation process. Once a game has been translated from another language it may require further work to make it accessible, marketable or culturally appropriate.

This can be limited to a dialogue pass that brings a writer's ear for dialogue, but it may expand to redefining characters and story, either partially or in their entirety.

The company and writer should assess the material together, agree what level of work will be carried out, and then set a fee/period of work accordingly.

In all cases, it is important to clarify the terms used to define the role, as some developers use the term 'proofread' as a catch-all definition, even when the work requires a substantial or complete rewrite.

Localisation rarely involves narrative design and so the majority of titles associated with this task would include 'writer', eg 'Writer (English version)'.

NARRATIVE DIRECTOR

The narrative director oversees the entire narrative process, from concept to release.

They set and guide the central narrative vision for the project, lead the narrative team, co-ordinate with the other game directors, manage narrative budgets and are responsible for delivering the story experience.

This credit is often reserved for bigger teams on large projects but may sometimes be used by smaller teams.

Some narrative directors focus on the technical or managerial aspects of the job, while others mix these responsibilities with the role of lead writer.

This role is sometimes advertised as 'narrative lead'.

OTHER ROLES

Marketing

Writers will sometimes be asked to provide copywriting skills to promote a game. This role can include tasks such as writing press releases, game packaging blurb or website content.

Writers can also be employed both internally, or outsourced to produce scripts for promotional trailers, comics or short films used to promote games.

Further fiction

Some games spawn spin-off works (sometimes referred to as ‘transmedia’), for example: books, comics, online media or other external narrative projects.

In some cases, writers who have worked on a game and are familiar with the world narrative will be approached to create this secondary fiction, but in many cases these will be contracted externally.

Creative director

The creative director defines the whole vision for a game. For smaller narrative projects, this shares similarities with being the writer of a novel, or the ‘auteur’ director on a film project.

In the majority of games, this role will demand a deep understanding of the game development process, through art, design, programming and beyond.

If a writer wishes to consider such a position, then they will need to explore a wide range of skills to successfully deliver in this role.

PERFORMANCE SESSIONS

It is common for writers to be involved in performance sessions, from casting through to recording, to provide continuity, oversight and a team point of contact for the director(s) and cast.

In-house or external hire

All the roles outlined above can be hired either as an in-house employee or as an external contractor.

IN-HOUSE

Some writers are employed on a game company’s payroll. This can mean that they are working on multiple projects or hired to be in-house for the development of one particular game. The term ‘in-house’ infers an employed status, not location. Some in-house writers work from home, even when working with companies based in other countries.

When considering an in-house position, the writer should discuss the additional benefits that may be available, such as in-house pension, health insurance, sick pay, relocation fees, company bonuses, duvet days, sabbaticals, training or (on a more negative front) redundancy packages.

Where a company bonus is offered, then the writer should be careful to check that the company's payment includes their project and team and whether any payments would only be valid if the writer remains with the company after the project's completion.

Writers should also note that although many in-house jobs are advertised as permanent, in reality many roles are linked to the length of a project.

EXTERNAL HIRE

Writers contracted as external hires, whether taken on as individuals, or as limited companies, are normally responsible for their own tax payments, equipment, data protection compliance, data back-up and/or insurance.

When taking such a contract, writers and employers should acknowledge these additional costs when setting a suitable day rate for the writer's work.

Where a writer is hired externally, the company should acknowledge that they do not own the writer's time and set their development schedules accordingly.

Where a writer is asked to work solely on a project, or to guarantee exclusivity for a certain amount of time, the writer's rates should be adjusted upwards to match this reduction in flexibility.

Writers should also be aware that there have been instances of 'non-compete' clauses being proposed that would have limited not only the writer's current work, but future projects.

All parties should be aware that non-compete clauses are far from standard in videogames and are often inserted by lawyers/company owners who have brought them in from other industries.

Given the issues with enforcement and their potential impact on all parties, the WGGB recommends all non-compete clauses should be removed from contracts.

ORIGINAL PITCHES

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

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

When unsolicited material is sent to a company, or an individual, it is done 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 (eg supported by written evidence such as an email). Where a spoken agreement is reached, it is advised that the terms are recorded in an email between the involved parties after the meeting. 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.

ASSIGNMENT OF RIGHTS

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 the word 'copyright' or the '©' symbol and the date on all materials, eg 'Demonplay © 2032 Jane Smith'.

Copyright is assigned automatically, regardless of whether this is on the text, but adding the copyright mark and a name clarifies the status of the writing.

Please note: WGGB does not endorse the practice of universal buyouts of original material. Whilst this is a common model in the videogames industry, this practice does not align with the work of writers in other industries and does not respect the long-term contribution writers make to a game/franchise.

Where such a clause is part of the game writer's contract, the rate and rights awarded elsewhere should reflect any such transfer of intellectual property (IP).

WGGB recommends that writers do not enter into any sale of original intellectual property without first taking professional advice from WGGB itself, an agent or, in certain cases, an experienced entertainment lawyer.

DEVELOPMENT/PRE-PRODUCTION

Sometimes, before a game is put into full development, companies will hire a team to work on the game pitch and pre-production phases. Writers can be hired at any point in the production process, but it makes sense to introduce elements of the writing team as soon as a need for narrative is identified. This could involve the creation of a bible, narrative outline, characters or even trailers and scripted elements that are used to support either concept work or a working prototype.

When a game is in pre-production it is best practice for all parties to ensure that there are guarantees in place over IP ownership, future employment and payment. This is best done in the form of a contract and the WGGB advises all parties to ensure that a suitable contract is in place before work begins in any phase of production.

If IP in the work is transferred, then the conditions and point of transferral should be clearly identified (eg on payment) and the payment should include suitable recompense for any transfer of IP from the writer to the developer.

Where writers are hired to work on pitch elements, they should discuss whether there is any commitment from the project to involve the writer beyond the pre-production phase and then ensure that this is represented in the contract.

In the cases of smaller companies, where a lack of financing may mean that the team is not being paid, writers should enter into agreements with caution.

In all cases where a team is receiving payment, the writer should also be paid. Before a writer agrees to proceed with a low, or no pay agreement we advise that they examine the *Should I work for free?* guidelines on page 28 of this booklet, consult the WGGB office and ensure that a contract is in place defining any delayed benefits and the ownership of the project's IP.

WGGB regards a game project as having moved from pre-production to 'in production' once the project receives funding to move from concepting into a working prototype.

Please note When a writer is employed in any of the early development stages of a project, WGGB expects the same writer to be given the first option to write the in-game script/content. This point should be clarified in the contract between the company and the writer.

Agents and outsourcing companies

There are several ways companies can locate writers, including by contacting the **WGGB**, or using the 'Find A Writer' directory on the **WGGB's** website.

At the time of writing only a handful of traditional writing agents are active in the games industry. Where representation is sought, it is more common to find it through videogames outsourcing companies or through writing collectives.

When approaching a traditional agent as a writer, or as an employer, you should ensure that the agent understands the particular demands of the videogames industry because these can differ vastly different from other media.

When contracting with an agent, outsourcing company or writing collective, writers should ensure there is a clear agreement in place that outlines the commission payments the company/agent will take (normally between 10-20%), the role and liabilities of both the company and writer. and how to resolve any potential issues over pay, IP etc.

Selecting writers

To avoid practices that can be seen as exploitative and potential clashes over IP ownership, a company seeking to establish the suitability of a writer should never ask for a full speculative sample script, or full story pitches for the project the writer is applying for.

Writers producing speculative work are strongly advised never to agree to anything more than four 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 before any work is undertaken.

WRITING TESTS

Where a writing test is requested, this should be in a form that is neither exploitative nor exclusionary.

Remember that tests work both ways, and writers and employers should be aware that long, unpaid tests set a tone for how a project is likely to treat a writer.

Employers should also be aware that intensive tests often exclude under-represented candidates, parents and even some writers already working in the industry.

It is advisable to only test a limited number of candidates and to do this at a late stage in the application process.

The WGGB recommends that any writing tests:

- Are paid at a reasonable industry rate.
- Require no more than half a day (four hours') worth of work.
- Are clearly constructed and communicated.
- Do not ask for original story ideas, particularly where these may overlap with the game's content.
- Allow writers to retain the copyright (outside of material owned by the company) so they may use the script elsewhere (with IP-identifying elements removed if required).
- Take place with a limited number of select candidates late in the application process.
- That every writer completing a writing test is given timely feedback and a response to their application.
- Where possible, tests should not include, or should allow for the removal of, IP-specific elements so that writing test material can be used by writers who wish to add them to their portfolios.

NON-DISCLOSURE AGREEMENTS

It is common practice for writers to be asked to sign a non-disclosure agreement (NDA) ahead of interviews or a formal discussion of a game project. This agreement is a commitment to keep project information confidential. When creating, or reviewing NDAs, it is important to ensure that such agreements do not contain any additional, unusual clauses such as the assignment of rights, exclusivity, or gagging clauses. Writers should also be aware that non-disclosure agreements (where enforceable) generally stand regardless of whether or not the writer is hired. NDAs should contain limits including information entering public knowledge outside of the writer/company relationship (eg the game is announced) and an expiry time.

Companies seeking writers should also be aware that writers are often unable to share previous work, due to NDAs. Paying for original writing samples (writing tests) is increasingly a standard part of recruitment, but many jobs for experienced writers are awarded based on the writer's previous published projects, ie without writing tests.

INTERVIEWS

Where a writer is asked to attend an onsite interview then the company should cover any travel and accommodation costs required for this.

Companies should also work, particularly at the early stages of the process, to limit the time demands that the process places on both the company and the writer and to recompense them for their time.

Contracts

Writers are advised to seek guidance from the WGGB's free contract vetting service (available to WGGB members) or a lawyer before signing any contract.

Employers should review the recommendations in these guidelines before setting a job description, or offering a contract.

Every new draft of a contract should be reviewed and checked for changes.

Writers should be aware that contracts signed with companies based abroad are likely to be governed by the law of the country where the company is based.

To help assess a contract, these guidelines set out some potential factors to include or review.

Scripts

If a writer is hired to write a full script for an agreed fee, then WGGB recommends that the writer is paid either at clear, reasonable milestones (eg monthly), or with at least 75% of the fee up to first draft delivery stage.

Such 'flat fee' contracts may include writing an outline, first draft, second draft and final polish (or acceptance of script, whichever comes first).

Any additional drafts, amendments or further work should require additional payment. This payment, and the scope of further work, should be agreed in advance and in writing (eg via email, preferably with an additional contract).

Please note WGGB defines 'acceptance' either as: stated written acceptance; verbal acceptance; not hearing back for more than a month; or production commencing on the writer's work.

Rates

Rates across the industry are often influenced by factors including the role; the writer's experience; whether the writer is being hired in-house or freelance; the financing of the project; and where the writer is employed (local standards of living costs, exchange rates etc).

PROFESSIONAL APPOINTMENTS

While these guidelines cover professional appointments, which are considered to be any work offered or undertaken with payment, WGGB understands that there are times that a writer might consider working without payment, or for rates lower than the industry averages. In such circumstances we advise writers to reference the *Should I work for free?* advice presented on page 28 before agreeing to proceed with any such projects.

EXPERIENCE

It is likely that writers entering the videogames industry will begin their career on payment rates that are lower than those they will achieve later in their working life.

It should be stressed that a lack of experience is not an excuse for employers to offer non-living wages, or exploitative remuneration outside industry norms.

Our research has shown that where writers do not enter the industry at the rate levels outlined below, they tend to achieve these levels of payment within three to five years.

Those who enter the industry with writing credits from other media, or who move into narrative roles from other videogame skill areas, generally start their careers above entry-level payment.

DAILY RATES

Extensive research with writers and companies has identified the bands of rates below as average ranges of payments (including buyouts) for writers in the videogames industry. More experienced, in-demand writers will earn amounts above these rate bands.

LOCALISATION / EDITING COPYWRITING

£300-£400 per day

NARRATIVE / DIALOGUE WORK

£350-£600 per day

ORIGINAL MATERIAL

£450-£750+ per day

Where the writer is only required for a short amount of time, but the writer's work is significant, eg when the writer is hired for a four-day brainstorm to create central characters and story, then fees should be adjusted upwards to recompense for the importance of this input, rather than being based on the short duration of their involvement.

DEFINITIONS

LOCALISATION / EDITING / COPYRIGHT

This is work that does not require a substantial rewrite, instead it is a polish of pre-written, or pre-translated material. Where substantial input and rewriting is required then the writer should be paid at writing rates.

NARRATIVE / DIALOGUE WORK

Here the writer is creating dialogue or narrative detail within a clearly defined narrative brief, eg writing mission dialogue or minor story beats for missions where the plot and mission are supplied by the IP holder, or extensive original revisions of existing pre-written text.

Where significant elements of plot, character or narrative design are required, even within an existing IP, structure or pre-existing material, then this should be regarded as 'original material'.

ORIGINAL MATERIAL

Original material is the creation of new IP or new writing within an existing IP.

Such work involves the generation of significant new elements of plot, characters, narrative design or world background.

This rate is set to include the intellectual rights of the writer.

In-house/freelance

As noted above, in-house writers, whether based on-site with a developer or working remotely, will have permanent contracts. They may also receive benefits which are a cost to the employer, such as equipment, training, relocation, pension and more.

Freelancers generally do not work on-site (though they may visit the studio, recording facilities etc during production), do not have permanent contracts and often have to deal with employment gaps between jobs. They will also have to bear many of the in-house costs (such as equipment) themselves.

This can lead to an apparent disparity in pay rates between in-house and freelance roles that is explained by those additional employer benefit costs; these costs should not be used to justify underpaying either in-house, or freelance workers.

IN-HOUSE RATES

JUNIOR RATES

£27,000-£40,000 per year

SENIOR / EXPERIENCED RATES

£40,000-£75,000 per year

ESTABLISHED / LEAD / DIRECTOR RATES

£70,000-£150,000+ per year

Payment

PAYMENT TERMS

Every writer's contract should include payment terms. If these are missing, the writer is within their rights to insist they be added.

Payment terms should set out the milestones/deadlines that trigger payment. Once these milestones have been reached, then the writer should be paid within 28 days (20 working days) of submission of the writer's invoice. This should be stated in the writer's contract, and on the writer's invoice.

When setting payment milestones, writers should be conscious that some videogame projects are cancelled or never completed, and so should reject terms which set completion as a milestone definition.

While there are other models, most projects pay monthly in arrears based on the agreed payment model, eg the number of days worked during that period.

To ensure timely payment, it is advisable for writers and employers to agree and outline in advance how payments will be made, including invoice requirements (project code, purchase order number, point of contact etc) and for these to be marked clearly on the writer's invoice.

LATE PAYMENT

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

It is worth noting that in the UK, under the Late Payments of Commercial Debts Act, a fixed penalty plus an interest payment are acceptable statutory penalties. More information can be found here www.paylate.co.uk

CONDITIONAL PAYMENT

It is acknowledged that there is risk for the developer at all stages of production. Although the WGGB 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 would become a partner in the production and should take professional advice from the WGGB, an agent or possibly a solicitor specialising in entertainment contracts so as to understand the impact that this has on their conditions of hire.

Please note writers are advised to avoid conditional payment agreements. Where they do decide to take this model then, at the absolute latest, payment to the writer should occur (or begin) as soon as the developer receives funding.

EXPENSES

Should a writer be required to attend a meeting or event as part of the job (eg story meetings, mocap shoots, presenting at a conference), they should be paid their daily rate plus travel/accommodation expenses.

In addition, if they are expected to remain on-site for these tasks, they should be paid a 'per diem' daily allowance.

This may sometimes be extended to cover attendance and expenses for gaming events where the developer specifically wishes the writer to attend.

Writers should also consider any additional payments for unusual working requirements or required expenses, such as late-night meetings, recording sessions, or specialist software subscriptions.

MEETINGS AND STORY IDEAS

Writers who are invited to workshop ideas, storylines and design ideas 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 a certain 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 always have first refusal to write the scripts based on their pitches and be paid accordingly. If another writer is hired, or assigned instead, the originating writer should be paid for the use of their work, and this amount should be negotiated as part of the writer's contract.

Royalties, residuals and collecting societies

Currently, the majority of royalty or residual payments made in the industry are paid as bonuses to in-house writers.

Writers should note that such benefits can be limited to the performance of specific projects and may end when leaving a company (which may occur on completion of the project). Therefore, any clauses regarding bonuses should be approached with caution and the writer should understand or renegotiate the limits of such payments before agreeing to offset guaranteed earnings against less reliable potential bonuses.

Royalties or residuals as part of a writer's contract are less common in the games industry than in other media. Such clauses can, however, offer benefits for both employers and contracted writers.

In cases where any deferred or residual payments happen the general agreement is to base the calculations of such royalties and residuals on gross profit once the game's development costs have been recouped by the developer.

Very important: It should be noted that no WGGB agreements include a total buyout provision, and the WGGB continues to advocate that the practice of denying videogame writers such fees be addressed, bringing games into line with good practice in parallel entertainment industries.

ESCALATOR FEES

Whilst not common across the industry, it is possible for writers to discuss the addition of escalator fees.

These are additional payments that are made to writers once key targets have been achieved.

Such targets can be defined in terms of income (the game generates x amount in gross sales or sales units, eg 50,000 units sold).

COLLECTING AGENCIES

At the time of publication, no writers collecting agencies within the UK cover writing in games. However, the [Authors' Licensing and Collecting Society \(ALCS\)](#) can provide writers of external transmedia, such as books and comics, with payments for registered titles.

Credits

There is no standard form of credit, nor a standard style of how credits are presented.

In general, credits will be accessible through a game menu and/or presented once the game is completed.

Wherever or however the credits appear, the writer should be properly and individually credited for their contribution to the dialogue, story and/or design of the game. This should be true regardless of whether the writer leaves the project ahead of its release.

Writers should ensure this credit is specified in their contract and that any change in role (and therefore credit) is acknowledged in writing.

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 the other contributors.

Where games are split into teams, it is common for credits to be assigned according to job title and for the full narrative credit to go to these teams.

Such credits should include external as well as in-house writers.

Where the writer's work (story, design or dialogue) is directly used in foreign-language versions of the game 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.

Where the writer is translating or localising the script then they should be credited as translator, or as 'English script by'.

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'.

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 the job then vary from the contracted dates, appropriate recompense should be paid to the writer.

The WGGB does not support non-compete clauses and recommends that these be removed from contracts.

Writers should be extremely wary of signing contracts that seek to prohibit or limit the jobs that writers can seek after leaving a project.

NOTES AND REDRAFTING

Turnaround times for notes on scripts should be agreed in advance with the production company. WGGB recommends that the writer make note of all the dates on which they submit work.

No matter how much a writer wants the job, they shouldn't promise the moon, nor should 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 rewrites and an unhappy writer and client.

Writers working externally should be provided one or more contact person(s) on the team who can clarify points related to the use of the writing, and these enquiries should be dealt with in a timely manner. Very slow responses can impact on the work of the writer and impede delivery/quality in a way that is out of the writer's control. All feedback dates stated in the agreements should not cause the writer to breach their contract. Where a company is delayed in giving feedback, all delivery dates should be amended in writing.

READ-THROUGH/RECORDING

Script changes often take place at the read-through and recording stages. It is to the producer's benefit to consult the writer and/or have the writer present at recordings/read-throughs (subject to their availability). When present they should be paid their daily rate plus expenses.

ISSUE OF CONTRACT

It is best practice in all cases that a contract should be issued before the writer begins work on a project.

Equipment and software

The writer will be expected to have their own computer of a reasonable specification and access to a fast Internet connection.

Writers are not expected to have access to every console or game platform. Where the employer requires the writer to use specific software/hardware to carry out their job, then they should provide the writer with the necessary resources and technical support free of charge for the duration of the contract.

If necessary, this should include facilitating the process/costs for returning this equipment once the project is complete.

Complimentary copies

It is normal for the writer to receive at least one copy of the completed game as soon as the game is published. This should be provided either as a physical copy, or a suitable download code.

It is also common for writers to be provided with team merchandising such as T-shirts, collectors' editions and other perks.

Samples

Writers often require samples in order to apply for new positions, either internally or externally. Once a game has been published and is in the public domain, writers should be able to use samples from this work to demonstrate their skills.

Where a project is not published, writers should be given permission in writing to utilise elements from the project to demonstrate the work they have completed.

Where the IP was original work from the writer and remains unpublished, then the rights in this work should revert to the writer once a project is confirmed as cancelled.

Awards

Where the project is put forward for an award in a narrative category, it is common practice for the writer and narrative team (or representatives from the narrative team) to be selected as the attendees at such award ceremonies.

In such cases, the company should provide the writer/narrative team with tickets to the event, expenses to attend and a copy of the award/nomination certificate.

Pension

WGGB offers Full Members working in certain areas (eg TV and radio) a pension scheme.

Employers that WGGB has agreements with pay a percentage of the writer's fee into the scheme, on top of what the writer pays.

While the scheme does not cover employers in the games industry, WGGB members who are game writers can still join the scheme and make contributions themselves. They can also negotiate a percentage of the fee (between 4-8%, subject to a specified maximum) into their contract.

Further information on the pension scheme can be found on the WGGB website, in the 'Member benefits' section.

Equality and diversity

All writers, whether working as an in-house or external writer, have the right to work in an inclusive and safe working space.

All companies should have a policy detailing how they ensure the rights and needs of those working for them are provided and protected.

Writers should be provided with a copy of the company's diversity policies and procedures and a suitable point of contact with whom they can raise sensitive issues.

Any companies seeking to improve their procedures can contact the WGGB to discuss how their procedures can be amended and enforced.

Bullying and harassment

Sadly, research suggests that bullying and harassment still occur regularly within the industry.

WGGB opposes all forms of bullying, harassment and discriminatory practice and endorses the British Film Institute (BFI)'s bullying, harassment and racism prevention guides. These can be found online [here](#).

We recommend that all employers provide potential employees with copies of their bullying and harassment, equal opportunities/equity and inclusion policies, as well as their grievance procedure, ahead of and throughout their employment.

These policies should outline how a company will protect and support writers facing issues both within the company or because of association with the company.

If writers are experiencing any form of bullying, harassment or discriminatory practice, they are advised to contact the WGGB where the matter can be discussed in confidence.

Writers can also provide information via the WGGB's ['Report it'](#) tool.

WGGB is happy to work with any company seeking to improve its policies.

Mental health

A number of companies have begun to develop internal mental health policies, including paid days off as part of the company's sick leave, safe spaces and treatment (counselling, massage etc).

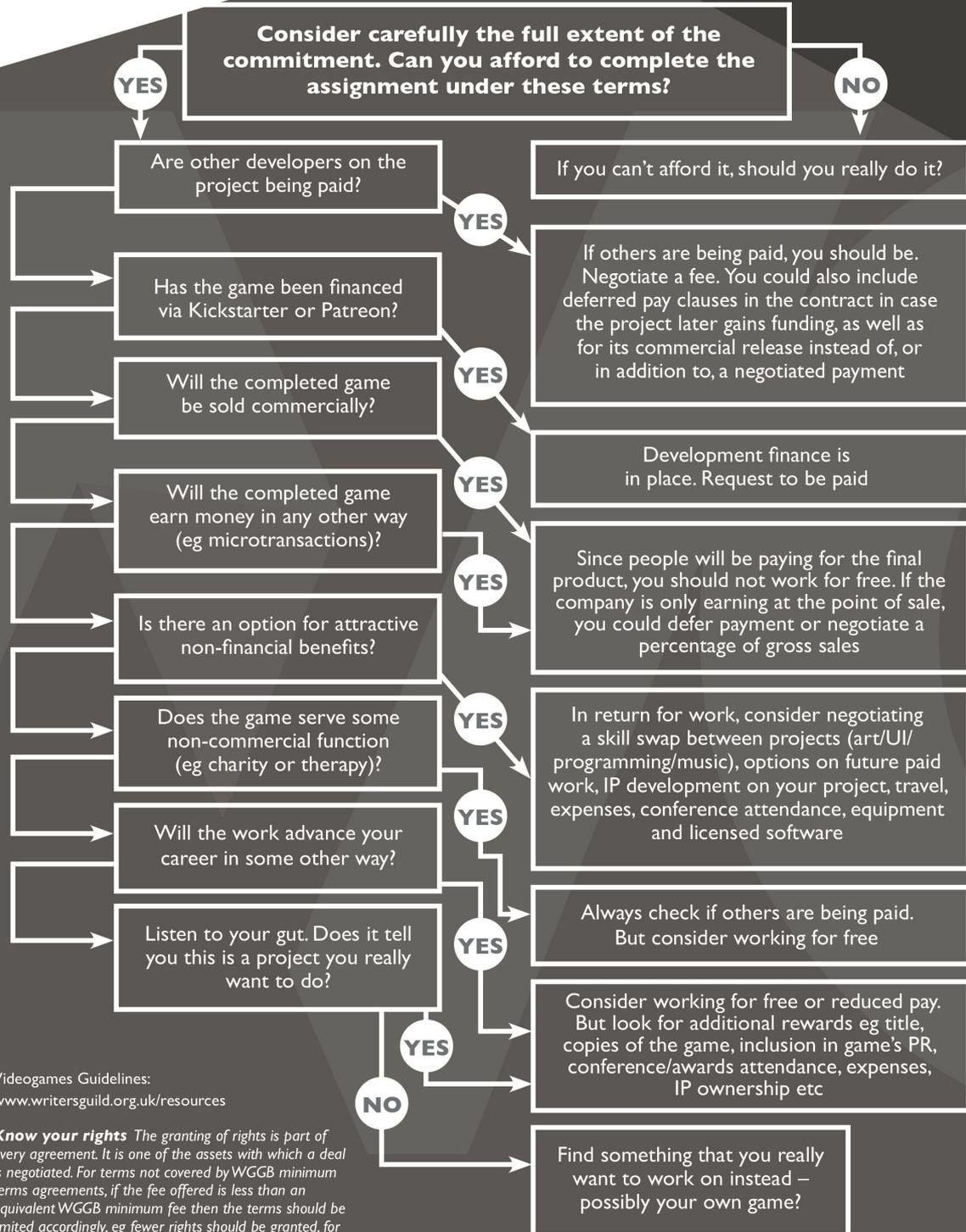
It is worth writers investigating what provision companies make before signing a contract.

Trade union recognition

Some employers recognise named trade unions for collective bargaining purposes, although sadly this is less common in the games industry. However, many employers, whilst not formally recognising trade unions, will work constructively with them on key employment issues.

To find out more about trade union recognition and organising in your workplace, please contact admin@writersguild.org.uk

VIDEOGAMES Should I work for free?



Videogames Guidelines:
www.writersguild.org.uk/resources

Know your rights The granting of rights is part of every agreement. It is one of the assets with which a deal is negotiated. For terms not covered by WGGB minimum terms agreements, if the fee offered is less than an equivalent WGGB minimum fee then the terms should be limited accordingly, eg fewer rights should be granted, for a shorter length of time, ideally on a non-exclusive basis.

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