**Introduction to collaboration agreements**

A collaboration agreement is recommended by WGGB for situations where multiple artists / writers / musicians are working together to create a new piece of work.

A collaboration agreement is a legally binding document and should be approached carefully and methodically. Ideally, an agreement should be in place before work on the piece begins but it can be introduced later if required.

WGGB recommends that you read and discuss this template at the start of the collaboration process, fill in each section as soon as you can and then get all parties to sign as soon as the roles become clear. You can always go back and amend as necessary.

This template has been designed with devised /collaborative work in mind. A template specifically dealing with Musical Theatre is also available [here](https://writersguild.org.uk/wp-content/uploads/2024/08/Musical-Theatre-Model-Collaboration-Agreement.docx).

**Notes on the template**

The following notes have been designed to clarify any variations that might occur or encourage the potential parties to think carefully about how they might wish to deal with a given situation that differs from that envisaged by the document.

**Contracting Parties**

It might be the case that one party is contributing to more than one area, say text, performance, direction etc. It is important that their responsibilities are clearly stated in the contract so that when the shares of income from the exploitation of the various elements are defined, they accurately reflect each individual’s contribution.

**Copyright**

The default legal position on copyright when working collaboratively is set out in the guidance document *Devised and collaborative theatre* (see the resources section of www.writersguild.org.uk). The options set out below correspond to the models identified in that guidance. Before completing this section, all parties should have an understanding of the implications of agreeing to a model that grants an interest to other parties that would otherwise have no claim to the work. If in doubt, members should contact WGGB to discuss.

**Warranty**

Please note that if it is intended to adapt an existing work to create the new work, such as a novel or a film, then it is incumbent upon the collaborators to check whether such work (usually called the Underlying Material / Work) is still in copyright. If it is, then they must apply for permission to make the adaptation from the current rights holder.

It is strongly advised not to embark on any adaptation without having first obtained the necessary rights. Obtaining permission can be a lengthy process, especially if the author is deceased and the rights are controlled by an estate or trust or a film company.

The collaborators should also be clear as to which of them is responsible for this research and who will pay for any options that are relevant, unless they are being commissioned by a producer, who has acquired the underlying rights.

**Collaboration / Development Period**

The length of the collaboration period will be dictated by the writers’ own assessment of how long it will take to work on the piece, depending on their other commitments, process etc. This period can of course be subsequently extended by mutual agreement (although there should always be a specific cut-off date in the event of any extension).

The length of the development period should take account of the time taken by producers to assess material, for workshops to be set up and rehearsed, for producers then to make decisions about whether they wish to commit to a full production. This could be anything from 2-5 years.

**Agents**

It may be the case that more than one of the contributors has an agent, in which case the choice of who acts for the work will have to be by mutual agreement, or it may be that several agents work together on it. In this case, the Writers need to be clear as to what commission is being charged to whom. Also, if any of the writers already has a contract with a music publisher, this will need to be taken into account in the context of an agent representing the work, as the music publisher may already control certain rights.

**Consents – voting**

It is important to decide whether and how decisions relating to the work should be made and this may depend on who in the process will retain copyright and/or how that copyright is shared.

Where decisions are to be made by voting (rather than consensus or individual decision makers) thought should be given to whether a majority is sufficient or whether unanimity should be required.

**Textual alterations and omissions**

Once again it is important for the parties to be clear between themselves how they agree any changes which they make to the work. This is most relevant once you are in a development or production situation and changes are being requested by third parties.

**Approvals**

This specifically applies to approvals of personnel engaged for a production. You might also want to add for completeness’ sake how decisions are made about choice of director, choreographer, etc.

**Withdrawal or rejection of a collaborator**

This deals with the process by which one or more of the parties can be dropped from or leave the project. Once again this is only a suggested structure, and you may wish to put in alternative terms. Be aware here also of the implications that having an underlying property might have on the ability of a rejected collaborator to use their material elsewhere. You would need to agree very specifically with what happens in that eventuality.

**Termination & future use of work**

Be aware of the implications of an underlying property on the provisions of this clause.

**Credits**

The credits obviously need to be varied according to who has written what.

**Death/incapacity**

Although difficult, it is always worth being prepared for difficult situations such as the death of one of the parties to the agreement or the end of their participation due to severe illness and/or incapacity.

You will need to think about the extent to which the remaining parties are able to include an incapacitated party (or their successors in the case of a death) in future decisions about the work. Also, issues relating to billing and share of income will come into play if you need to replace a party to the agreement.

Here follows a sample clause which might be used for reference:

“In the event of the death of any of the parties [or significant incapacitation which makes practical future participation by such party impossible] during the term of this agreement, then the remaining parties shall have the sole right to change the Work (including, without limitation, those elements of it created by the deceased [or by the incapacitated party] ) or to select others in accordance with clause 10 to make such changes, and to negotiate and contract with regard to the Work, and all agreements with respect to the Work shall require the signatures of the surviving parties, but shall not require the signature of the successor in title or legal representatives of the deceased or incapacitated party. Notwithstanding the foregoing, the surviving parties shall not change or otherwise decrease the compensation due to such deceased [or incapacitated] person under this agreement, or the billing accorded to them, without the prior written consent of such deceased party’s successor in title or legal representative. The surviving parties shall cause to be paid to the successor in title or legal representatives of the deceased [or incapacitated party] all amounts provided for in this agreement, and shall furnish copies of all agreements or other documents pertaining to such exploitation of the Work to the successor in title or legal representative of the deceased. In the event that all parties to this agreement are deceased [or incapacitated], all transactions with respect to the Work may be entered into by the legal representatives or successors in title of the parties to this agreement to the same extent and as though they were the parties to this agreement.”

**DISCLAIMER**

The information and materials contained in this model agreement and accompanying documents do not constitute specific advice and WGGB does not accept any responsibility for any loss which may arise from reliance on such information/materials.

No guarantee is given as to the accuracy and/or completeness of the information/materials contained in these pages and WGGB does not warrant that this model agreement or their contents or the website on which they appear or any hypertext links are virus-free or uncontaminated.

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**Model collaboration agreement.**

THIS AGREEMENT is made the [insert date]

BETWEEN

[Name of Party 1] of [address], and [Name of Party 2] of [address] and [Name of Party 3] of [address]

The collaborators are also jointly referred to in this agreement as “the Parties”

WHEREAS each of the parties to this agreement has collaborated in, or wishes to collaborate in, the writing of a work presently entitled [insert title] – (“the Work”);

The parties agree that they will contribute to the work as follows:

* Party 1 [Name] [role]
* Party 2 [Name] [role]
* Party 3 [Name] [role]

NOW IT IS HEREBY AGREED AS FOLLOWS:

**1. WARRANTY**

Each of the parties to this agreement represents and warrants to the other parties, but only as to his or her own contribution, that:

1. Each shall, to the degree it has not been completed on the date of this agreement, undertake to write and complete the Work;
2. In executing this agreement, each has the capacity and full authority to enter into this agreement, that all of the material each has provided and will provide for the Work is and will be original to such party and has not been adapted or derived from any other source [except to the extent such material is adapted or derived from material which is in the public domain],
3. Any pre-existing material (ie. Underlying work) which is provided by one or more parties and used in the collaboration is cleared for use.
4. Any material or adapted from material which requires or may require the permission of any other person or entity has been cleared for use or will be cleared for use before work will begin.
5. Each has not made and will not make any undertaking or agreement with any third person or entity in connection with any material which they are contributing to the work, other than as may be specifically permitted in this agreement; and
6. To the best of their knowledge, there is and will be no claim, lien or encumbrance by any third party on his or her contribution including, without limitation, any claim of joint authorship (subject to any rights required by membership of the Performing Rights Society).

**2. COPYRIGHT –** Before completing this section please ensure all parties to the agreement have read the Guidance note - COPYRIGHT in the introduction to this agreement.

[SELECT **ONE** OF THE FOLLOWING]

a) Copyright in the Work shall be held solely/jointly\* by [insert name/s] who will write the script.

**OR**

b) Copyright in the entire work shall be jointly held by all parties named above. Rights shall be granted in the works, subject to clause 8, below, and each party agrees to exercise his/her right of approval in a reasonable and expeditious manner with due regard for the views of the other parties.

OR

c) Copyright in the following separate elements of the Work shall be held by the writers who created them. Rights shall be granted in the works, subject to clause 8, below, and each party agrees to exercise his/her right of approval in a reasonable and expeditious manner with due regard for the views of the other parties.

Where copyright in separate elements are to be retained, they should be detailed here:

Example:

Party 1 = Character – “Mrs Smith”,

Party 2 = Music & Lyrics to the song “Bluebird”

**3. COLLABORATION/DEVELOPMENT PERIOD**

The parties to this agreement agree, from the date of signature of this agreement, to collaborate for a minimum period of [XX] months up to a maximum period of [XX] months (“Collaboration Period’) in order to complete the Work to all the parties’ mutual satisfaction.

a) Within [XX] months of the end of Collaboration Period all parties have the option to agree a Development Period of [XX} months to pursue the possibilities for production.

b) In the event that all parties have failed to agree a Development Period within the agreed time in clause 3a, this agreement shall be terminated automatically. If no production has been obtained within the agreed Development Period, then this agreement shall be terminated automatically on expiry of the Development Period. At the termination of this agreement the provisions of clause 12 shall apply.

**4. AGENTS**

The parties to this agreement hereby appoint [XX] as the sole agent to

act on their behalf to negotiate all contracts in connection with all exploitation of the Work. [AGENT] shall be entitled to deduct [X] % commission from all gross receipts accruing to the parties to this agreement from the exploitation of the Work in all media now known or hereinafter to be devised.

**5. STAGE PERFORMANCE RIGHTS**

All monies accruing in respect of stage performances of the Work anywhere in the world in the English Language whether professional or amateur, or for the cast album, or from exploitation of theatrical film, terrestrial, satellite, cable or digital television, video or radio shall be divided in the ratio

Collabrator 1 [X] %

Collabroator 2 [X] %

Collabroator 3 [X] %

**6. PUBLICATION**

Any monies accruing in respect of the following forms of publication shall be divided as described below:

Collabrator 1 [X] %

Collabroator 2 [X] %

Collabroator 3 [X] %

**7. CONSENT - VOTING**

Wherever the approval or consent of the Writers is required or permitted the following process shall apply:

[CHOOSE ONE OF THE FOLLOWING]

a) [Insert name/s] shall be empowered to make the decision on behalf of the group

**OR**

b) the Writers of the Work shall each have a separate vote, with a majority required for all decisions. All contracts for the production, presentation or publication of the Work, or the disposition of all rights connected with the Work, shall require the signature of a majority of the parties to this agreement.

**OR**

c) the Writers of the Work shall each have a separate vote, with unanimity required for all decisions. All contracts for the production, presentation or publication of the Work, or the disposition of all rights connected with the Work, shall require the signature of all the parties to this agreement.

**8. TEXTUAL ALTERATIONS AND OMISSIONS**

Decisions regarding any alterations, omissions or additions to the Work shall be decided by a process whereby: [CHOOSE ONE OF THE FOLLOWING]

a) [insert name/s] shall be empowered to make the decision on behalf of the group

**OR**

b) the Writers of the Work shall each have a separate vote, with a majority required for all decisions. All contracts for the production, presentation or publication of the Work, or the disposition of all rights connected with the Work, shall require the signature of a majority of the parties to this agreement.

**OR**

c) the Writers of the Work shall each have a separate vote, with unanimity required for all decisions. All contracts for the production, presentation or publication of the Work, or the disposition of all rights connected with the Work, shall require the signature of all the parties to this agreement.

**9. CONSULTATION AND DECISIONS**

Each party to this agreement shall be given equal opportunity to be consulted, informed and involved in all discussions and negotiations relating to the Work, its development and exploitation, as well as with respect to any and all rights in the Work. Each of the persons constituting the Writers agrees to use all reasonable efforts and to act in good faith, and in cooperation with each other, in order to exploit the Work for all purposes.

**10 ADDITIONAL COLLABORATORS**

10(a) In the event all the parties agree to add another party as a party, each such additional person shall be deemed a party to this agreement for all purposes upon signing an additional signature page to this agreement with the written consent of all the then current parties to this agreement. Such additional party shall not be entitled to any monies received prior to such signature in connection with the Work unless specifically set forth on such signature page.

10(b) The Writers will negotiate in good faith with any additional contributor the alteration of any relevant terms in this agreement including but not limited to billing and share of income. Arrangements agreed in respect of royalty splits and billing and any other relevant matters should be set out on the additional signature page referred to in 12(a) taking into account any other applicable agreements (see below).

**11. WITHDRAWAL OR REMOVAL OF A PARTY TO THIS AGREEMENT**

a) Where a party wishes to **withdraw** from the project they may choose to:

1. terminate the agreement (see below) or
2. subject to good faith negotiation, licence or assign their rights to the work to the other parties

b) A party will be **required to leave** the project following the unanimous / majority [please delete one] decision of the remaining parties.

c) Where a party is to be **removed**, a written notice signed by all/ the majority [please delete one] of the remaining parties must be sent to that party as per the notice clause below.

d) Where the removed party holds sole copyright in the materials produced the other writers shall have no claim or right to any of the material within the work or produced during the development period, unless, subject to good faith negotiation, the rights holder agrees to licence or assign their rights to the work to the other writers. Any agreement must include provisions for appropriate credit.

e) Where the removed party retains copyright in the content they have individually contributed, all rights in those individual components, be they characters, book, music or lyrics etc, shall respectively revert in full to the copyright owner, free and clear of any claims or rights of the others. The other writers shall have no further claim or right to any of that material unless the removed party, subject to good faith negotiation, agrees to licence or assign their rights to the work to the other parties. Any agreement must include provisions for appropriate credit.

f) Where the removed party has contributed to work where copyright is jointly held, it is agreed and understood that the work produced up to the point of termination will remain the joint property of all parties and may not be used, sold or licensed to any third party without the express written agreement of all parties. The removed party may, subject to good faith negotiation, agree to licence or assign their rights to the work to the other parties. Such agreement must include provisions for appropriate credit.

**12 TERMINATION**

a) Where it has been agreed that the copyright in the work is held by x alone, X may terminate this agreement with immediate effect. On termination of this agreement, no party other than X shall have a claim or right to any of the material within the work or produced during the development period.

b) Where it has been agreed that each party will retain copyright in the content they have individually contributed, any party may choose to terminate this agreement. In the event of such decision, this agreement shall immediately terminate and shall be of no further force or effect whatsoever and all rights in the individual components be they characters, book, music or lyrics shall respectively revert in full to its respective copyright owner free and clear of any claims or rights of the others. Subject to the foregoing, each may deal with his or her own contribution without accounting to the other parties.

c) Where it has been agreed that the copyright in the work is jointly held, any of the parties may terminate this agreement. In the event of such termination, it is understood that the work produced up to the point of termination will remain the joint property of all parties and may not be used, sold or licensed to any third party without the express written agreement of all parties.

**13 CREDIT**

a) Authorship credit for the Work shall be as follows:

[Name] [Role]

[Name] [Role]

[Name] [Role]

OR some other such credits as agreed by the writers

b) The names of each of the parties shall, in each instance, be in the same type size and prominence in all respects. In no event shall any contract dealing with the Work provide that the name of any one of the relevant parties may appear without the name of the other.

**14 NOTICES**

All notices to any party shall be in writing and given by email, personal delivery, pre-paid registered or recorded delivery post, and shall be deemed given when so personally delivered or received, and shall be given in each case to all parties to this agreement. Notices by mail shall be addressed to each party’s address as given above, or to such other address as such party may later specify by notice duly given.

**15 ENTIRE AGREEMENT**

This is the entire agreement between the parties. This agreement shall not be amended, modified or supplemented except by a written agreement signed by all the parties.

**16 ASSIGNMENT**

No party shall assign this agreement or its rights arising under this agreement [other than any rights to net receipts], without the prior written consent of the other parties.

**17 BINDING AGREEMENT**

This agreement shall be binding on the parties to this agreement and on their executors, administrators, personal representatives, successors and assigns.

**18 PARTNERSHIP STATUS**

Nothing in this agreement is intended to establish whether the parties to this agreement are in a formal partnership as defined in Section 1 of the Partnership Act of 1890

**18 ENGLISH LAW**

This agreement shall be governed by, interpreted and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the English courts.

AGREED AND ACCEPTED

SIGNED BY:

Party 1

Party 2

Party 3

**DISCLAIMER**

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