

SCREENWRITING CREDITS AGREEMENT

Between

The Film Production Association of Great Britain and

The Writers' Guild of Great Britain

*Last revised: 1 May 1974*

**This agreement, now well over a quarter of a century old, has stood the test of time. It is incorporated in countless writers' contracts and from time to time the Guild is called upon to arbitrate in disputes.**

**The Film Production Association of Great Britain no longer exists, and its role has been taken over by the Producers Alliance for Cinema and Television (PACT).**

THIS AGREEMENT operates as from 1st May 1974 and is made between the FILM PRODUCTION ASSOCIATION OF GREAT BRITAIN, (hereinafter referred to as "the Association") acting on behalf of Film Producers, Studio Owners and others who are or may become members thereof (hereinafter referred to as "Associates") of the one part, and the WRITERS GUILD OF GREAT BRITAIN (hereinafter referred to as "the Guild") acting on behalf of those who are its members, or may become members hereafter (hereinafter referred to as "Writers") of the other part.

PREAMBLE

WHEREAS:

(a) The Associates in the course of their business do, or may hereafter, use the work of Writers or do, or may hereafter, from time to time engage Writers to work upon ideas, stories, books, plays, dialogue, lyrics or scripts, for the purpose of making Screenplays for the production of Films, and

(b) It is deemed by both parties expedient to set forth and regulate the terms and conditions upon which Writers shall be accorded credit by the Associates for their work on Screenplays

(c) It is understood that apart from the provisions of Clause 6 (c) hereof this Agreement does not provide for authors of source material and the terms and conditions upon which such authors shall be given credit shall be a matter for individual negotiations between the Associate and the authors concerned.

IT IS HEREBY AGREED AS FOLLOWS:

CLAUSE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires:-

(a) FILM means any screen representation to which the provisions of this Agreement apply.

(b) SCREENPLAY means the final pre-shooting script of a Film and includes any changes made thereto during the shooting of any such Film.

(c) WRITER when used in this Agreement shall in addition to its ordinary meaning also mean a team of Writers engaged to write in that capacity.

(d) STORY means any written material not based on Source material used in the development of a Screenplay representing a contribution distinct from the Screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action.

(e) SCREEN STORY means any written material based on or adapted from Source material used in the development of a Screenplay representing a contribution distinct from the Screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action.

(f) SOURCE MATERIAL is any material which was not written specifically for a Film but which becomes the basis for the Screenplay or the Screen Story.

#### CLAUSE 2 - OBLIGATION TO GIVE CREDIT

The Associate shall provide in each contract he makes with a Writer in connection with the production of a Film or for the acquisition of the Writer's work that the Associate shall give credit in accordance with, and shall in all respects comply with, the terms of this Agreement. In the absence of such provisions the terms of this Agreement shall be deemed to be incorporated in such contract. In any case in which a director, producer or executive producer not being the sole writer claims or is accorded a writing credit the Associate shall automatically notify the Guild and arbitration will follow.

#### CLAUSE 3 - RIGHT OF WRITER TO FORGO CREDIT AND ATTEND SCREENING

(a) Every Writer who is entitled to be given credit in accordance with this Agreement shall have the right to request that such credit shall not be given.

(b) Any such request must be in writing and must be notified to the Associate

(i) Either at the time of the engagement or

(ii) Not later than 48 hours after the screening of the roughcut whether or not the Writer or his duly authorised representative has attended such screening

(c) Every Writer who has been engaged by an Associate to make a written contribution to a Screenplay shall be entitled to request the Associate to show a roughcut of the film.

(d) On receipt of such request the Associate shall with reasonable notice, arrange for the screening and shall notify all Writers who have made a written

contribution to the Screenplay, or, their duly authorised representative, when the screening is to take place. The Associate may not be required to arrange for more than one such screening.

#### CLAUSE 4 - FORMS OF SCREEN CREDIT

##### (a) Main Writing Credits

The only main writing credits permitted shall be as follows: (i) "BY ..." where a Writer has written both the Story and the Screenplay and when the Associate, at his sole discretion, decides that such credit immediately follows the main title credit.

(ii) "WRITTEN BY ..." where the Writer has written both the Story and the Screenplay and such credit appears elsewhere in the Film.

(iii) "SCREENPLAY BY ..." where the Writer has made a substantial written contribution to the writing of a Screenplay.

##### (b) Subsidiary Writing Credits

The only subsidiary writing credits shall be as follows:

(i) "STORY BY ..." or "SCREENSTORY BY ..." (as the case may be) where a Writer contributes by providing either the Story or Screenstory upon which the Screenplay is substantially based.

(ii) "NARRATION BY..." where the Writer's contribution is in the form of narration.

(iii) "ENGLISH SCREENPLAY VERSION BY ..." where the Writer has written the English version of a foreign language screenplay or story.

##### (c) Other Writing Credits

As a generality no other main writing credits or subsidiary writing credits shall be permitted but when circumstances arise e.g. a co-production treaty film then the Associate shall agree with the Guild any credit variation not provided for in 4 (a) and (b) above.

#### CLAUSE 5 - LIMITATION ON NUMBER OF WRITERS SCREEN CREDITS.

(a) The number of Writers who may share main Writing Credits shall not exceed three.

(b) The number of Writers who may be accorded Subsidiary Writing Credits shall not exceed three.

(c) In exceptional cases, e.g. omnibus or episodic films, the number permitted in (a) and (b) above may be increased by agreement between the Associate

and the Guild. In the event of any disagreement or dispute, the matter shall be referred to the Joint Standing Committee for decision.

#### CLAUSE 6 - SIZE AND POSITION OF SCREEN CREDITS.

(a) The name of a Writer accorded main Writing Credit shall appear in lettering of the same height and width as that used for the name of the Producer or the Director of the film, whichever is the larger, and shall remain on the screen for the same duration of time as that of the Producer or the Director, whichever is the longer.

(b) The Main Writing Credit(s) and the Subsidiary Writing Credit(s) may appear on the screen on the same card. Subsidiary Writing Credit(s) shall occupy an area which approximates to 50% of that used for the Main Writing Credit(s).

(c) A Source Material Credit may be included at the foot of the card on which the Main and Subsidiary Writing Credit(s) appear. The name(s) referred to in such Source Material Credit shall appear on this card in lettering the height or width of which is not greater than 25 per cent of that used for the Main Writing Credit(s)..

(d) Where more than one individual is accorded Main Writing Credit, the Associate shall adjust proportionately the size of the lettering so that the names shall appear in lettering the height and width of which shall be on the following scale, 2 credits 150%, 3 credits 200%, of the lettering used for the Producer or Director as the case may be.

(e) Subject to the provisions of Clause 4 (a) (i) hereof:

(i) The Main Writing Credit card shall appear on the screen next to the Producer's card (or the Producers' cards if there is more than one) when such card appears next to the Director's card.

(ii) In any other case the Main Writing Credit card shall appear next to the Director's card.

(f) The Main Writing Credit card shall only include credits and material directly concerned with such credits as are specified in (a) - (d) above. It may not include e.g. the disclaimer.

(g) Subject to any waiver under Clause 3 hereof, the Associate shall accord credits as specified in (a) - (d) above on

(i) The negative of the film as delivered to the Distributor

(ii) The positive copy or copies of the Film made by the Associate for the press and trade shows and the first run of the film.

#### CLAUSE 7 - CREDITS IN ADVERTISING AND PUBLICITY

(a) A Writer accorded a Main Writing Credit and who has not waived his entitlement under Clause 3 hereof, shall be given credit on all paid advertising relating to the film whenever:

(i) Credit is accorded to the Director and

(ii) Such advertising is issued by or is under the direct control of the Associate.

(b) Where there is a single Writer the credit shall be of the same size as the Director's credit.

(c) Where there are multiple Writers, their names shall occupy an area not less than that occupied by the Director's credit.

(d) Advertising and Publicity in the context of this clause shall include all handouts, fact sheets, information folders and invitations relating to the film issued by or under the direct control of the Associate.

(e) Nothing contained in sub-clauses (a) - (d) above shall apply to:-

(i) Group or list advertising e.g. where more than one film is advertised.

(ii) So called 'teaser' advertising.

(iii) Advertisements less than ten column inches.

(iv) Trailer advertising.

(v) Advertising on radio and television.

(vi) Special advertising or publicity relating to any individuals such as, but without limitation.

A. Authors of or persons connected with source material.

B. Producers and Directors.

C. Members of the cast.

PROVIDED ALWAYS that if any of the forms of advertising listed in (e) (i) to (v) above includes the name of the Director, a Writer entitled to a sole main Writing Credit shall be accorded an equivalent credit.

#### CLAUSE 8 - MAIN WRITING CREDITS IN ADVANCE ADVERTISING OR PUBLICITY

In any advertising or publicity issued by the Associate prior to the final determination of main Writing Credits, the Associate may include such credit

as the Associate may in good faith believe to be a fair and truthful statement of the authorship of the Screenplay.

#### CLAUSE 9 - PRODUCTION CREDITS

References contained herein to the credit accorded to the Director of the Film are limited to the Director's credit as Director and do not extend to any 'production' or 'presentation' credit which may be accorded to him.

#### CLAUSE 10 - NOTIFICATION OF CREDITS TO WRITERS AND TO THE GUILD

(a) Not later than 14 days after the completion of principal photography of the Film (or as soon as possible thereafter if circumstances make despatch within 14 days impracticable) the Associate shall send by Registered Post or recorded delivery a draft of the proposed Main and Subsidiary Writing Credits, prepared in good faith and to the best of the Associate's information and belief in accordance with the provisions of Clause 4, 5 and 6 hereof to:

(i) The Guild

(ii) Every person who has been engaged by the Associate to contribute to the Screenplay.

(iii) Every person who, to the knowledge of the Associate, has been similarly engaged by any predecessor of the Associate.

(b) Such drafts shall be sent to the last known addresses of the persons concerned or to their duly authorised representatives.

(c) If within 14 days of the date of despatch of such drafts no objection is received by the Associate from the Guild or from any of the persons to whom the draft has been sent the credits as set forth by the Associate shall become final and binding on all parties.

#### CLAUSE 11 - ARBITRATION IN THE EVENT OF OBJECTIONS TO PROPOSED CREDITS.

If a written objection is received within 14 days by the Associate from the Guild or from any other person(s), all the parties concerned shall endeavour to resolve the problem amongst themselves. In the event that the problem is not resolved within 10 days of the receipt of such objection it shall be referred to arbitration as follows:

(a) The Guild shall forthwith appoint three Arbitrators to adjudicate on the objection.

(b) Within 7 days of the reference of the objection to arbitration, the Associate shall

- (i) Deliver to the Guild three legible copies of all treatments, scripts or other relevant written contributions which he may have in his possession
  - (ii) Notify the Guild of any other relevant material of which he has knowledge but of which he has no copies.
  - (iii) Co-operate with the Arbitrators to the maximum extent in providing any additional information which may be required, including providing a copy of the cutting continuity if it is available.
- (c) All representations to the Arbitrators from any of the parties concerned shall in the first instance be in writing and the Arbitrators shall have the power to call any of the parties as witnesses and, on application from any of the parties, must give them an opportunity of presenting further evidence.
- (d) Within 21 days of receipt by the Guild of all the material referred to in sub-clause 11 (b) (i) (ii) and (iii) above, the Arbitrators shall deliver their decision in writing to the Associate and to the Guild and the Guild shall notify the other persons concerned.
- (e) The decision of the Arbitrators, or of the majority of them, shall be final and binding on all the parties concerned provided always that if the Arbitrators fail to communicate their decision to the Associate and to the Guild within the aforesaid period of 21 days, the credits, as proposed by the Associate in accordance with Clause 10 of this Agreement shall become final and binding on all parties.
- (f) The decision of the Arbitrators may be published in such media as the Guild may determine.

#### CLAUSE 12 - ASSIGNMENT OF ASSOCIATE'S OBLIGATIONS.

If the Associate enters into any contract dealing with any work for which a Writer is or may become entitled to credit under the terms of this Agreement the Associate shall obtain an undertaking from the other contracting party or parties to assume and perform all the obligations of the Associate under the provisions of this Agreement in relation to the production and/or distribution of any film based on the said work.

#### CLAUSE 13 - ASSIGNMENT OF OTHER RIGHTS.

in the case of an assignment of rights for the publication of:

- (i) A narrative version of a film (exceeding 10,000 words in length) OR
- (ii) A novelised version of a film OR
- (iii) An exploitation of a Screenplay 'live' or by adaptation on television or radio of more than 20 minutes duration.



The Writer shall be accorded an editorial, visual or oral credit, as the case may be, for his authorship of the Screenplay.

#### CLAUSE 14 - FORM OF UNDERTAKING TO RELIEVE THE ASSOCIATE OF HIS OBLIGATION

If the Associate, in respect of any of the obligations to the Writer under Clauses 12 and 13 above, obtains a signed copy of an undertaking from the third party in the form prescribed at Appendix A to this Agreement, and delivers such undertaking to the Writer, the Associate shall have complied with his obligations hereunder and shall not thereafter be liable for any breach of this Agreement by any third party.

#### CLAUSE 15 - BREACHES OF AGREEMENT

No inadvertent breach of the terms of this Agreement shall be deemed a breach of this Agreement by the Associate PROVIDED THAT the Associate will use his best endeavour to prevent any further breach after the receipt of written notice specifying details of the alleged breach.

#### CLAUSE 16 - REPLACES EARLIER AGREEMENT

This Agreement shall:-

(a) be substituted for the Screenwriting Credits Agreement dated 1st December 1969 between the Film Production Association of Great Britain and the Writers' Guild of Great Britain (hereinafter called "the 1969 Agreement") and have effect in respect of any contract between an Associate and a Writer entered into after the date hereof except in the circumstances mentioned in Clause 17 hereof:

(b) continue for a period of 5 years from the date hereof and thereafter until the expiry of three calendar months' notice in writing to cancel or modify its terms given by either party to the other.

#### CLAUSE 17 - NON APPLICATION OF THE AGREEMENT AND OTHER AGREEMENTS

It is accepted by the parties to this Agreement that a Writer may be contracted in circumstances in which it would be impracticable to apply its provisions. In particular, these circumstances would apply to:

(a) A foreign Writer who is primarily subject to the provisions of an agreement to which the Association is not a party.

(b) A British writer who may by virtue of the country in which he is working, find himself temporarily subject to an agreement particular to that country.

In such event:

(i) The Associate shall inform the Guild and, whenever possible, send a draft of the proposed credits to the Guild for information AND

(ii) If there is an Arbitration, the Arbitrators may take into account the provisions of any Agreement which the Guild may have with any foreign association of Writers.

(iii) All source material shall be available to the Guild in the event of an Arbitration.

#### CLAUSE 18 - CONTRACTS SIGNED BEFORE THIS AGREEMENT.

Where the contract of any Writer who has contributed to a Screenplay:

(a) was entered into before the date hereof, and

(b) incorporates the terms of the 1969 Agreement without any provision for substitution or modification thereof by any Agreement substituted for the 1969 Agreement,

the terms of the 1969 Agreement shall apply to all Writers who have contributed to the writing of that Screenplay, irrespective of the date of their engagement.

#### CLAUSE 19 - CONCILIATION

(a) In any question of dispute or interpretation of this Agreement, the Associate or the Writer shall be entitled to refer such dispute to a Standing Joint Committee, which shall consist of three members of the Association and three members of the Guild.

(b) Should the six members of the Standing Joint Committee fail to reach agreement on any matter referred to them and either party wishes to pursue the matter the Association and the Guild shall arrange for the Committee to meet under any Independent Chairman who shall have power to make an award binding on both parties.

#### APPENDIX A

##### STANDARD LETTER FOR CREDIT ASSIGNMENT TO A THIRD PARTY

Letter to be sent to a Writer by the Third Party as provided in Clause 14.

Dear

This is to advise you that a contract has been concluded with

(name of Associate)\_\_\_\_\_

for rights in the use of (name of work or film)\_\_\_\_\_

and in consideration of the sum of twenty-five pence paid by you, the receipt of which is hereby acknowledged, we hereby undertake to comply with the provisions of the Screenwriting Credits Agreement dated \_\_\_\_\_ between the Film Production Association of Great Britain and the Writers' Guild of Great Britain so far as the same apply to any use which we may hereafter make of the above work.

Yours faithfully,