

# Devised and collaborative theatre – a guide

**How it works when more  
than one person is the  
author - devised work,  
musicals, opera and  
more**

**[www.writersguild.org.uk](http://www.writersguild.org.uk)**

# Contents

Introduction	3
Who counts as a writer?	3
Common writing models in theatre	4
Choosing a model	7
Multiple writers – fees	8
Collaboration agreements	8
Copyright within collaboration	9
Underlying rights	10
Joint authorship	10
Co-authorship	11
Assigning rights to a single entity	11
Common misunderstandings – contributions, copyright and performance rights	13
Common mistakes	14
Irreconcilable differences – the consequences	15
Further reading	16

# Introduction

Theatre is a collaborative medium, with each creative – whether they be a playwright, an actor, a director, a designer or another role – playing an integral part in bringing both material and production together. This is particularly true for devised theatre, where many people may be taking on multiple roles, and it may not be obvious who the writer is, or if there is a writer at all.

The Writers' Guild of Great Britain (WGGB) is aware that the nature of devising can leave people confused about their rights. We hope that these guidelines will clarify how to navigate devising processes, how copyright works with multiple authors, and how to design strong collaboration agreements.

If you are a Writers' Guild member and you need further advice as to a particular collaboration or project that you are engaged in, please email [casework@writersguild.org.uk](mailto:casework@writersguild.org.uk) or phone our office on 0207 833 0777.

## Who counts as a writer?

Devised work **is** included in all of the WGGB collective agreements with 'writer' being defined as follows:

### **TNC AGREEMENT:**

*a freelance writer of a commissioned play, a freelance writer of a non-commissioned play (including a writer in residence under a separate agreement), a Translator, an adaptor, a writer creating a version of a foreign work (from a literal translation), **a co-writer, a writer of a play created wholly or partly by improvisation**, a lyricist, a writer of the book of a musical, a librettist or any combination of the foregoing and may additionally include a composer*

## UK THEATRE:

*freelance writer of a commissioned play, freelance writer of a non-commissioned play (including a writer resident under a separate Contract), translator (but not a literal translator whose work is not contracted for performance), adaptor, **co-writers, writer of a play created wholly or partly by improvisation**, composer, lyricist, writer of the book of a musical, librettist or any other combination of the foregoing.*

## ITC AGREEMENT:

*The author of a work as defined by Section 9 of the Copyright Designs and Patents Act 1988. This shall include a freelance commissioned Writer, or a freelance non-commissioned Writer presenting an existing unperformed script to the Manager, a translator, adaptor, **co-writer, writer of a Play created wholly or partly by improvisation or devising**, lyricist, writer of a book or a musical, librettist; or any combination of these.*

If the work you are in engaged in does not come under one of our agreements, we still recommend that you apply these definitions to your work.

# Common writing models in theatre

## SCRIPTWRITING

A draft of a script is written, then brought into a development process, then taken away to be rewritten. The playwright/s are usually already established, and everyone else is simply helping them to develop their work. **This is the traditional process of a single-voice playwright, and they own the complete copyright in the script. Actors, directors or dramaturgs supporting the process do not have copyright and do not get a writing credit.**

## DEVISING

This is a 'catch all' term used to describe a number of different models of theatre-making. Further clarification on the nature of the individual devising process is required due to the differing copyright and payment implications.

Many of these processes start in a similar way, but then diverge.

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Most processes start with a group of practitioners spending time developing a performed response to an initial idea or proposal. Many possibilities are explored, and a narrative/shape begins to emerge. Following this, the group usually adopts one of the following models:

### Model 1

One specific participant is agreed to be best placed to take away all of the ideas proposed and explored during devising, make all the authorial choices, and write a script. Even if the devising process continues for a while, this person is now identified as solely authoring the work. **Despite the start point, this follows the traditional process of a single-voice author. Unless otherwise agreed via a collaboration agreement, the person producing the script will own the complete copyright in the script.**

### Model 2

The group operates as a collective in working towards a final performance 'text'. Nothing is included or excluded without consensus, and, **unless otherwise agreed via a collaboration agreement, everyone who has made an original contribution shares the copyright in the work created – though proportions may vary.**

#### Model 2a

Contributions are 'blended' in such a way that individual elements could not be extracted. The work as a whole is fixed in a way that it *could* be produced by someone else in future without needing to involve any of the original contributors.

#### Model 2b

Contributions are 'blended' in such a way that individual elements could not be extracted. The work either in part or entirety contains elements (such as improvisation) which mean it could not be produced by someone else in future without needing to involve any of the original contributors.

### Model 3

The group operates to bring together individual contributions to create a final performance 'text'. Nothing is included or excluded without consensus, and **unless otherwise agreed via a collaboration agreement, everyone has copyright in their individual contributions.**

#### Model 3a

Contributions are distinct and can be attributed to named individuals and/or separated from the piece (specific characters or elements such as music or lyrics). The work as a whole is fixed in a way that it *could* be produced by someone else in future without needing to involve any of the original contributors.

#### Model 3b

Contributions are distinct and can be attributed to named individuals and/or separated from the piece (specific characters or elements such as music or lyrics). The work either in part or entirety contains elements (such as improvisation) which mean it could not be produced by someone else in future without needing to involve any of the original contributors.

### Model 4

A writer or writers create an interactive or immersive experience in which the audience/participants also play a part.

For example: a story world is created, within which participants are then invited to create and play their own characters. In this instance, the participant is the creator of their own character, and they insert them into the setting provided. There might be some characters already included with the world to help bring it to life. Participants are free to have their character engage with those existing characters if they wish. **Anything created by the authors of the story world remains the copyright of the authors, unless otherwise agreed via a collaboration agreement.**

## Choosing a model

There is no 'right' model for producing work. What is important is that all parties involved in a project understand their role from the start.

**WGGB recommends that any group of theatre makers considering a collaborative piece of work agree on the model *before* starting work and in particular, decide the following:**

- **Who** has ultimate creative control of the process?
- **How** will decisions be made within the group?
- **Who** will own what?
- **How** will each person be credited? Will anyone have a more prominent credit?
- **How** will decisions be made about the usage and future usage of the work? Do they need to be made collectively, or is one person able to make decisions on the group's behalf? Who will that person be? For how long will that be the case?
- **What** will you do if there is a disagreement? What processes are there for mediation or resolution?
- **How** long will your collaboration last?
- **What** will happen if you stop working together, or if someone leaves the process halfway through?

## Multiple writers - fees

When more than one person is involved in the production of a script, the total fee and royalties are divided between them. The balance of that division may differ depending on the relative level of contribution each writer has made to the script. This can be a contentious issue, which is **why we recommend that division of fees and royalties should be set out in a collaboration agreement between all parties** (see below).

## Collaboration agreements

A collaboration agreement is a binding contract between collaborators that sets out their agreed method of working, decision making, copyright and financial arrangements.

Such agreements help avoid disputes later in the process and provide clarity in each situation.

A good collaboration agreement will detail:

- The names and roles of all collaborators (writer, actor, composer, lyricist etc)
- The name and expected duration of the project or collaboration
- The decision-making process that will be in place (eg majority vote, consensus, separate areas of responsibility)
- Who owns copyright and in what share
- How fees and royalties will be divided
- The credits (including prominence) for each party
- The process to follow for future use of the work
- A process for resolving disputes

You can find template collaboration agreements here:

**For devised and co-written work**

**For musical theatre**



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Remember that agreements can be amended. If the work starts to develop in an unexpected way, revise the agreement. Waiting until after a process and then trying to define what happened in that process can be an impossible task, not least because it is far more difficult to be objective about something you have already subjectively experienced.

## Copyright within collaboration

**When engaged in a devised or collaborative process, it is important to understand who owns what in terms of the work's copyright.**

In its most basic legal definition, copyright is the right to control a piece of creative work. UK law automatically assigns copyright to the creator/s (legally known as 'the author/s') of any piece of literary, dramatic, musical or artistic material. The way in which that happens is the key to the ownership of copyright, and clarity of roles within the creative process.

In order to be legally protected by copyright, a piece of creative work needs to be in a fixed and original form.

**Fixed** means that the work exists materially, either as a written document, a sound or video recording, or a digital file.

**Original** means that the work's origin can be traced to a creator. It does not mean that the work must be completely novel, but that the work cannot have been copied from another source. Some skill, labour and/or judgement must have been involved in the creation of the work – and some creative choices must have been exercised.

Single-voice playwrights will generally write a script which is in a fixed form and originates from their authorial choices, and therefore are the sole copyright holders. In devising, this may be more complex, as there may be multiple people involved in creating the work, from a variety of disciplines.

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## Underlying rights

If the idea you're developing contains underlying rights (eg a novel is chosen to be adapted), a legal agreement must be made with the owner of the underlying rights (eg the novelist) for the right to develop an adaptation. This agreement can be between the author/s or the producer. Where the producer makes this agreement, authors should be aware of any aspect of their agreement with the producer which gives them licence to replace the authors during the process.

## Joint authorship

If you write a piece of work with somebody else, or with multiple people, then legally you are either a joint author or a co-author of the work.

The Copyright, Designs and Patents Act of 1988 defines joint authorship as, “a work produced by the collaboration of two or more authors in which the contribution of each author is not distinct from that of the other author or authors.”

**Model 2 (on page 5) is an example of joint authorship.**

Going into a devising process intending to work equally, or even not knowing how the work will be shared and being open to exploring that, means you are beginning with an assumption of joint authorship.

It's important to be flexible and responsive to the way the process may develop and change as you go along. Legally, it isn't about what you intended, but about what actually happens in the authoring of the work.

If distinct areas of authoring begin to be evident, then a co-authoring collaboration agreement should be developed to represent the division of authorship.

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## Co-authorship

The Act defines co-authorship as, “a work produced by the collaboration of the author of a musical work and the author of a literary work where the two works are created in order to be used together.” For example, an opera librettist and composer are regarded as co-authors: one creates a score, the other a libretto, and the two are used together.

Although the Act only refers to distinct literary and musical contributions, co-authorship can be viewed as any collaboration where multiple people make distinct authorial contributions of any kind of material to the whole.

### **Models 3 and 4 (on page 6) are examples of co-authorship**

During co-authorship, if a member of the authorial group wishes to, they can typically extract their contributions from the whole wherever those contributions can clearly be distinguished from the rest.

## Assigning rights to a single entity

Merged copyright can exist between collaborators and this can sometimes include owners of underlying rights. It can also exist between authors and producers if the producer has, for example, the rights to adapt the source material. Essentially, rights holders assign their rights to an entity which then owns the copyright, and participants own a proportionate share of that entity. **WGGB recommends that writers seek professional advice before any commitment is made to a merger arrangement.**

## Defining percentage contributions

In general, intellectual property that is created through joint authorship is split evenly between the authors. Intellectual property that is created through co-authorship is split proportionately between contributions. Knowing these percentages – and agreeing them – is important when considering how things like fees and royalties will be split.

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Percentage shares can be defined at the end of a process by reflecting on the way the process actually went, but ideally, roles and percentages are decided before the process begins, so everyone has a clear intention going in.

**Co-authorship percentages should *not* be defined by an individual's level of career experience, but their contribution to the work.**

Ways to assess varying percentages of authorship can include:

### **Volume**

Looking at the amount of content each party has contributed.

Example: in a devising process, a poet joins the group of authors solely to craft a single poetic moment in the work, and does no authoring of the rest of the material. In this scenario, the poet might have a smaller percentage share of the work than those who had authorial choice over the whole work.

### **Type of content**

Assessing different craft skills (music, lyrics, dance etc)

Example: when writing a musical, a bookwriter, composer and lyricist can share authorship in thirds.

### **Impact**

Considering the impact of a contribution to the overall project.

Example: the contribution of the main narrative or a significant sub-narrative.

### **Structure**

Structural sections of the work

Example: for an immersive piece, an author creates a story world and situation, then invites others to author characters and journeys within that world and situation. Participants retain copyright of their own characters whilst the author retains copyright over the world and situation they've created.

The WGGB advocates that every author is entitled to a fair share of copyright. If you are unsure, WGGB members can contact the casework team for further advice. Email [casework@writersguild.org.uk](mailto:casework@writersguild.org.uk)

## Common misunderstandings - contributions, copyright and performance rights

**Not everyone who contributes to the development or performance of a piece of work will have copyright. WGGB recommends a number of measures to reduce confusion.**

### **Example a)**

A community group may offer stories and testimonies from which a script will be developed, but the author/s will choose which stories to include, and in what way.

**WGGB recommends that writers/devisers use consent forms/waivers to highlight that copyright will remain with the writer and that participants will have no say in the future use of the work. Alternatively, if the authors wish to provide payment/rights share, this should be detailed in a collaboration agreement.**

### **Example b)**

A rehearsal/workshop or performance process involves spontaneous, improvised offers and ideas from participants.

Short, ad hoc contributions are not afforded copyright protection and may be used by a writer in their work. However, if the contributions are sufficiently original and incorporated into the work, they may generate copyright.

**WGGB recommends:**

- i) That writers' contracts stipulate that all contributions from third parties will come under their copyright and be owned by them unless otherwise stated**
- ii) All workshop participants are informed of this fact in writing**
- iii) If the writers wish to grant rights to participants, this should be done via a collaboration agreement.**

### Example c)

A recording of a performance has been made and the performers are claiming payment for any future use – even though they have no copyright in the piece.

Although the performers have no copyright in the script, they do have rights in their performance of that script. Their permission needs to be sought for any future use of the recording of their performance – this does not impact on the copyright of the text.

**WGGB recommends that actors and performers are contracted under Equity contracts that will cover these rights.**

## Common mistakes

The most common mistake collaborative practitioners make is to not have an appropriate contract or collaboration agreement in place before works begins. Below are the main reasons we hear for not signing, and our responses.

### **Our collaborative partnerships are really strong – we trust each other**

If your relationships are strong, they will survive the negotiation and signing of an agreement more easily than they might survive an unexpected breakdown of communication if things go wrong. There is never a way to predict why things might go wrong, especially in a devising process. Collaboration agreements help to codify how the collaboration will work practically, providing guidance in the event of a dispute.

### **Making an agreement this early about how we work will restrict our authorial creativity and/or working process – we need freedom**

Beginning with an agreement of some kind on paper sets out your collective intentions, ensuring that all participants are on the same page about the work in which they are engaged. This can actually reinforce everyone's confidence in engaging with the process. Bear in mind that agreements can be amended at any time, so if your process seems to be evolving, you can simply revisit your agreement.

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### **This doesn't apply to how we work – we already have a unique way we do things**

Even unique processes can be examined and described. It might feel like you're losing a little magic by signing a legal document, but in our experience it's more likely that, in examining what you do, you will realise what makes the magic, and even be able to enhance it.

### **We've never had a problem working together before**

This doesn't mean there will never be problem. Relationships can change and even the best of friends can fall out. Where money is concerned, this can be particularly difficult (and costly). It's much better to prepare for any problems while relationships are good.

## **Irreconcilable differences – the consequences**

### **Sometimes a group of authors may reach a point where their collaborative relationship has broken down.**

At this point, each individual author's contributions, where they can be distinguished from joint work, might be wholly extracted, if possible. Their work might also be retained and credited solely to them.

Depending on the legal agreement, a producer may be able to overrule or even replace author/s with new ones. Careful legal agreements are an absolute must if the producer is the one holding underlying rights, and authors should avoid signing agreements that assign any copyright in their contributions to the producer.

Material that is able to be wholly extracted by an individual or group can be used elsewhere by them, unless it inextricably incorporates material that has underlying copyright ownership, eg an adaptation of a novel still in copyright.

## Further reading

You can find all these free resources on the WGGB website at

[www.writersguild.org.uk](http://www.writersguild.org.uk)

>> *Copyright – in 10 easy steps*

>> *Guidelines for theatre writers for profit-share or expenses-only productions*

>> WGGB theatre industry agreements with Independent Theatre Council,  
UK Theatre and TNC

>> *The Working Playwright: Engaging with theatres*

>> *The Working Playwright: Agreements and contracts*

>> *Musical theatre kit*

>> *Musical theatre guidelines*

>> *Model collaboration agreement - musical theatre*



## Disclaimer

The information and materials contained in these guidelines are intended as a general guide only. Nothing in these pages constitutes specific advice and the Writers' Guild of Great Britain does not accept any responsibility for any loss which may arise from reliance on such information. No guarantee is given as to the accuracy and/or completeness of the information/materials contained in these pages and the WGGB does not warrant that these guidelines or their contents or the website on which they appear or any hypertext links are virus free or uncontaminated. The WGGB advises that you should, where appropriate, always seek expert professional advice from the Writers' Guild of Great Britain or agent member of the Personal Managers' Association or a media solicitor.

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