

**WGA-PUBLIC TELEVISION**  
**FREELANCE AGREEMENT OF 2010**

Agreement (“Agreement”) made this 1<sup>st</sup> day of July 2010 by and between the Writers Guild of America, East, Inc. and Writers Guild of America, West, Inc. (referred to as “WGA” or “Guild”) and WGBH Educational Foundation, Thirteen (f/k/a Educational Broadcasting Corporation) and KCET Community Television of Southern California (referred to collectively as “Companies” and individually as “Company”)<sup>1</sup> covering terms and conditions for each Company’s respective acquisition of literary material and employment of freelance writers to prepare literary material for national and regional (as herein defined) public television programs (referred to as “programs”) effective as of the first day of the term of this Agreement. In this Agreement the Writers Guild of America 2008 Theatrical and Television Basic Agreement is referred to as “2008 MBA.” The terms and conditions of this Agreement shall be the same as those contained in the 2008 MBA except as amended and modified in this Agreement and excluding only those provisions applicable solely to theatrical motion pictures. In consideration of the mutual covenants set forth hereinafter, WGA and Companies hereby agree as follows:

**PREAMBLE**

WGA recognizes the unique character of public television as a non-profit agency, and its special responsibility to serve the American public. WGA encourages public television in its goals and missions, and offers its support towards realization of public television’s maximum potential in American life.

Companies recognize WGA jurisdiction over the areas of writing covered by this Agreement and acknowledge WGA representation of freelance writers of national and regional public television programs with respect thereto in separate bargaining units of each Company’s WGA-represented employees, respectively.

**I.**  
**DEFINITIONS**

Except as specifically set forth hereinafter, the definitions in this Agreement shall be the definitions set forth in Articles I.A. and I.C. of the 2008 MBA.

- A. The term “freelance” shall mean any employee who furnishes literary material covered by this Agreement, except staff employees furnishing literary material other than that provided for below and except employees specifically excluded elsewhere in this Agreement.
- B. The term “staff employee” shall mean a regular employee of Company who enjoys the benefits normally accorded staff employees of Company and the terms of whose

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<sup>1</sup> WGA and Companies acknowledge that WGBH Educational Foundation, Thirteen (f/k/a Educational Broadcasting Corporation) and KCET Community Television of Southern California are individual signatory producers and do not constitute a multiemployer association or a multiemployer bargaining unit. Each signatory producer maintains its right to negotiate with the WGA on behalf of itself and each shall execute this Agreement separately on behalf of itself.

engagement does not include a specifically limited employment period and does not limit Company's right to assign the employee to one or more programs or series. When staff employees or management persons furnish format or story and/or teleplay (telescript) or narration for a program other than news (as defined below), or literary material for a comedy-variety or quiz and audience participation program, regardless of whether or not produced or intended for or actually broadcast, such employees shall be deemed to be "freelance" hereunder and shall be covered by all terms and conditions hereof.

- C. "News," as that term is used herein, shall include but not be limited to, bona fide newscasts, documentary sports news, bona fide news interview programs or on the spot coverage of bona fide news events. Any dispute as to classification of a program as news shall be submitted to the Program Committee established in Article XI of this Agreement. If the Committee is unable to resolve such issue, the matter may be submitted to arbitration.
- D. The term "National Program" shall mean a public television program produced by Company and televised by more than one public television station, one of whose transmitters or main studios is located outside of the states of New York and New Jersey and which program does not meet the definition of regional program as defined in E below.
- E. The term "Regional Program" shall mean a public television program produced by Company for distribution only to station members of the specific public broadcasting regional network associated with EEN (which network currently is known as the Eastern Educational Network) or for distribution to the member stations of any one other established regional public television network such as the Eastern Educational Network (EEN), Southern Educational Communications Association (SECA), Central Educational Network (CEN), Rocky Mountain Public Broadcasting Network (RMPEN), Western Educational Network (WEN), or Pacific Mountain Network (PMN). If a "Regional Program" is at any time distributed beyond the specific regional network it shall be considered a "National Program" and all of the terms and conditions of a "National Program," including but not limited to minimum compensation, shall apply.
- F. The term "Special Interest Program" shall mean a program produced to serve the special needs and interests of a target segment of the general audience, such as economically disadvantaged ethnic or racial minorities.
- G. The term "Children's Program" shall mean a program primarily intended for viewing by children.
- H. The term "Pilot Script" shall mean a story and/or teleplay (telescript) intended to be used for the production of a pilot film for a proposed serial, episodic series or unit series setting forth the framework intended to be repeated in subsequent episodes, including the setting, theme and premise of the proposed serial or series and the central running characters. A story and/or teleplay (telescript) may be a "pilot script" whether or not there is a separate format for the proposed serial, episodic series or unit series and regardless of whether it is written for broadcast as a unit of a unit series or as a one-time

program. The foregoing definition of a pilot script may also apply to a story and/or teleplay (telescript) intended to be used for the production of a pilot film for a proposed unit series which does not have central running characters, but which story and/or teleplay (telescript) does set forth the context and continuing framework intended to be repeated in subsequent units including the central premise, theme, setting (locale, time, etc.), flavor, mood, style and attitude of the proposed series. Unless meeting the above criteria, however, a story and/or teleplay (telescript) shall not be deemed to be a "pilot script" merely by virtue of the use of the term "pilot," "prototype" or similar appellation in references by Company or others to the program for which written.

Company shall identify the script as a "pilot script" when the writer is employed. Failure to identify a script as a "pilot script" shall not in any event alter the fact that such script is nonetheless a "pilot" if it otherwise meets the definition of "pilot script" as set forth herein.

The identity of the serial, episodic series or unit series shall not be lost as a separate and distinct serial, episodic series or unit series whether maintained by Company separately or merged with another serial, episodic series or unit series or produced or broadcast under an umbrella title with other serials, episodic series or unit series.

- I. The term "Producer" includes "assistant producers" and "associate producers," and the term "Director" includes "assistant directors" and "associate directors."
- J. The term "Literary Material," as defined in Article I of the 2008 MBA, shall not include the following:
  - 1. Commentary material in connection with actual sports events coverage (however, this provision is not intended to exclude material written for documentary sports programs, sports news and sportscasts).
  - 2. Promotion and publicity material.
  - 3. Political speeches, public addresses and commemorative speeches, unless incorporated in a dramatic script.
  - 4. Religious services and sermons, except sermons incorporated in a dramatic script or written by a freelance writer otherwise covered by this Agreement in connection with the program.
  - 5. Physical culture material, except physical culture material incorporated in a dramatic script or written by a freelance writer otherwise covered by this Agreement in connection with the program.
  - 6. Material written by government employees, acting within the scope of their government employment (no exclusions for drama or variety programs).
  - 7. Material, other than dramatic material incorporated into a drama or variety program, written by the person who delivers it on-air unless such person in

delivering the material is portraying a character other than himself/herself or where the material is written for delivery by another person(s) as well as by writer.

8. Material written by a teacher or student, other than a professional writer, as defined in the 2008 MBA, for educational programs in association with an educational institution of which he/she is an employee or student or who writes material for instructional purposes. Any literary material or services furnished by the teacher or student intended for a purpose other than specified, shall be considered covered material under this Agreement.
  9. Choreographic, stage and technical directions.
  10. Material prepared for a talk, forum or lecture.
- K. The term “team” shall mean a bona fide team of no more than three (3) writers who offer, prior to employment on the script in question, to collaborate.
- L. A “narrative synopsis” is an outline of a story owned by a writer, which is prepared for the purpose of determining the suitability of the story for teleplay (telescript) purposes, which outline shall indicate characters and plot lines but need not be sufficiently developed to meet the definition of a “story.”
- M. The terms “pay television,” “basic cable,” “supplemental markets” and industrial and educational films shall be as set forth and/or defined in the 2008 MBA.
- N. The use of the words “he” or “him” shall be deemed to include the words “she” or “her.”

## **II.** **TERM**

The term of this Agreement shall extend from July 1, 2010 to and including June 30, 2014.

## **III.** **COMPENSATION**

- A. Companies agree that the minimum basic compensation to be paid for writing services covered by this Agreement and/or literary material acquired under this Agreement shall be as set forth in Schedule A attached hereto. The applicable minimum shall be the minimum for each writer, except where there is a bona fide team of no more than two (2) writers, in which event such writers shall be considered a unit which unit shall receive in the aggregate not less than the applicable minimum compensation, and except where there is a bona fide team of no more than three (3) writers, in which event such writers shall be considered a unit which unit shall receive in the aggregate not less than two hundred percent (200%) of the applicable minimum compensation, of which each individual writer may be paid not less than one third (1/3) of said aggregate compensation.

B. Minimum compensation shall be as set forth in Schedule A attached hereto. Such minimum compensation shall be calculated on the following basis:

1. The minimum compensation in effect on July 1, 2010, for all programs shall be increased, compounded, as follows:

On 7/1/2011 through 6/30/2012 – 2%

On 7/1/2012 through 6/30/2013 – 2.75%

On 7/1/2013 through 6/30/2014 – 2.75%

2. (a) In the event that the rate of contributions to the Pension and/or Health Plans under the 2008 MBA, or any successor agreement thereto, shall be increased or decreased in any future negotiation between the WGA and the Alliance of Motion Picture and Television Producers during the terms of this Public Television Agreement, or pursuant to the terms of the 2008 MBA, said increase or decrease shall be made in the rates under this Agreement effective on the date that they take effect under such agreement. If any such increase in the pension and/or health contribution rates under the 2008 MBA is expressly tied in this Agreement to a decrease in the percentage increase in minimum compensation which would otherwise have been payable under the 2008 MBA, the same decrease in the percentage increase in minimum compensation shall be applicable under this Agreement except no decrease shall be made in the compensation of Company's staff employees who are covered by the Company's health and/or pension plan, if any such company plan(s) exist.
- (b) With respect to Company's staff employees who write literary material covered by this Agreement, such Company will make contributions to the Producer-Writers Guild Pension Plan at the rate specified in this Agreement on any compensation paid to the employee for services covered by this Agreement on which no contributions have been made to the Company's pension plan, if any such plan exists.
- (c) For a writer of a story and telescript for a sixty (60) minute or ninety (90) minute documentary or public affairs program, the Company shall contribute, in addition to the amount required under Article III.B.2.(a), an amount sufficient to entitle the writer to a full year of health coverage under the terms of the Writers' Guild-Industry Health Fund Trust Agreement. No such additional contribution shall be required if the contributions made on the writer's behalf in connection with such documentary or public affairs program combined with contributions made in connection with any other employment applicable to the same earning cycle make the writer eligible for a full year of health coverage. At the time of employment, the writer shall have an affirmative obligation to advise the Company of any prior employment for which contributions have been made on his or her behalf which fall within the same earnings

cycle as the payments for the sixty (60) minute or ninety (90) minute documentary or public affairs program.

- C. Minimum compensation for certain classifications of programs described in Article I of this Agreement are as follows:
1. Regional programs - 75% of the minimum compensation applicable to national programs;
  2. Special interest programs - 75% of the minimum compensation applicable to national programs;
  3. Children's programs - 75% of the minimum compensation applicable to national programs for those children's programs which are produced for broadcast for other than the hours of 7:30 pm to 11:00 pm, Monday through Saturday or 7:00 pm to 11:00 pm on Sunday.
- D. No part of any monies paid to or due the writer pursuant to any of the terms and conditions of this Agreement may be offset against the total amount paid to the writer for writing services or acquisition of literary material and non-covered services.
- E. Company will use its best efforts to make payment to the writer within forty-eight (48) hours after delivery of, including, but not limited to, the narrative synopsis, story, first draft or final draft teleplay (telescript) as the case may be, but in no event shall any such payment be made later than fourteen (14) days after the delivery of such literary material. Payment shall not be contingent upon the acceptance or approval by the Company of the literary material so delivered.

If the Company fails to make any payment provided for in this agreement (including, but not limited to, compensation, extensions to use periods, foreign telecasting, audio-visual, commercial broadcast, etc.) within fourteen (14) days following the date such payment becomes payable, such delinquent payment shall accrue late charges at the rate of one and one-half percent (1½%) per month, commencing from the fourteenth day after the payment is due until such payment reaches the writer.

If the employment agreement between the Company and the writer has not been executed at the time payment is due according to the terms of a deal memo between the Company and the writer, the writer shall be entitled to rely upon the language of the deal memo to determine all facts necessary for the application of this and all other compensation provisions of this Agreement, including those related to pension and health.

If no deal memo exists and the Company has failed to make such payment because the executed contract was not delivered by the writer to the Company then no such interest is due. If the contract is not so delivered by the writer because of a dispute as to the terms of the contract and the Company shall be held to be wrong, the above-described interest payment shall be applicable.

F. OPTIONS ON LITERARY MATERIAL

1. The Company may option to purchase or license from a writer literary material for a period of up to six (6) months upon payment of five percent (5%) of the applicable minimum compensation for such literary material. Company, if it obtains the writer's consent, may renew or extend such option for subsequent six (6) month periods upon payment of an additional ten percent (10%) of the then-current applicable minimum compensation for such literary material at the time of renewal or extension for each such six (6) month period.
2. The Company shall be permitted to negotiate with the writer to credit the option payment specified in subparagraph F.1 against the purchase price.
3. The Company may not employ another writer or writers to render any writing service on the optioned material prior to the exercise or expiration of the option, unless such writer is unavailable or waives this requirement in writing or in a separate document or in the writer's deal letter/memorandum. (Hereafter, Article IX, "Special Provisions," would apply.)
4. If the Company employs this writer (from whom the Company optioned the literary material) for further writing services (e.g., rewrites) during the option period or extensions thereto and the option is not exercised, this writer shall own all rights to the rewrite(s); provided, that if the literary material is subsequently purchased by another producer, principal photography shall not commence until the second producer has reimbursed the Company for the costs of such further writing services.

**IV.**  
**INCORPORATION OF OTHER AGREEMENTS**

It is the intent of the parties to incorporate herein certain provisions of the 2008 MBA, which are not inconsistent with the provisions of this Agreement. Such incorporated provisions will be set forth in "Schedule C," to be attached hereto; where any provision of this Agreement conflicts with a provision set forth in aforesaid "Schedule C," the provision of this Agreement shall take precedence.

**V.**  
**EMPLOYERS OPTIONS**

Company shall have the following options:

- A. Company may employ a freelance writer to prepare a story with an option for teleplay (telescript) exercisable within sixty (60) days after delivery of such story. The sixty (60) day period may be increased as indicated below upon payment to the writers of the following percentage of the compensation paid for the story:

to 120 days	20%
to 180 days	25%
to 270 days	35%

Notwithstanding anything to the contrary contained in the foregoing phrase, such writer retains the option to refuse to provide the teleplay (telescript) beyond the initial sixty (60) day period, and such refusal shall not constitute a breach of this Agreement or his/her individual employment agreement, nor shall such refusal result in a forfeiture of any previously acquired entitlement to any credit and/or rights, nor shall it obligate such writer to return any of the monies paid pursuant to the aforementioned percentage payments. Company, however, retains the option to use such story upon the payment to the writer of the aforementioned percentages.

If Company does not exercise the option for teleplay (telescript), the writer shall have the right to retain all the compensation paid for the story or elect to be paid the lower "narrative synopsis" rate set forth in the applicable provisions of Schedule A. If the writer elects to be paid the lower "narrative synopsis" rate, the writer will retain and own all right, title and interest in the literary material contained in such story except to the extent that format and/or characters belonging to Company were incorporated in the material written by the writer, and shall repay to the Company the difference between the compensation paid for the story and applicable narrative synopsis rate. The election by the writer must be made within twenty-eight (28) days from receipt of notice by writer of Company's election not to proceed from story to teleplay (telescript).

1. The Company shall have no more than fourteen (14) days (including Sundays and holidays) after the writer's first submission of the story within which to make one (1) request for revision of such story; provided that if, after the writer has made the requested revision of the story first submitted, the Company shall make a second request for revision, such second revision shall be incorporated in the teleplay (telescript); it being understood that the Company shall not be entitled to more than two (2) requests for revision of the story, and not more than fourteen (14) days shall elapse between the first submission of the story and the commencement of the preparation of the teleplay (telescript) by the writer. If the writer was employed for story with option for teleplay (telescript) as provided in this Article V.A, or the Company has paid for the extensions provided herein, this fourteen (14) day limitation is to be similarly extended.

Company may have a second revision of story before teleplay (telescript) upon additional payment of one-half (½) story minimum, except when second revision of the story is accomplished by execution in the teleplay (telescript). It is understood that this does not permit a new story. Story revision time and obligations shall apply to formats.

2. The Company shall have not more than fourteen (14) days (including Sundays and holidays) after the writer's first submission of the material in teleplay (telescript) form within which to make one (1) request for revision of the material; provided that if Company shall make such request within seven (7) days

(including Sundays and holidays) after the first submission of the literary material in teleplay (telescript) form, Company shall be entitled to make a second request for revision within seven (7) days (including Sundays and holidays) after the submission of the teleplay (telescript) as first revised. Neither revision permitted under this subparagraph 2 shall involve a substantial change in the story line.

3. With respect to programs more than thirty (30) minutes in length, the fourteen (14) day period mentioned in subparagraph 2 shall be increased to twenty-one (21) days and the first seven (7) day period mentioned in subparagraph 2. shall be increased to fourteen (14) days.
4. If the Company fails to request revisions within the aforementioned time periods, the writer must be paid any compensation due upon delivery of the final (revised) draft within seven (7) days of Company's deadline for requesting revisions.
5. The Company may extend the periods within which the revisions are to be requested as indicated below upon payment to the writers of the following additional percentage of the greater of (a) the actual compensation paid for the teleplay (telescript) or (b) Guild teleplay (telescript) minimum:

by 30 days	25%
by 45 days	30%
by 60 days	40%

6. The writer shall be obligated to make revisions requested by the Company in compliance with the foregoing provision. The term "revisions" in this Section A shall only refer to the revision specified in subparagraphs 1 and 2 herein, the revisions to story to which the Company is entitled, and those revisions from which a first draft teleplay (telescript) is revised into a final draft teleplay (telescript).
  7. The Company agrees to use its best efforts to read the material submitted and call for any necessary revisions as soon as possible after submission.
  8. The Company shall promptly at the close of production provide the writer with two (2) copies of the revised final shooting script.
- B. In order to determine the suitability of a story for television, Company may employ a freelance writer to prepare a narrative synopsis of reasonable length therefor at the "narrative synopsis" rate set forth in the applicable provision of Schedule A. Company shall then have the option exercisable within fourteen (14) days after delivery of such narrative synopsis to employ the writer to prepare a story and/or teleplay (telescript) based thereon. If Company so exercises such option, the compensation to the writer for the narrative synopsis shall be deemed an advance against the total compensation payable with respect to such story and/or teleplay (telescript). If Company does not exercise such option, all right, title and interest in the narrative synopsis shall be retained by the writer and the writer shall not be obligated to return any monies previously paid.

- C. The Company shall not submit the name of any writer to any granting agency as a writer for any project without written permission from that writer. The Company shall promptly notify the Guild and the writer of the identity of any granting agency to which the writer's name has been submitted. The Company may only represent the actual nature and extent of the writer's commitment at the time the grant application is filed.

## VI.

### **RIGHTS IN LITERARY MATERIAL**

- A. Minimum initial compensation provided for under this Agreement shall constitute payment for four (4) "national releases" on public television in the United States within three (3) years from initial exhibition thereon. Alternatively, for children's programs, minimum initial compensation provided for under this Agreement shall constitute payment for ten (10) "national releases" on public television in the United States within three (3) years from initial exhibition thereon. A national release shall mean an unlimited number of broadcasts either on a network and/or in syndication during any seven (7) consecutive day period by each public television station in the United States (domestic TV broadcast) including (a) authorized rebroadcasts over transmission boosters and translators and on instructional ITFS and closed-circuit facilities and (b) authorized broadcast re-recording extension in schools and educational institutions in accordance with established public television policy. Any one (1) broadcast on either a network or in syndication shall constitute a national release and the commencement of the seven (7) consecutive day period referred to herein. In addition to the foregoing, up to two (2) additional releases (releases five and/or six) may be acquired on an individual basis by payment to the writer of twenty-five percent (25%) of the initial compensation for each such additional release. Each such additional release payment shall extend the three (3) year use period by one (1) year. Any such payment shall be separately paid in a lump sum within thirty (30) days of each additional release and shall not in any way be offset against monies due the writer for any other purpose.

In addition to the rights set forth in the preceding paragraph, during the use period and each renewal thereof there may be four (4) releases on each basic cable channel programmed in blocks of not less than six (6) consecutive hours on a sustaining basis by a public television station or PBS. Notwithstanding the foregoing, each public television station and PBS may release each program pursuant to this paragraph only on one (1) basic cable channel in each community.

For programs for which writing services commenced on or after November 13, 2002, Company may elect, upon the employment of the writer, that the first "national release" be a period of a maximum of fourteen (14) consecutive days. If Company so elects, the writer shall be paid an additional fifteen percent (15%) of the minimum initial compensation applicable to the genre and length of the program. Such additional payment(s) shall not in any way be offset against monies due the writer for any other purpose.

The Company may screen programs produced under this Agreement before non-paying audiences at any time prior to the exhibition of such program(s) on public television

without the payment of additional compensation, subject to notice to and consultation with the writer(s) of each program. Such notice and consultation shall not require the Company to communicate with the writer(s) prior to each individual screening (*i.e.*, notice and consultation shall be with respect to pre-broadcast screening generally).

Exhibition of a program on one (1) channel on each of multiple basic cable services within a single community, each of which serves a different geographical section of the community, shall be considered exhibition on one (1) basic cable channel for purposes of this section. This section shall not apply if any payment or other consideration is paid to the public television station or PBS by the basic cable service for the use of the material.

There shall be the right to unlimited re-recorded use in classroom settings, including, but not limited to, day-care, pre-school and auditoriums, within one (1) year of any public television broadcast permitted hereunder.

- B. If the Company exhibits a program beyond the initial use period, the Company shall pay the following applicable percentage of then-current initial minimum compensation for each successive three (3) year use period:

Second use period	50%
Third use period	35%
Fourth through eighth use periods	25%
Ninth and tenth use periods	15%
Eleventh use period	10%
Twelfth and each additional use period	5%

Each payment shall constitute payment for four (4) national releases. Such releases may be used in any prior use period.

Notwithstanding the forgoing, if the Company exhibits a children's program beyond the initial use period, the Company shall pay the following applicable percentage of then-current initial minimum compensation for each successive three (3) year use period:

Second use period	60%
Third use period	50%
Fourth through sixth use periods	35%
Seventh and eighth use periods	25%
Ninth and each additional use period	15%

Each payment shall constitute payment for ten (10) national releases. Such releases may be used in any prior use period.

With respect to programs for which there is not a "Written By" credit, such as programs based upon source material for which the writing credit is "Teleplay by," "Based on the Novel By," the applicable percentage indicated herein shall be applied to the total rates for story, teleplay and additional compensation. This shall be the case even if the employed writer was not employed to write a story. This section

shall not be applicable to programs such as “Storytime” or programs with a similar format.

- C. Where a public broadcasting station does not service a particular area, or where the only available public broadcasting station rejects a program, the program may be broadcast on a sustaining basis only on a commercial station in such area or, in the alternative, on a sustaining basis on a basic cable channel, low-power or translator station, which shall be limited to those cable channels where the subscriber pays only for the transmittal service and does not pay for any program or series of programs.
- D. The Company shall be entitled to commence exploitation of the television sequel rights in story, teleplay (telescript), bible, format or narration during the initial use period. If the Company shall so exploit such rights it shall pay to the writer for each episode produced the following sum:

July 1, 2010 -- June 30, 2011	\$1,712
July 1, 2011 -- June 30, 2012	\$1,746
July 1, 2012 – June 30, 2013	\$1,794
July 1, 2013 – June 30, 2014	\$1,844

provided that such writer shall be entitled only to sixty percent (60%) of said amount for fifteen (15) minute episodes but shall be entitled to one hundred ninety percent (190%) of said amount for sixty (60) minute episodes and two hundred fifty percent (250%) of said amount for ninety (90) minute or longer episodes. For the purpose of this provision an episode shall be deemed “produced” when production (including post-production) of such episode has been completed. If the story, teleplay (telescript), bible, format or narration were written by more than one (1) writer, all such writers shall be considered as a unit and the sequel payment is to be allocated pursuant to the Guild’s policy titled “Arbitration for Separated Rights” (by which sequel royalties, payable to holders of “Created by” credit, are not always necessarily shared equally.) Company shall be deemed to have commenced the exploitation of the television sequel rights when it has obtained a firm commitment for the production, broadcasting or distribution in syndication of a program involving the exploitation of such sequel rights. Nothing in this paragraph shall be construed to preclude the Company from producing a second pilot during the use period provided for therein or from exhibiting such additional pilot during a subsequent use period, provided that a deal is made with the writer of the first pilot to write a story and teleplay (telescript) for the second pilot at a compensation not less than that paid him/her for the first pilot. The production and release of a second pilot shall not constitute exploitation of the television sequel rights within the meaning of this paragraph.

If use periods are extended pursuant to Article VI.B and/or if foreign telecast payments are made pursuant to Article VII, Company shall pay the writer entitled to the royalty payments specified herein an additional payment consisting of a percentage of that royalty. The percentage of the royalty paid shall be the same percentage utilized to calculate the payment of the use period extension or foreign residual payment. Company shall make these royalty payments at the same time it pays writer these other payments.

E. The writer shall have no right to and will not use, or grant, license or otherwise dispose of, to any third party, the right to use the following rights during the initial use period:

1. The live television rights.
2. The right to broadcast directly by television a live dramatic presentation of the material.
3. The right to broadcast by radio any program based upon or adapted from the format, story, or story and teleplay (telescript).
4. The right to release a theatrical film based upon the format, story, teleplay (telescript) or story and teleplay (telescript) until one (1) year after the first broadcast of the television film or a date two (2) years after delivery of the format, story, teleplay (telescript) or story and teleplay (telescript), whichever shall be earlier. This shall not serve to preclude the writer from entering into an agreement to provide literary material for a theatrical film, providing, however, that a theatrical film based on such literary material may not be released during the initial period of exclusivity specified herein.
5. The right to broadcast by free television, pay television and/or cable.

F. In the event that the Company wishes to acquire theatrical, publication or merchandising rights, it shall have the right to negotiate directly with the writer(s) for acquisition of such rights for additional compensation on no less than the following basis:

1. Theatrical Rights –

The Company shall pay two and one-half percent (2½%) of the bona fide budgeted direct cost (and overhead or other indirect cost shall be excluded except to the extent it exceeds twenty-five percent (25%) of direct cost), or \$20,000, whichever is greater, for theatrical rights. The above shall apply to each theatrical remake and sequel. If such two and one-half percent (2½%) is greater than \$20,000, the excess shall be paid not later than sixty (60) days from delivery of the answer print.

2. Publication Rights –

- (a) The Company shall pay nine percent (9%) of the monies remitted by the publisher to the Company as an “advance” and fourteen percent (14%) of absolute gross (that is, monies remitted by the manufacturer or the publisher, as the case may be, as derived from licensing the publishing rights).

For the purpose of this paragraph, “publication rights” shall include the publication of the script in book, magazine or periodical form, as well as the publication of a book, magazine or periodical which is based on and derived from the original and specific story and/or telescript for which the

writer received screen credit. Payment for such rights as set forth in this section shall not apply if the writer is engaged to perform writing services on such book, magazine or periodical.

- (b) In the event the Company publishes pursuant to this Article, and has not engaged an individual(s) to write or perform writing services on the publication, the Company agrees to give due consideration to the writer(s) in deciding who shall be engaged to write or perform writing services on the publication.

However, the Company shall have the sole discretion to decide who shall be engaged to write or perform writing services on such publication, so that the Company shall be under no obligation to engage the writer(s) to write or perform writing services on the publication.

In the event there is more than one (1) such writer, the parties agree that the Company shall be under no obligation to give equal consideration to each such writer; that is, the Company agrees to give due consideration to all such writers as is reasonable in the circumstances.

The parties agree that in the event the writer(s) is/are engaged to write or perform writing services on such publication, the terms and conditions of such writer's engagement shall be negotiated between such writer(s) and the Company.

- (c) Nothing in this Article shall be construed to obligate the Company to utilize written material of any writer in any publication.
- (d) In the event the Company publishes pursuant to this Article, the Company, in the agreement authorizing such publication, shall obligate the publisher to include in such publication credit to such writer(s) for such written material.

### 3. Merchandising Rights –

The Company shall pay six percent (6%) of absolute gross (that is, monies remitted by the manufacturer), as derived from licensing for merchandising rights.

Comic books, magazine publications, comic strips, cutouts, other activity books and phonograph records shall be deemed to be included as merchandising rights.

- 4. In the event the Company fails to commence exploitation of any of the three (3) rights stated in subparagraphs (1) through (3) above within the initial use period, then any rights as to which Company has failed to commence exploitation shall revert to the writer. The payment of the above described \$20,000 payment for the theatrical rights shall constitute exploitation of such right. There shall be no crediting of any initial compensation against the above described payments.

G. In the event that the Company wishes to acquire any rights which have vested in the writer (with the exception of theatrical, publication and merchandising rights) the Company may freely bargain with the writer to acquire any such right for additional compensation PROVIDED that the Company has paid not less than the following “upset price” to each writer for the writing or acquisition of the story, teleplay (telescript), bible, format or narration:

Story	3 times minimum
Teleplay (Telescript)	3 times minimum
Story and Teleplay (Telescript)	3 times minimum
Format	4 times minimum
Bible	2 times minimum
Narration	3 times minimum
Format, Story and Teleplay (Telescript)	3 times the total of Format minimum plus Story and Teleplay (Telescript) minimum

Where the upset price has been paid, the rights acquired after negotiations, permitted by payment of the upset price, shall be set forth in a separate contract. The separate agreement for acquisition of such rights shall state a separate consideration (other than the consideration for the original employment or purchase). Only the amount of initial compensation shall be used in determining whether the upset price has been reached.

H. In the event that the Company has not paid the upset price set forth in Section G above, the Company shall be free to meet with the Guild for the purpose of negotiating a purchase price for the rights sought to be acquired by the Company. It is agreed that the Guild will quote a price at which the rights desired to be acquired by the Company may be purchased. The Company shall then have the right to acquire the rights in question for the price agreed upon as a result of such negotiations within thirty (30) days from the completion thereof. If the Company shall fail to purchase at the lowest price offered by Guild, the writer may thereafter sell such rights to any other person, firm or corporation at any price; provided, however, that he/she first give the Company fourteen (14) days written notice thereof within which time Company may acquire such rights at such price as has been offered to the writer in good faith by such other person, firm or corporation.

I. Sketches and Routines: Notwithstanding the foregoing provisions of this Article, but subject to the rights to buy out as specified in Section G above, with respect to any sketch or routine included in a comedy-variety type television film, the Company shall receive only the right to use and exploit the television film in accordance with Sections the above sections and Article VII of this Agreement; provided that the writer or writers of such sketches or routines shall have no right to, and will not use or grant, license or otherwise dispose of the right to use the television rights, live or film, in such sketches or routines until the expiration of the initial use period and provided further that notwithstanding anything herein contained to the contrary, the Company shall be free to use, in any

manner, all or any part of any routine or sketch written by a writer hereunder so long as such use, if it were made by another without authorization from the writer, would not violate any rights of the writer.

Notwithstanding the restrictions hereinabove set forth in this Section, if a writer creates a segment of a comedy-variety program consisting of a self-contained dramatic plot, and characters and characterizations which are distinctive and identifiable and the principal creation of the writer, and where such segment is fully developed and fully described in the material written by the writer, then such writer shall be entitled to a sequel payment equal to fifty percent (50%) (seventy-five percent (75%) in the case of a prime time, once a week or less program) of the episodic sequel payment for a thirty (30) minute episode for each program of the series in which such segment is used after the termination of the writer's employment on such series, it being understood that such sequel payments are not due for programs written during such writer's employment. A dispute between writers as to who created such a segment shall be determined by the Guild in accordance with its credit arbitration procedures.

J. The Company shall have the right to use excerpts as set forth in the appropriate section entitled "use of excerpts" in the 2008 MBA, except that:

1. The Company may use excerpts for promotional purposes in all media without the payment of additional compensation, subject to the following length limitations: (i) up to two (2) minutes of excerpts from programs of less than thirty (30) minutes in length; (ii) up to five (5) minutes of excerpts from programs less than ninety (90) minutes in length; and (iii) up to ten (10) minutes of excerpts from programs ninety (90) minutes or more in length.
2. The Company may use excerpts for outreach purposes in all media without the payment of additional compensation subject to the following length limitations: (i) up to five (5) minutes of excerpts from programs of less than sixty (60) minutes in length; (ii) up to ten (10) minutes of excerpts from programs sixty (60) minutes or more in length; provided, however, that in the event the Company receives revenue in connection with such use, writers shall receive two percent (2%) of the Company's "gross receipts" derived from use of such excerpts; and further provided that an excerpt used for outreach purposes shall not be all or substantially all of any program.
3. The Company may use up to twelve (12) minutes of excerpts in "making of" programs, regardless of such program length, in all media, without the payment of additional compensation, provided no single excerpt is longer than five (5) minutes and provided further that such "making of" programs shall be limited to programs that are promotional in nature.

A "promotional" use of an excerpt shall be for the purpose of advertising or publicizing the specific program or serial or series from which the excerpt is taken, PBS, CPB, any public television station, public broadcasting in general, or corporate or foundation program funders, provided that such corporate or foundation funders use is directed at

promoting the funder's public image as opposed to directly advertising the funder's products or services and further provided that such use may not be a television broadcast use.

A use of an excerpt for "outreach" purposes shall mean targeting groups or communities to help them to integrate the program or its subject matter into their work or their lives.

- K.
1. If the writer introduces a new character in a produced program, and the characterization of such character is fully developed and fully described in the material written by the writer, and from such development and description the character appears to be unique and the principal creation of the writer, and if the Company uses such character as the central character in a new and different program and/or series, the Company will pay to the writer the sum specified in subparagraph 3(a) below for each new and different program or for each episode of a new and different series which shall be produced, provided that such writer shall be entitled to sixty percent (60%) of said amount for each fifteen (15) minute program but shall be entitled to one hundred ninety percent (190%) of said amount for each sixty (60) minute program and two hundred fifty percent (250%) of said amount for each ninety (90) minute or longer program. Said applicable amount shall be paid at the time specified in Article VI.E herein.
  2. If a writer of a produced program in a series creates a principal character who is distinct and identifiable, and is fully developed and fully described in the material written by the writer, and from such development and description the character appears to be unique and other than generic and the principal creation of the writer, the Company will pay such writer the sum specified in subparagraph 3(b) below for each subsequent episode of such series in which the character appears. The character shall not be deemed unique, as required by the foregoing, if the character is played by an actor who plays himself or herself, or plays an established alter ego.

The writer(s) entitled to the sequel payments provided in Article VI.E of this Agreement for any such series shall not be eligible for these recurring character payments described in this subparagraph (2) at all with respect to characters in the literary material which gave rise to such sequel payments, which characters are subsequently used in episodes of the series. However, if a writer entitled to sequel payments writes a non-pilot episode of such series, and creates a character or characters in that episode, and the qualifying character(s) appear(s) in later episodes, the writer shall receive the recurring character payments provided herein.

3. (a) For subparagraph (1) above, the payment per thirty (30) minute program shall be:

For such characters in literary material written hereunder by writer during

July 1, 2010 – June 30, 2011	\$1,772
July 1, 2011 – June 30, 2012	\$1,807
July 1, 2012 – June 30, 2013	\$1,857
July 1, 2013 – June 30, 2014	\$1,908

- (b) For subparagraph (2) above, the payment per character for each subsequent episode of such series in which the character appears shall be as follows:

For such characters in literary material written hereunder by writer during

July 1, 2010 – June 30, 2011	\$499
July 1, 2011 – June 30, 2012	\$509
July 1, 2012 – June 30, 2013	\$523
July 1, 2013 – June 30, 2014	\$537

If use periods are extended pursuant to Article VI.B, and/or if foreign telecast payments are made pursuant to Article VII, Company shall pay the writer entitled to the royalty payments specified herein an additional payment consisting of a percentage of that royalty. The percentage of the royalty paid shall be the same percentage utilized to calculate the payment of the use period extension or foreign residual payment. Company shall make these royalty payments at the same time it pays writer these other payments.

- L. If the writer creates a character in any program written pursuant to this Agreement, and if the Company produces a motion picture including such character, or grants the right to any other entity to do so, Company will make a payment of \$5,000.00 for each theatrical motion picture in which such character appears. This payment shall be per character; accordingly, if two characters appear in one such motion picture, two such payments are due. The foregoing payment shall be made within thirty (30) days following release of such theatrical motion picture.

M. Remakes

The Company's right to remake a theatrical motion picture or television program for telecast initially on public television shall be subject to the following, in addition to any payments required to the original production company, present owner, and/or writer, pursuant to an individual employment agreement or Guild basic agreement, for the rights to produce such remake:

1. If the credited writer's material is used for the remake and no writer is employed to rewrite, adapt or revise such material for the remake, the Company will pay

such writer a sum equal to the applicable minimum compensation for public television in effect at the time production of the remake is commenced, which shall include the "additional compensation" payment. If more than one (1) writer were separately employed to write the original program or motion picture which is being remade, Company shall pay full compensation to each. (Company may divide the minimum equally, however, between members of a bona fide team). In addition, writer(s) will be entitled to receive all payments hereunder for further uses of the remade program, including, but not limited to, additional licensing, foreign telecast, free television, basic or pay cable, videocassettes.

2. If a writer is employed to rewrite, adapt or revise such literary material for the remake, the credited writer(s) of the original material shall also be participant(s) in the credit determination and if accorded credit shall be paid the applicable minimum compensation for public television in effect at the time production of the remake is commenced, including "additional compensation" appropriate to such credit, and shall be entitled to share, in accordance with such credit, additional compensation for all further uses of the programs as described in subparagraph (1) hereof. If more than one (1) writer were separately employed to write the original program or motion picture which is being remade, Company shall pay full compensation to each. (Company may divide the minimum equally, however, between members of a bona fide team). The portion of compensation referred to in this subparagraph (2) which is payable to the original writer shall be equal to the portion of credit awarded pursuant to subparagraph 3 below.
3. In a credit arbitration concerning such remake, the arbitrators shall determine the following issues:
  - (a) the contribution made by the writer(s) of the original material expressed as a percentage of the whole; and
  - (b) the form of credit to be accorded such writer(s), which credit may include a credit in the nature of a source material credit, such as "Based on a Teleplay by."

N. Edited and Reworked Programs for Audio-Visual Use

If a program or closed-end series produced under this or any prior Public Television Agreement is edited for educational (audio-visual) use, the Company shall pay the credited writer(s) of the original program the required audio-visual payment pursuant to Article VII.C. "Editing" shall be defined as shortening the program or series and adding appropriate bridging material of ten (10) lines or less or new openings and closings without changing the original title, story or theme. However, if such a program or closed-end series is "reworked" (*i.e.*, by changing the order of/or combining segments) with or without new material, as well as edited, the Company shall be required to pay the credited writer of the original program twenty-five percent (25%) of the then-current applicable minimum story and teleplay rate for the type and length of the original program. This payment shall be made in addition to the required audio-visual payments

pursuant to Article VII.C. Such payments are in addition to any audio-visual payments which may be required for the audio-visual exploitation of the original program. Each such segment of the edited and/or reworked program or closed-end series shall not exceed twenty (20) minutes in length.

O. Edited And Reworked Programs For Broadcast On Public Television Stations

If a program or closed-end series produced under this or any prior Public Television Agreement is to be edited (*i.e.*, shortened and no new material is added other than bridging material of ten (10) lines or less or new openings and closings, without changing the original title, story or theme) to be broadcast on public television stations in a time slot shorter than that of the original program, such an edited program shall not be considered a “new” program and the Company shall not be required to pay any additional fees for the purpose of this use. If, however, a program or closed-end series produced under this or any prior Public Television Agreement is edited and reworked (*i.e.*, by changing the order of or combining the segments), with or without new material, to be broadcast on public television stations as a “new” program, as distinguished from a remake, the Company will pay to the credited writer of the original program an amount equal to fifty percent (50%) of the then-current applicable minimum fee for the type and length of the original program. In addition, the Company shall be required to make all applicable payments pursuant to this Agreement to the credited writer of the new program; provided, however, that if the writer of the original program is also the writer of the new material for the new program, the minimum fee payable to such writer shall be limited to the minimum fee for the type and length of the new program. In the event that any writer writes literary material covered by this Agreement in connection with the production of an edited and/or reworked program, such writing shall be compensated in accordance with the terms of this Agreement.

P. Radio Simulcasts

In the event that a program (or portions thereof) covered under this or any prior Public Television Agreement is simulcast or otherwise played on traditional analog radio or digital satellite radio, the Company shall pay to the credited writer(s) of such program fifteen percent (15%) of Company’s gross receipts derived therefrom. Simulcast does not require simultaneous broadcast but rather just use of the program on radio.

## VII.

### FOREIGN TELEVISION AND AUDIO-VISUAL LICENSES

A. In the event a program covered by this Agreement is telecast in any part of the world outside the United States and Canada,\* Company will pay to the writer(s) additional compensation for such foreign telecasting as follows:

1. Initial payment of not less than fifteen percent (15%) of their applicable minimum compensation, payable not later than thirty (30) days after the Company obtains

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\* Canada shall be included in the definition of foreign television where programs are licensed to Canada.

knowledge of the first foreign telecast, and in no event later than six (6) months after the first foreign telecast;

2. Ten percent (10%) of their applicable minimum compensation when the Distributor's Foreign Gross exceeds \$7,000 for one-half (½) hour programs, \$13,000 for one (1) hour programs, or \$18,000 for programs in excess of one (1) hour in length. Such payment to be made no later than thirty (30) days after such gross has been so exceeded;
3. Ten percent (10%) of their applicable minimum compensation when the Distributor's Foreign Gross exceeds \$10,000 for one-half (½) hour programs, \$18,000 for one (1) hour programs, or \$24,000 for programs in excess of one (1) hour in length. Such payment to be made no later than thirty (30) days after such gross has been so exceeded.

If the Company grants foreign telecast rights as part of a co-production arrangement between the Company and any co-producer outside the United States and the co-producer makes a substantial contribution to the production for which foreign telecast rights are to be granted, payment to the writer(s) of thirty-five percent (35%) of the applicable minimum compensation shall be payable no later than thirty (30) days following the initial domestic broadcast of the program.

4. After the writer(s) has received a total of thirty-five percent (35%) of their applicable minimum compensation with respect to any program, all credited writers in the aggregate shall be paid one and two-tenths percent (1.2%) of the Distributor's Foreign Gross in excess of:
  - (a) \$365,000 in Distributor's Foreign Gross for one-half (½) hour programs;
  - (b) \$730,000 in Distributor's Foreign Gross for one (1) hour programs;
  - (c) \$1,860,000 in Distributor's Foreign Gross for programs more than one (1) hour in length but not more than two (2) hours in length;
  - (d) \$3,120,000 in Distributor's Foreign Gross for programs more than two (2) hours in length but not more than three (3) hours in length;
  - (e) \$4,170,000 in Distributor's Foreign Gross for programs more than three (3) hours in length but not more than four (4) hours in length;
  - (f) \$5,210,000 in Distributor's Foreign Gross for programs more than four (4) hours in length but not more than five (5) hours in length;
  - (g) \$6,250,000 in Distributor's Foreign Gross for programs more than five (5) hours in length but not more than six (6) hours in length; and
  - (h) for programs in excess of six (6) hours, the above applicable thresholds will increase proportionately;

For programs of the types covered in Appendix A of the 2008 MBA, the one and two-tenths percent (1.2%) payment shall be triggered when the Distributor's Foreign Gross equals fifty percent (50%) of the amounts set forth in subparagraphs (a) through (h), above, as applicable.

For purposes of this subparagraph 4, Distributor's Foreign Gross shall include absolute gross income realized by the distributor on account of foreign telecasting and exhibition on foreign basic cable.

Payment of the thirty-five percent (35%) of applicable minimum under this foreign telecasting formula constitutes payment for foreign basic cable; provided however, that foreign basic cable receipts shall apply to "Distributor's Foreign Gross" for purposes of reaching the thresholds in and determining the amount the credited writer(s) shall be paid pursuant to subparagraphs (a) through (h) above.

The writer(s) shall receive such additional monies pursuant to the payment provisions of Article 51.C of the 2008 MBA, except payment and reporting shall be due within sixty (60) days after the close of the second and fourth calendar quarters of each year in which the Company receives Distributor's Foreign Gross with respect to the program.

- B. In the event Company licenses literary material and/or programs on television outside of the United States in exchange for other programs and/or material, Company shall be deemed to have received gross receipts for such licensing in a sum not less than the largest sum received for the licensing of a program of equal or similar prominence and quality within the preceding twelve (12) month period or if there has not been any such previous licensing during such period then in an amount mutually agreed to by the WGA and the writer. In the event no agreement is reached on the gross receipts for an exchange program, the matter will be subject to arbitration.
- C. In the event of the exercise of audio-visual rights, Company will pay to the writer(s) an amount equal to fifteen percent (15%) of Company's "gross receipts" from the licensing of such audio-visual rights. For the purposes hereof, "audio-visual rights" shall include the right to exhibit or distribute, or cause others to exhibit or distribute, programs for non-theatrical exhibition (*i.e.*, where no admission or subscriptions fees are charged) in schools, colleges, churches, libraries and similar institutions, or to other institutions, or entities for informational or educational purposes within a confined viewing environment for film, filmstrip adaptation, videotape, videodisc, videocassette or cartridge or by other audio-visual device or system now or hereafter developed.
- D. The term "Gross Receipts" referred to in Sections A, B and C of this Article VII shall mean the total monies actually paid to and received by Company from foreign broadcasting and/or audio-visual licenses. In the event that Company acts as distributor and performs all functions usually associated with the distribution of a program, then the "gross receipts" referred to in Sections A, B and C of this Article VII shall mean the balance of Company's gross receipts after deducting an arbitrary twenty-five percent (25%) of such gross for distribution fees and expenses.

- E. Audio-visual payments referred to in this Article VII shall be paid to the credited writers based on their writing credit.
- F. Except as otherwise provided in paragraph A, payment shall be made quarterly, and shall be sent to the Guild on behalf of the writer not later than sixty (60) days following the end of each quarter. A report showing the complete gross receipts and source of all licensing shall accompany the payments. The Company must advise the Guild in writing within the time period specified herein that no revenue has been received in that quarter or that reports have not yet been made by the distributor.

### **VIII.** **TRANSPORTATION**

Writers shall receive business class air fare, additional necessary ground transportation, first class hotel and living expenses of a \$130 per diem for any travel required by the Company. In the event that the executive producer, producer and director have in all instances within a three (3) month period flown at a lesser class when flying within the continental United States on business for the project, writers may receive air fare at such lesser class.

### **IX.** **SPECIAL PROVISIONS**

- A. With respect to the production of programs hereunder:
  - 1. For produced materials and applicable only to original literary material intended for the production of a “drama” program, the Company agrees that any revisions, rewrites, polishes and/or any changes it may require shall be accomplished only by the writer of the original literary material.

The term “original literary material” shall mean acquisition of literary material owned by or written by the writer not based on any material written by another and/or the product of the writing services rendered by the employee (writer) upon the specific assignment by the Company to furnish literary material not based on any material written by another. Stories, teleplays (telescripts) based upon material in the public domain shall nonetheless be deemed to be “original literary material.” Nevertheless, Company may assign other writers to write stories, teleplays (telescript) based on such material in the public domain.
  - 2. If Company shall desire to revise the final teleplay (telescript) other than original drama which is provided for in subparagraph 1, after delivery, it shall give the writer first opportunity to make such revision.
  - 3. Company shall give notice to the writer sufficiently in advance of all rehearsal dates and schedule dates for production so as to enable the writer to be present, if the writer so desires, during rehearsal and production.
  - 4. Company shall consult with the writer in good faith as to decisions regarding casting of principal performers and choice of principal locale and director.

5. Writer shall be entitled to view dailies; to see both the rough and final cuts. The writer shall have reasonable access to the director for consultation regarding interpretation of writer's work and shall be free to make recommendations to the director on any matter relating to his/her script.
  6. The Company shall promptly at the close of production provide the writer with two (2) copies of the shooting script and a three-quarters (¾) inch videotape of the program with credits as determined by the Guild.
  7. Notwithstanding the language of Article 1.C.1.a(2)(b), (d) and (f) of the 2008 MBA, the writer shall have the following rights:
    - (a) If any changes are to be made in the literary material prior to principal photography (pre-production), such changes will be made in consultation with the writer if the writer is present at the pre-production situs, or is available by telephone.
    - (b) If any changes are to be made during principal photography, the writer will be given the first opportunity to make such changes if the writer is present at the principal photography situs, or is available by telephone subject to production exigencies.
    - (c) If any changes are to be made subsequent to principal photography and prior to broadcast (post-production), such changes will be made in consultation with the writer if the writer is present at the post-production situs, or is available by telephone.
  8. The Company shall provide the writer of covered literary material with a copy of any synopses/critiques of his/her literary material to be circulated to persons outside the Company prior to circulation thereof.
- B. The Guild recognizes that certain programs will be produced under so-called "ESAA" grants or similar government agency grants which require licenses of greater duration and/or wider scope than permitted under Articles VI and VII of this Agreement. With respect to programs produced under such grants, and upon payment of not less than two hundred percent (200%) of the applicable minimum compensation, Company shall have acquired only the minimum license necessary to comply with the provisions of such grant.

With respect to such grants, the Guild is to be provided with copies of all contracts between Company and the granting agency prior to the employment of a writer or writers on the project.

## **X.** **MODIFICATIONS OF THE MBA**

- A. Sections C.3. and 4. of Article I of the 2008 MBA are amended as follows:

For documentary and public affairs programs, the term “rewrite” means the writing of significant changes in narration or structure or the insertion of significant new material.

For documentary and public affairs programs, the term “polish” means the writing of changes in the narration or structure and the insertion of new material, but does not include rewrite.

B. Section A.1. of Article III of the 2008 MBA is amended as follows:

Company each week shall send the Guild a list of the names of writers in the employ of a Company, and/or the names of professional writers from whom previously unexploited literary material has been purchased, or with whom option agreements have been concluded, or option agreements have been exercised at any time during the preceding week. Copies of such list shall be mailed concurrently to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013 and to the Writers Guild of America, West, Inc., 7000 West Third Street, Los Angeles, California 90048. The Company each week shall also send the writer and the Guild a notice of employment for each freelance writer, other than those employed for episodic series for whom a deal was made during the preceding week. Copies of such lists shall be mailed concurrently to the Writers Guild of America, East, Inc., and to the Writers Guild of America, West, Inc. at the addresses set forth above.

C. Section A.3. of Article 11 of the 2008 MBA is deleted and the following substituted therefor:

New York City shall be the situs of all grievance and arbitration proceedings.

D. Section A.6.b. of Article 11 of the 2008 MBA is amended as follows:

All notices sent by the Guild to the Company shall be sent to the address designated by the Company in writing to the Guild at the time the Company becomes signatory to the Agreement. Should Company change its address for the purpose of receiving notices of grievance and arbitration, the Company shall notify the Executive Director of the Writers Guild of America, East, Inc. and the Executive Director of the Writers Guild of America, West, Inc. of such new address, which shall then be substituted for the prior address.

E. Section B.1.a. of Article 11 of the 2008 MBA is amended by adding the following as the last sentence:

The “Step One - Informal Conference” procedure may be waived by agreement of the parties.

F. Section B.2.d. of Article 11 of the 2008 MBA is amended by adding the following as the last sentence:

If the parties elect to waive the Step Two procedure, either party may submit such matter to arbitration without regard to the forty-five (45) day period prescribed in this subsection d.

G. Article 41 of the 2008 MBA is amended as follows:

All notices which the Company is required or may desire to serve upon a writer, a claimant, or the Guild, under provisions of this Agreement shall be addressed to such writer, claimant, or the Guild, in care of the Writers Guild of America, East, Inc., in the event that the writer or claimant is a member of the Writers Guild of America, East, Inc. or the Guild involved is the Writers Guild of America, East, Inc., or Writers Guild of America, West, Inc., in the event that the writer or claimant is a member of Writers Guild of America, West, Inc., or the Guild involved is the Writers Guild of America, West, Inc. Duplicate concurrent notices shall be sent to both Guilds unless the matter has been actively undertaken by one Guild. All notices which a writer, a claimant, or the Guild is required to, or may desire to, serve upon the Company, under provisions of this Agreement, shall be addressed to the Company at its headquarters. Such notices may be served by registered mail or telegram. Any notice so mailed, postage prepaid, shall be conclusively deemed to have been received on the second day following deposit if posted within the State of New York, or on the fifth day following such deposit if posted from a place outside the State of New York but within the continental United States or on the tenth day following such deposit if posted from a place outside the continental United States. Any notice delivered to a telegraph office, toll prepaid, shall be conclusively deemed to have been received upon the day following such delivery. Notwithstanding the foregoing there shall be no presumptions of receipt during the period of any strike or work stoppage in the United States mail system.

## **XI. PROGRAM COMMITTEE**

A committee consisting of four (4) persons, two (2) of whom shall be designated by WGA and two (2) by the Company, shall meet to consider any dispute arising under this Agreement with respect to whether specific programs qualify for classification as “special interest,” “news,” or “children’s” program. (Such committee shall not have authority to consider disputes as to whether any program is “national” or “regional.”) If the Program Committee shall be unable to resolve any such dispute, then the question may be submitted by either party to arbitration, but not to grievance, pursuant to Articles 10, 11 and 12 of the 2008 MBA.

Prior to the employment of any writer on a “special interest” or “children’s” program, Company agrees to notify the Guild of its intention to invoke the terms applicable to such type of program and to seek the Guild’s concurrence with the application hereof. If the Guild does not agree with Company’s right to apply the terms invoked by such category of program, the issue shall be submitted to the Program Committee. If the Program Committee (or the Arbitrator before whom the issue is argued, in the event of a deadlock by the Program Committee) determines that the above definition does not apply to the program or series at issue, Company agrees to pay to the writer the difference between the compensation paid and the minimum compensation applicable to the determined program classification.

**XII.**  
**COPYRIGHT (TELEVISION)**

Company agrees that as to each television film based upon literary material which is subject to the provisions of the Agreement, prior to the first public broadcast by television or other public exhibition thereof and in order that such film and its underlying material shall (to the extent that such film or material is capable of copyright by the affixation of such notice) be protected for copyright purposes, it will place upon such film a notice which may be one of the following:

1. "©," date, name of company; or
2. "copyright," date, name of company; or
3. a combination of a and b; or
4. a combination of a and b, with the addition of the words "all rights reserved."

The writer of any literary material subject to the provisions of this Agreement and the Company agree that they will take no action with respect to the rights reserved to the writer or granted to the Company which will cause or permit such literary material to become a part of the public domain in the United States. Insofar as such literary material is covered by the copyright of the television film the rights reserved to the writer hereunder will be held in trust for such writer by the owner of the copyright. Upon proper indemnification from the writer, the Company or copyright owner of a film will join in any suit for infringement of any of the rights reserved to the writer hereunder, if the writer is advised by counsel that the Company or such copyright owner is a proper or necessary party to any such lawsuit, but failure to join in any such suit shall not constitute a default by the Company or a breach of this Agreement, unless the writer is thereby deprived of the opportunity to prosecute such suit. Company and writers agree at request of the other to join in the execution of any documents which either may deem reasonably necessary to protect the rights reserved or which revert to it or him/her hereunder.

Without limiting the generality of the foregoing, Company agrees to execute and deliver to writer an assignment under the copyright of all rights in the copyright reserved or which may revert to writer pursuant to the provisions hereof, such assignment to be in the form of a quitclaim except that the delivery and acceptance of such quitclaim shall not be deemed to have relieved Company of any of its obligations herein elsewhere contained with respect to the protection of the rights reserved to the writer.

Either party may reopen with respect to this Article XII if the Copyright Act is revised during the term of this Agreement and the parties agree to bargain in good faith. Any agreement reached in such negotiations shall be included in this Agreement. A failure to agree in such negotiations shall not terminate the Agreement and the matter shall not be subject to grievance and arbitration or any other action.

**XIII.**  
**COMMERCIAL BROADCAST, BASIC CABLE**  
**AND SUPPLEMENTAL MARKETS**

Reuse of a program produced hereunder on domestic broadcast commercial television, on commercial basic cable television or in Supplement Markets (as the term is defined in the 2008 MBA) shall require compensation to writers as follows:

A. Reuse of a Program on Domestic Broadcast Commercial Television

Company shall pay to the writer(s) the percentage(s) of applicable minimum compensation hereunder as set forth in Article 15.B.1 of the 2008 MBA, whether for network prime time broadcasts or other than network prime time broadcasts, as applicable, provided that the initial broadcast shall be deemed to be the first rerun (that is, the second run).

B. Reuse of a Program on Commercial Basic Cable Television or in Supplemental Markets (excluding Satellite Radio)

Company shall pay to the writer(s) the applicable compensation provided for in Article 51 or 58 of the 2008 MBA, as applicable; provided, however, that a non-refundable advance of twenty percent (20%) of the writer(s) applicable minimum compensation against the payments shall be required for reuse on pay television, domestic commercial basic cable and/or release of videocassettes/videodiscs. The advance payment shall be made not later than thirty (30) days following the earlier of (i) Company's receipt of payment(s) for sale or lease arrangements or (ii) release to the medium generating the payment.

C. Reuse of a Program on Satellite Radio

1. Company may license all or part of the audio portion of any program produced under this Agreement or any prior National Public Television Agreement for transmission over satellite radio for which listeners pay subscription fees, provided such transmission occurs after the initial exhibition of the program on public television. The residual shall be one and two-tenths percent (1.2%) of the license fee paid to the Company for the right to place the audio portion of the program on that satellite radio service. Release to satellite radio under this provision shall not trigger the payment of the twenty percent (20%) advance payment required with respect to the release of programs in basic cable and in other supplemental markets, as provided for in Section B, above.
2. Should the Company enter into an agreement under which a satellite radio service is granted the right to transmit the audio portion of a program as provided above in exchange for goods or services rather than monetary consideration, the Company shall pay a residual of one and two-tenths percent (1.2%) of the fair market value of the right to transmit such audio portion of the program in the manner specified in subparagraph C.1, above. In the event of a dispute as to the reasonableness of such fair market value, the issue may be submitted to grievance

and arbitration and, among other evidence, the license fees and any other consideration paid to the Company for similar grants of rights, if any, shall be evidence of the fair market value in any such arbitration.

With respect to references to basic cable and supplemental markets, including but not limited to this provision and Sideletters 3 and 9, the Company and the WGA agree that delivery by the Internet to the cable head is within the current supplemental markets and basic cable language with respect to pay television and basic cable uses, it being understood that it is how the viewer receives the programming (as part of a pay television channel or as part of their basic cable package) which is controlling, not how the program is delivered to the cable operator.

#### XIV.

- A. This Agreement shall govern all programs produced under this or any prior National Public Television Agreement.
- B. Additional Compensation for Theatrical Exhibition

In the event a program, based upon literary material to which this Agreement applies, is exhibited theatrically, the writer or writers employed thereon who receive story and/or teleplay (telescript) credit therefor shall be paid additional compensation as follows, except that such payment shall not apply to showings where no fee or admission charge is paid by the viewing audience:

(Note - If, prior to theatrical exhibition, there has been one (1) or more uses pursuant to Article XIII, including, but not limited to, "domestic broadcast commercial television," commercial basic cable, and supplemental market, and the Company has made the required payment provided in Article XIII for such use, and the Company subsequently exhibits the program theatrically, the Company must make the theatrical exhibition payment provided in this Article XIV. However, if there is no such use other than theatrical exhibition, only the payment provided in the Article XIV shall be required.)

1. If the program is exhibited theatrically outside of the United States, an amount which in the aggregate shall not be less than the greater of the following: (a) the total minimum compensation applicable to such literary material as specified in Schedule A of this Agreement, or (b) not less than the total minimum compensation applicable to such literary material as specified in Section A.1 of Article 13 of the 2008 MBA, such amount to be a non-refundable advance against one and five-tenths percent (1.5%) of the distributor's gross revenues from the theatrical release.
2. If the program is exhibited theatrically in the United States, or both in the United States and in a foreign country or territory, an amount which in the aggregate is not less than the greater of the following: (a) one hundred fifty percent (150%) of the total minimum compensation applicable to such literary material as specified in Schedule A of this Agreement, or (b) not less than the total minimum compensation applicable to such literary material as specified in Section A.1 of Article 13 of the 2008 MBA, such amount to be a non-refundable advance against

one and five-tenths percent (1.5%) of the distributor's gross revenues from the theatrical release.

3. There is to be no duplication of the payments provide for in 1 and 2 above, *i.e.*, if the initial theatrical release of the program takes place outside of the United States and payment is made pursuant to 1 above, then upon the subsequent theatrical release of the program in the United States, the amount payable to the writer will be the difference between the amount provided for in 1 above and the amount provided for in 2 above, and conversely, if the initial theatrical release of the program takes place in the United States and payment is made pursuant to 2 above, then no additional compensation will be payable if the program is subsequently released theatrically outside of the United States. For the purposes of 1 and 2 above, if two (2) or more programs are combined for theatrical release, the applicable minimum provided for in Section A.1 of Article 13 of the 2008 MBA shall be payable with respect to each program. Such additional compensation shall be paid regardless of whether such program is exhibited alone or as a part of or in combination with other programs; and if such program is combined with other television programs, the additional compensation for such theatrical release shall be not less than the total minimum compensation applicable to the writing of all such television films or parts thereof which have been so combined. If more than one (1) writer shares the story or teleplay (telescript) credit, then all of the writers sharing each credit shall be considered a unit and shall participate equally and receive in the aggregate the theatrical exhibition payment applicable thereto except that in the case of a comedy-variety program the Guild shall determine the proportions in which such participating writers will share the theatrical exhibition payment, will notify the Company thereof and Company will make payments accordingly.
4. Such additional compensation for theatrical exhibition shall be payable no later than seven (7) days after such program (in whole or in substantial part) is placed in any theatrical exhibition.
5. All payments of such additional compensation for theatrical exhibition shall be made promptly by check payable to the order of the writer entitled thereto, and if not paid to the writer at the time of employment shall be delivered to the Guild for forwarding to such writer, and compliance herewith shall constitute payment to the writer.
6. The Company at its option, may make the additional payment for theatrical exhibition at the time of the employment of the writer or at any time prior to the time the same is due (but only if the agreement between the Company and the writer with respect thereto is set forth in the writer's individual contract).
7. With respect to a program or multi-part program which is exhibited theatrically in condensed form, for the purpose of this provision the total minimum compensation applicable to such literary material shall be as specified in this Agreement for the program's original length.

**XV.**  
**SUCCESSORS AND ASSIGNS**

- A. This Agreement shall be binding upon the parties hereto, their heir(s), successor(s), administrator(s), assign(s), and purchaser(s) (hereinafter referred to as "successor(s)" for the purposes of this Article) of all or part of the interest of the Company herein. It shall likewise remain binding upon the Company and its successor(s), in the event that it effects a transfer, merger, consolidation, assignment, sale or the like (hereinafter referred to as "transfer" for the purposes of this Article) with any other employer or other corporate entity.
- B. In the event of the transfer in whole or in part of the Company's business, or of any literary material written under the terms of this Agreement, the Company and its successor(s) shall be jointly and severally responsible for any monies or benefits then due the employees or the WGA under the Agreement. The successor(s) shall be bound by the terms and conditions of this Agreement.
- C. The Company specifically undertakes to advise in writing any potential successor(s) of the existence of this Agreement, including a copy thereof and further agrees that such notification shall be a condition precedent to any transfer.
- D. The Company shall further notify the WGA in writing at least thirty (30) days before any such transfer and shall attach to such notification a copy of the notice required in subparagraph C above and the undertaking required in subparagraph E below.
- E. The Company further agrees that, as a further condition precedent, it shall obtain for the benefit of the WGA a written undertaking executed by the successor(s) in which the successor(s) agrees to be bound by the terms and conditions of this Agreement and any subsequent agreement between the WGA and the successor(s).

**XVI.**  
**DUES AND CHECK-OFF**

- A. The Company agrees that on or after July 1, 1985, or upon thirty (30) days notice thereafter from the Guild, it will deduct membership dues, initiation fees and assessments uniformly required (on a percentage basis of gross wages and incorporated with dues) as designated by the Guild upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with the applicable provisions of the federal law.

- B. WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct \_\_\_\_\_ to check-off from my wages my union initiation fees (to be prorated over twelve (12) weeks), union membership dues, and assessments uniformly required as promulgated by the WGA according to the procedure set forth in the Constitution of the WGA. The dues, fees, and assessments which are so deducted from my wages are hereby assigned and shall be

remitted to the Writers Guild of America, East, Inc.; 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining agreement between the WGA and the Company or, for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable agreement periods whichever is sooner, unless and until I give written notice to terminate to the Company and the WGA at least twenty (20) days prior to the expiration date of the present agreement or the one (1) year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each period.”

WITNESS:\_\_\_\_\_

SIGNATURE\_\_\_\_\_

DATE:\_\_\_\_\_

**XVII.**  
**REPORTING; ANNUAL MEETINGS**

The Company agrees that by March 1 of each year with respect to the previous year, and additionally upon the request of the WGA regarding any specific program or series, Company will submit the following form to the WGA:

A. REPORTING

1. ANNUAL WGA USAGE REPORT

NAME OF PRODUCTION COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

\_\_\_\_\_

PHONE NO.\_\_\_\_\_

CONTACT\_\_\_\_\_

NAME OF PROGRAM\_\_\_\_\_

NAME OF SERIES (IF APPLICABLE)\_\_\_\_\_

NAME(S) OF CREDITED WRITERS\_\_\_\_\_

(Specify Writing Credits)\_\_\_\_\_

DATE OF DELIVERY OF TELEPLAY (TELESCRIPT) \_\_\_\_\_

NATIONAL RELEASES (LIST ALL NATIONAL RELEASES)

CIRCLE "P" IF PBS SYSTEM RELEASE, "L" IF LOCAL

DATE OF INITIAL RELEASE \_\_\_\_\_ P L

DATE OF 2ND RELEASE \_\_\_\_\_ P L

DATE OF 3RD RELEASE \_\_\_\_\_ P L

DATE OF 4TH RELEASE \_\_\_\_\_ P L

DATE OF 5TH RELEASE \_\_\_\_\_ P L

DATE OF 6TH RELEASE \_\_\_\_\_ P L

(list all additional releases here)

2. COPIES OF REPORTS OF CONTRIBUTIONS TO THE PENSION AND HEALTH TRUSTS

The Company shall send copies of all Reports of Contributions filed with the Administrative Office of the Producer-Writers Guild of America Pension Plan and Writers' Guild-Industry Health Fund, to either Writers Guild of America, East, Inc. or Writers Guild of America, West, Inc., or both, depending on the Guild membership of the writer or writers listed on such Reports of Contributions. Copies of these reports shall be provided to the Guilds at the same time they are sent to the Administrative Offices of these Trusts.

B. ANNUAL MEETINGS

On or about September 17, 2006; May 24, 2007; and October 18, 2008; upon request from the WGA, representatives of Company shall meet with Guild representatives for discussion of matters including, but not limited to, the administration of this Agreement, broadcast technology, digital watermarking systems or similar systems to identify individual programs and/or copies of programs, and the future of public broadcasting. The location of these meetings shall rotate annually among the offices of these three (3) Companies. Each participating party shall determine its own representatives. The host Company shall coordinate the meeting agenda based on suggestions from participants.

C ADDITIONAL USES

1. FOREIGN TELECASTS

Indicate date available for foreign telecast; name, address, and phone number of distributor; countries and dates of initial telecast therein, if known:

2. AUDIO-VISUAL

Indicate date available for audio-visual distribution; name, address and phone number of distributor:

3. BASIC CABLE

Indicate date available for licensed telecasts; name, address and phone number of distributor; service(s) to which licensed and initial telecast date, if known:

4. PAY T.V.

Indicate date available for licensed telecasts; name, address and phone number of distributor; service(s) to which licensed and initial telecast date, if known:

5. VIDEOCASSETTES

Indicate date available for commencement of sale; name, address and phone number of distributor.

MAIL THIS FORM TO: WRITERS GUILD OF AMERICA, EAST, INC.  
250 Hudson Street  
New York, New York 10013

or

WRITERS GUILD OF AMERICA, WEST, INC.  
7000 West Third Street  
Los Angeles, California 90048

**XVIII.**  
**FOREIGN LEVIES**

For the period through December 31, 2004, the provisions of the 2001-2004 foreign video and rental levies agreement, and any sideletters thereto, between the individual companies comprising the Alliance of Motion Picture & Television Producers, Inc. and the Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. are incorporated into this agreement as they relate to employees covered hereunder. For the period January 1, 2005 through November 12, 2005, the provisions of the successor agreement to the 2000-2004 foreign levies agreement, and any sideletters to that successor agreement, shall apply as they relate to employees covered hereunder.

AGREED AND ACCEPTED:

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

Reference is made to the WGA-Company Public Television Freelance Agreement of 2010 (“Agreement”).

It is the intent of the parties that the Agreement shall cover all national and regional public television programs produced by or for Company, but shall exclude such programs produced for Company by independent producers provided that:

- A. the concept for the program originated with the independent producer, and
- B. the production of the program is solely and exclusively under the supervision and control of the independent producer, and
- C. all of the agreements entered into between Company and any independent producer shall contain the following clause:

“Company hereby acknowledges that the concept for the subject program originated with the independent producer and not with Company, and Company hereby agrees that said independent producer shall retain sole and exclusive supervision and control of the program produced hereto. Except for needs imposed on the independent production company by Company’s technical requirements as set forth in the agreement, and contract compliance requirements of the contract between Company and said independent producer, and notwithstanding other provisions in this Agreement, if Company intercedes in the production of said program with suggestions, requests, demands, and/or instructions which affect the end product, all services performed hereunder shall automatically and retroactively become subject to the WGA-Company Public Television Freelance Agreement of 2010.”

Only WGA can waive any provision hereunder, and any dispute which may arise shall be submitted to grievance and arbitration.

Company agrees to furnish WGA with copies of all proposals for program development and productions and all contracts between Company and an independent producer.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

Reference is made to the WGA-Company Public Television Freelance Agreement of 2010.

It is hereby agreed that, with respect to documentary programs, story and/or telescript may involve the structuring or re-structuring of film or tape with regard to form and content.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary -- Treasurer

July 1, 2010

Ladies and Gentlemen:

It is understood by the parties that in the event the Company seeks to employ writers or acquire literary material for programs to be produced principally for free television, basic cable, supplemental markets and/or theatrical exhibition as defined in the 2008 WGA Theatrical and Television Basic Agreement, the Company shall become signatory to the WGA 2008 Theatrical and Television Basic Agreement or Successor Agreement thereto.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

Following ratification of this Agreement, a committee shall be established comprised of representatives of major signatories hereto and the WGA, which shall meet at least once each year to review literary material written by Writers Guild of America, East, Inc. Foundation Fellows to explore methods of producing such literary material.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

The Guild and major signatories to this Agreement agree to establish a committee to explore increased employment opportunities for American writers and for production within the United States. This committee shall also include representatives from the other unions with collective bargaining agreements with producers for public television.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

Company, at its option, may make any part or all of the additional payments for supplemental markets, paid permanent downloads (“Download-to-Own” or “Electronic Sell Through” (“ESTs”)), reruns and foreign telecasts provided herein at the time of employment of writer or at any time prior to the time the same is due (but only if the agreement between the Company and writer with respect thereto is set forth in writer’s individual contract).

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

With respect to quiz and audience participation shows written by Company staff writers:

- (a) The Company shall own all rights in such shows and there will be no reversions;
- (b) The writers' initial compensation shall pay for unlimited releases on public television;
- (c) Residuals shall be paid to the writers only in case of exhibition of the program on domestic free television, in foreign markets or on pay television.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_  
Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

For the purposes of this Agreement, the parties confirm their understanding that the provisions of Article 64 of the 2008 MBA shall apply to the linear use on public broadcasting on-line services (including the Internet and in other new media) of excerpts and full programs containing covered literary material. Such use shall be permitted only when such programs are in license for exhibition on public television in accordance with the license provisions of this Agreement. Out-of-license streaming shall require the payment to writer(s) of fifteen percent (15%) of initial minimum compensation for a three (3) year use period and ten percent (10%) of initial minimum compensation for any additional streaming thereafter, provided that either party may re-open negotiations concerning this provision during the Term of the Agreement. When such usage of excerpts is "promotional," as defined in Article VI. J of this Agreement, the promotional exception to this payment as provided in Article VI. J. shall apply. In the event that such on-line use becomes one of the main vehicles for the distribution of product currently distributed or exhibited in any other market covered by this Agreement (*e.g.*, audio-visual, pay TV, or domestic television), such use shall be deemed a use in that analogous market and all provisions of this Agreement which are applicable to that market shall be applicable to such on-line use, provided the monies or other valuable consideration actually received by the Company for the exploitation of the rights are not less than the fair market value of such rights. However, if either party wishes to negotiate a rate different from the then-current analogous market rate, such party may request immediate bargaining which shall commence within sixty (60) days of such request.

Notwithstanding Sideletter 13, this Sideletter will continue to govern the issue of streaming of public television programs on the Internet.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

It is understood and agreed by the parties that if literary material covered by this Agreement or any prior WGA Public Television Freelance Agreement is exhibited by Direct Broadcast Satellite (“DBS”) concurrently with or subsequent to its initial domestic broadcast on public television, it shall be deemed to be a basic cable exhibition and the terms of Article XIII shall apply, provided, however, that the twenty percent (20%) non-refundable advance against such basic cable payment, as provided therein , shall not be required.

In the event that DBS becomes one of the main vehicles for the delivery of what are currently domestic broadcasts, such DBS transmissions shall be deemed domestic broadcasts and all the provisions of the Agreement which are applicable to domestic broadcasts shall be applicable to such DBS transmissions.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_  
Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentleman:

The Company agrees to make a good faith effort to share information with covered employees on a regular basis regarding the use of new technologies and the development of new distribution systems, subject to appropriate protection for proprietary information.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Ladies and Gentlemen:

The parties recognize that during the term of this Agreement, public television stations will be required to program non-commercial digital television bands and that it is currently contemplated that stations will engage in "multicasting," with the digital band divided into up to four (4) separate signals. In addition, public television programs will be licensed for exhibition on digital cable, separate and apart from normal analog or combined analog and digital cable releases on what are traditionally treated as basic cable and pay television releases. It is further understood that the market for such digital broadcasts and digital cable releases is likely to be small during the term of this Agreement. Therefore, the parties agree to the following exceptions to Article VI and to the provisions relating to basic cable and pay television releases and the license fee requirements set forth therein:

1. Unless this sideletter is modified as set forth below during the term of this Agreement, the exhibition of a covered program on DTV shall not be considered a "release" of the program pursuant to Article VI and therefore no payment shall be due.
2. Unless significant compensation is paid for the right to a separate digital cable release, the exhibition of a covered program on digital cable (separate from a combined basic or pay cable release over analog cable) shall not be considered an exhibition of the program under the provisions of the Agreement applicable to basic cable and pay television exhibitions and shall not require the payment of any residuals.
3. If during the term of this Agreement, DTV or separate digital cable releases become a significant vehicle for the delivery of what are currently domestic television broadcasts or analog basic cable and/or pay television releases such that the factual predicates set forth in the first paragraph of this sideletter are no longer valid (*i.e.*, the market in digital broadcasts and/or separate digital cable releases is no longer small), this sideletter will be of no further force or effect.
4. Ninety (90) days following execution of this Memorandum of Agreement, the Company will provide the Guild with information setting forth the programming which has been broadcast or released separately to digital cable to date on their digital channels. Thereafter, the Guild shall have the option to reopen this sideletter for the purposes of negotiating a replacement by giving ninety (90) days notice to Company.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Re: Leave-Behinds

Ladies and Gentlemen:

The Company may not, as a condition for holding a pitch meeting, require that the writer submit or leave behind any written literary material describing the proposed project or program.

Provided that the writer is not required to do so, he or she may, at his/her own discretion, leave such written material with the Company at the conclusion of the meeting.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_

Gail Lee  
Secretary – Treasurer

July 1, 2010

Re: Exhibition of Programs Produced for  
Public Television Transmitted via the  
Internet

Ladies and Gentlemen:

This confirms the understanding of the Guild and the Company (collectively “the parties”) concerning the application of the WGA Public Television Freelance Agreement to the exhibition of covered television motion pictures, the principal photography of which commenced on or after July 1, 1971, on or by means of the Internet or other similar delivery systems (“Internet”).\*

1. Distribution of Programs Produced for Public Television Via the Internet or Other Similar Delivery Systems

Where a program or portion thereof produced under this or any prior Public Television Agreement is delivered to the consumer over the Internet or other similar delivery systems (“the Internet”), whether for a fixed or limited period of time, the Company shall pay to the credited writer(s) an aggregate sum equal to one and two-tenths percent (1.2%) of the license fee paid by the licensee for the right to deliver such pictures on the Internet.\*\*

Where a program or portion thereof produced under this or any prior Public Television Agreement is delivered to the consumer over the Internet as a paid permanent download (“Download-to-Own” or “Electronic Sell Through” (“EST”)), the Company shall pay to the credited writer(s) an aggregate sum equal to one and eight-tenths percent (1.8%) of twenty percent (20%) of Company’s accountable receipts for the first 100,000 units, and three and five-tenths percent (3.5%) of twenty percent (20%) of Company’s accountable receipts thereafter. Such EST shall be subject to the twenty percent (20%) non-refundable advance provided for in Article XIII (the aggregate sums provided for herein shall be creditable against such advance); provided, however, that if the program being delivered as an EST has not otherwise been released in Supplemental Markets, payment of the twenty percent (20%) advance shall be in accordance with the following schedule:

1,000 units sold	5% of initial minimum compensation
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\* The parties reserve their respective legal rights and positions as to the applicability of Article 64 to interactive programs transmitted via the Internet.

\*\* As bargaining history with respect to the licensing of a motion picture via the Internet for a fixed and limited period of time or limited number of exhibitions, this language is based upon the following model: studio licenses to Moviefly the right to transmit the motion picture on the Internet to the viewer who pays Moviefly on a subscription or per-picture basis. Such payment would enable the viewer to view the motion picture for a fixed and limited period of time or limited number of exhibitions. For example, if Columbia Pictures, through Columbia-Tri-Star Home Entertainment, licenses to Moviefly the right to exhibit a Columbia Pictures film, the residuals shall be based upon 100% of the license fee paid by Moviefly to Columbia-Tri-Star Home Entertainment for such picture.

2,500 units sold	5% of initial minimum compensation
5,000+ units sold	10% of initial minimum compensation

Nothing herein shall relieve the Company of its obligation to pay the applicable compensation called for by Sideletter 8 for an out-of-license program when a program is streamed on public television on-line services on a non-downloadable basis.

When the Company's receipts from the licensing of such exhibition are received from an entity which acts as the exhibitor and in which the Company has a financial interest, the reasonableness of the fee received by the Company from the licensing of such exhibition shall be determined by the exhibitor's license fee payments to unrelated entities for comparable motion pictures.

The parties agree that the residuals due to writers under this paragraph 1 shall be payable in the same manner and to the same extent as applicable to pay television and pay-per-view as provided in the following provisions of the 2008 MBA (subject to conforming changes if necessary):

- Article 51.C.3 (foreign receipts and non-returnable advances);
- Article 51.C.5 (allocation of *pro rata* shares of residuals among writers);
- Article 51.C.6 (time of payment, payment requirements, reporting, and exclusion from pension and health requirements);
- Article 51.C.7 (gross participations);
- Article 51.C.8 (transfer and assumption);
- Article 51.C.9 (assumption agreement);
- Article 51.C.10 (continuing obligations); and
- Article 65 (financial responsibility).

## **2. Other Exhibitions**

With respect to theatrical and television motion pictures, the Company has agreed to a separate payment for this use on the Internet because Internet exhibition is at this time outside the primary market. The Company reserves the right in future negotiations to contend that the pattern of release has changed so that this use constitutes or is a part of the primary market of distribution of theatrical or television motion pictures, and that, therefore, no additional payment pursuant hereto should be made with respect to the exhibition of theatrical or television motion pictures (including those covered by this Agreement) on the

Internet. The WGA reserves the right in future negotiations to contend to the contrary, and further to assert that regardless of whether other exhibitions are or have become part of the primary market, payment provisions for writers of motion pictures so exhibited should be improved.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_  
Gail Lee  
Secretary – Treasurer

July 1, 2010

Re: Programs Made for the Internet

Ladies and Gentlemen:

Should the Internet become the primary medium for original exhibition of programs currently covered by the WGA Public Television Agreement (*i.e.*, a majority of viewers view such programming via the Internet rather than on broadcast public television stations), then “National Internet Programs” (as hereinafter defined) shall be subject to the terms of this Agreement. “National Internet Programs” shall mean programs that are of the same quality and type as those currently produced under the WGA Public Television Agreement as National or Regional Programs and are not derived from local public television programs or primarily intended for a Company’s local audience.

Notwithstanding the foregoing, if at any time during the term hereof, one or more episodes of a “Legacy National Public Television Series” (as hereinafter defined) is produced for primary exhibition on the Internet, then such program(s) shall be subject to the terms of this Agreement, provided that such programs(s) are of the same quality and type and substantially the same or similar budget as episodes of the Legacy National Public Television Series. A “Legacy National Public Television Series” is a series of National or Regional Programs of a half (½) hour or longer in length covered hereunder for exhibition on public television, one (1) or more episodes of which was produced prior to the term hereof. If the program does not have substantially the same or similar budget as an episode of a Legacy National Public Television Series, and if such program is written by a professional writer, Company shall make pension and health contributions (at the same percentages as set forth in Article 17 of the 2008 MBA) based upon the compensation negotiated between Company and writer(s), and Company’s obligation to make such contributions shall be subject to the Grievance and Arbitration provisions of Article 11 of the 2008 MBA, and no other terms of the 2008 MBA or the WGA Public Television Agreement shall apply.

If, at any time during the term hereof, a fifteen (15) minute or longer program that (i) is not derived from local public television programs and is not primarily intended for Company’s local audience and (ii) is of the same quality and type as a National Program covered hereunder for exhibition on public television (other than a Legacy National Public Television Series) is produced for primary exhibition on the Internet, and if such program is written by a professional writer who has previously written a script for a National Program produced for public television (a “Public Television Writer”), then such program shall be subject to the terms of this Agreement, provided that such program has substantially the same or similar budget as a comparable National Program produced for public television. If the program is written by a professional writer or does not have substantially the same or similar budget as a comparable National Program, Company shall make pension and health contributions (at the same percentages as set forth in Article 17 of the 2008 MBA) based upon the compensation negotiated between Company and writer(s), and Company’s obligation to make such contributions shall be

subject to the Grievance and Arbitration provisions of Article 11 of the 2008 MBA, and no other terms of the 2008 MBA or the WGA Public Television Agreement shall apply.

In the event that a program is covered under any of the foregoing paragraphs, if either party wishes to negotiate a rate different from the then-current rates, such party may request immediate bargaining, in which case bargaining shall commence within ten (10) days of such request.

In addition to the foregoing, Company may, at its sole and exclusive option, elect on a case-by-case basis to cover other material produced for original exhibition on the Internet. Such coverage, if elected, shall require Company to make pension and health contributions (at the same percentages as set forth in Article 17 of the 2008 MBA) based upon the compensation negotiated between Company and writer(s), and the Company's obligation to make such contributions shall be subject to the Grievance and Arbitration provisions of Article 11 of the 2008 MBA. No other terms of the 2008 MBA or the WGA Public Television Agreement shall apply.

For purposes of this Sideletter, a program that is made for the Internet has "substantially the same or similar budget" to that of an episode of a Legacy National Public Television Series or other comparable National Program where such made-for-Internet program has a budget that is no more than twenty percent (20%) lower than such episode of a Legacy National Public Television Series or other comparable National Program.

For the purposes of this Sideletter, the term "Internet" means the Internet, mobile devices and other similar delivery systems.

Nothing herein shall enlarge or limit the WGA's work jurisdiction under the Agreement.

Sincerely,

WGBH EDUCATIONAL FOUNDATION

By: \_\_\_\_\_

THIRTEEN (F/K/A EDUCATIONAL  
BROADCASTING CORPORATION)

By: \_\_\_\_\_

KCET COMMUNITY TELEVISION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.  
on behalf of itself and its affiliate  
WRITERS GUILD OF AMERICA, WEST, INC.

By: \_\_\_\_\_  
Gail Lee  
Secretary – Treasurer

## SCHEDULE B

### TELEVISION CREDITS

1. Credit shall be given on the screen for the authorship of stories and teleplays and shall be worded "Teleplay by," and "Story by," or "Written by" (for story and teleplay).
  - a. For Documentary, News and Public Affairs programs, credit shall be given on the screen for the authorship of stories and telecripts and shall be worded:
    - i. "Writer" or "Written by"; or
    - ii. in the case of interview or discussion programs only "Continuity by," or "Special Material by" or "Interview Material Written by"; or
    - iii. where the primary writing contribution of a writer to a program is in the form of questions written for delivery on the air, "Interview Material by" or "Interview Material Prepared by"; or
    - iv. where the special characteristics of the material furnished make it appropriate, "Special Script Material by" or "Special Material Written by." "Story by" or "Telecript by" may be given under the circumstances hereinafter set forth.
  - b. For Comedy-Variety programs credit shall be:
    - i. "Written by";
    - ii. "Writers" (applicable only to programs of the "talk" type such as "The Tonight Show");
    - iii. where appropriate, "Special Material Written by," "Special Material by," "Sketch(s) Written by" or "Lyrics Written by."
  - c. For Quiz and Audience participation programs, the credit shall be:
    - i. "Writer(s)"; or
    - ii. "Writers of Scripted Material";
    - iii. where appropriate, "Questions Written by" or "Writers of Questions."

The terms "Teleplay" and "Telecript" mean the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ.\* In the exceptional case where a writer has contributed to the development of the final teleplay

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\* It shall be understood hereafter that in all instances where the word "Teleplay" is used the word "Telecript" shall be equally applicable in instances where the form of the literary material and/or program referred to is a documentary, public affairs or news program.

but is not given teleplay credit hereunder, credit in the form "Adaptation by" may be given, but such credit shall be subject to automatic credit arbitration as provided in Paragraph 17 of Schedule B, Television Credits. The credits specified in this Schedule B (such as "Teleplay by," "Story by," "Written by," etc.) shall not be varied or embellished in any manner whatsoever without prior approval by the Guild.

If a writer is entitled to "Written by" credit on a television film which he/she also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By \_\_\_\_\_," or  
"Written and Directed By \_\_\_\_\_," or  
"Written, Produced, and Directed By \_\_\_\_\_."

- d. For documentary, news and public affairs programs where the major writing contribution to a telefilm is in the form of narration, credit for such narration shall be given and worded in the following form: "Narration Written by." When a narration credit is given in lieu of a story and telescript or telescript credit on any telefilm, then such narration credit shall be subject to all of the rights and limitations, as are provided in this Schedule B with respect to story and telescript or telescript credit respectively.
- e. For documentary, news and public affairs programs, where narration is written in part by the person who delivers it on the air (a narrator) and in part by a writer covered by this Agreement and the narrator is not a writer covered by this Agreement, the narrator may be given joint credit with the writer in the following form: "Narration Written by"; provided that not later than the time when the list of screen credits is sent to the laboratory for incorporation in the film, or the applicable time specified in Paragraph 11 of this Schedule B, whichever is sooner, Company shall send to the WGA, and to the narrator and the writer who participated in the writing of such narration, a tentative notice of credit setting forth:
  - i. the name of the narrator,
  - ii. the name of the writer, and
  - iii. a statement that joint credit in such form is being given to the persons named in such notice.

However, the giving of such joint credit shall be subject to an automatic credit arbitration pursuant to the provisions of this Schedule B, in which event, at the same time the notice of such joint credit is sent, Company shall concurrently send to the Guild all relevant material as required by this Schedule B.

If the narrator is not a writer covered by this Agreement, and if his participation in the writing of the narration is limited to minor or incidental contributions or

revisions, he may not share such joint credit with a writer and the writer shall have sole writing credit.

In no event shall such joint credit be given to any person, if in addition to writing narration, he also writes questions delivered on the air by anyone other than himself/herself and/or performs other writing services for which story credit, or story and telescript credit, or telescript credit, is required to be given under this Schedule B.

The fact that credits are shared by a writer with a person whose writing services are excluded from the coverage of this Agreement shall not operate to diminish any rights which the writer would otherwise have under this Agreement.

- f. Subject to contractual commitments which may exist on November 13, 1996, a writer who is entitled to credit on the screen and who has been paid, or has been guaranteed payment of less than \$200,000 for his/her writing services or literary materials relating to the particular teleplay (telescript) shall have the right to have credit given to him/her on the screen, advertising or otherwise in a reasonable pseudonymous name. The writer shall exercise his/her said right within the time he/she may give written notice of protest as provided in Paragraph 13 of this Schedule B, provided, however, that in the event of a timely protest by any participating writer, the time to exercise his or her right to use a pseudonym shall be extended to twenty-four (24) hours after he/she or his/her agent has received notification of the Guild's final determination of credits. (None of the writer's rights including but not limited to compensation of any kind, shall be affected by the use of said pseudonymous name.)
2. The term "story" means all writing written substantially in whole by a writer or writers as hereinbefore defined, representing a contribution distinct from teleplay (telescript) and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which a teleplay (telescript) is based other than the story, as hereinabove defined, including other material on which the story is based. Credit shall be given for story authorship of teleplays to the extent and in the forms provided in the following paragraphs a. to e. inclusive:
    - a. When a teleplay (telescript) is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story by."
    - b. When the teleplay (telescript) is based upon source material, no story authorship credit may be given to the television writer (except pursuant to paragraphs c. and d. below) but, subject to contractual commitments in effect on June 19, 1960, with source material authors the source material author may not be given "Story by" credit, it being understood and agreed, however, that the Company may give to the source material author any appropriate credit other than the two words "Story by," and that the credit given to source material authors may include, but shall not be limited to, the source material credits referred to in subparagraph c. below.

- c. When the teleplay (telescript) is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded, "Television Story by" or "Telescript Story by," which credit shall be subject to automatic credit arbitration as provided in Paragraph 17 of this Schedule B. The Company shall not hereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as for example, "From a play by," "From a novel by," "From a radio play by," "From a Saturday Evening Post story by," "From a series of articles by," "From an unpublished story by," "Based upon a short story by," or other appropriate wording.

In the case of documentary or news programs, such credit shall also indicate the form in which it is acquired, such as for example, "Based on" or "Based upon" or "From: a factual story by"; "the book" or "a book (with or without title) (may be used only with respect to a nonfiction book) by"; "a series of articles by"; "an article by"; "the Memoirs of"; or "John Gunther's 'Inside Europe'"; or other appropriate wording. Source material credit may not in any instance be given as "Written by." In any event, no such source credit may be given without the approval of its form by the Guild.

- d. Where the teleplay (telescript) is based upon a sequel story, credit for such sequel story shall be given in the form "Story by" and the author of the source material upon which such sequel is based may be given credit, "Based upon characters created by," or other appropriate form of credit. If the source material is in the form of a format or characters, then the source material credit may be given in the following forms: "From the format by," or "Characters created by." In the case of a remake, credit to the writer(s) of a prior film upon which the remake is based (in whole or in part) may be in the form of "Based upon a Teleplay by."
- e. In the case of a Variety or Audience Participation program or film where a writer has contributed material and is not otherwise entitled to be included in the "Written by" credit customarily shared by such writers, additional credit may be given for such material in the form of "Special Material by." Writers of Variety and Audience Participation shows shall be deemed included under all the provisions of this Schedule B, the same as writers of dramatic programs despite the fact that only "Story" and "Teleplay" are hereinafter referred to, and when credits for Variety or Audience Participation shows are involved hereunder the terms "Written by" and "Special Material by" shall be deemed included whenever the terms "Story by" and "Teleplay by" appear.
3. Screen credit for teleplay (telescript) will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of Guild arbitration provided hereunder, the names of three (3) writers or the names of two (2) writing teams may be used. A writing team for the purpose of this Schedule B only shall be deemed to be two (2) writers (excluding production executives) or three (3) writers (excluding production executives) who have been assigned at about the same time to the same script and who

work together for approximately the same length of time on the script. The same limitation shall apply to screen credit for story authorship by writers hereunder.

4. The limitation as to the number of writers receiving credit provided for in Paragraph 3 shall apply to all teleplays (telescripts) except multiple-story teleplays (telescripts), revues, Variety and Audience Participation shows.
5. Unless the writing of the story and/or teleplay (telescript) is done entirely without the collaboration of any other writer, no story or teleplay (telescript) credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit. Such credit arbitration, however, shall be without prejudice to the Company's position in any arbitration relating to payment pursuant to Article 13.B.7.C. of the 2008 MBA. A production executive for the purpose hereof shall be defined as any employee of the Company customarily hired for or engaging in activities considered part of the managerial phase of the Company's business activities. If Company shall claim that a writer has been assigned to write a teleplay (telescript) based upon a story composed or created by a production executive, the story and teleplay (telescript) shall be subject to an automatic arbitration pursuant to the provisions of this Schedule B.
6. When more than one (1) writer has participated in the authorship of a story and/or teleplay (telescript), then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the television screen, provided that the form of credit agreed upon shall be in accordance with the terms of this Schedule B, and provided further the agreement is reached in advance of arbitration and the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the Company before the final determination of credits hereunder, the Company will accept such designation of credits, and such agreed credits shall become final hereunder. The Company will confirm such agreed to credits by sending notice thereof to all participants and to the Guild in the manner provided in Paragraphs 10–11 of this Schedule. In no case shall a writer grant to another writer, or accept for himself, credit which is not properly earned.
7. Writing credit, required under the provisions of this Schedule B and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:
  - a. Writing credit (other than source material credit) may appear on the same card on which appears the title of the particular episode; but in no event in size of type less than thirty percent (30%) of the size of the title; or
  - b. Writing credit, including source material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or
  - c. Writing credit, including source material credit, may appear immediately prior to or following immediately after the director's credit. Writing credits placed

pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the ending of the teleplay (telescript) as the case may be. For this purpose, however, if source material credit appears on a separate card from the other writing credits these two (2) separate cards immediately succeeding each other shall count as one (1) credit. Commercials or a credit to the production company shall not be deemed to be a “personal credit” for the purposes of this provision.

- d. Credit for Anthology Series: With respect to anthology series only, the Company shall give the writing credits in either of the positions set forth in subparagraphs a. or b. above unless the initial sponsor of the program, having the right to do so pursuant to its agreement with the Company, requires the Company to refrain from placing the credit in either of such positions. In such case, however, the Company shall place the writing credits as provided in subparagraph c. above.
- e. The credit given to a television writer or writers pursuant to this Schedule B shall precede (but need not immediately precede) source material credit except that
  - i. the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;
  - ii. the Company shall in any event have the right to give precedence to source material credit if the source material author’s name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller type credits are used, the Company in lieu of the use of a separate card shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

Source material credit may be given on the same card on which other writing credits appear provided that writing credit (other than source material credit) shall be the first credit appearing on such card and provided further that the source material credit shall not occupy more than forty percent (40%) of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided however, that this provision shall be subject to and not affect any individual personal service agreements in effect on March 18, 1957. In no event, however, shall source material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay (Telescript) credit shall precede story credit, it being understood that if both are on the same card, teleplay (telescript) credit shall be the first credit and both credits shall be in the same style and size.

- f. The provisions of this Paragraph 7 notwithstanding, source material credit shall not appear on the same card as the “Teleplay by” credit.
8. A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer’s prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay (telescript) as determined in the event of question by the Credits Arbitration machinery of the Guild.
9. No “production,” “presentation” or “possessory” credit shall be given to any individual(s) for a credited program or series, whether on screen, in advertising or in publicity, except where the Program Committee agrees, or an arbitrator decides otherwise as provided below, “production,” “presentation” and “possessory” credits are deemed to include, but are not limited to, the following credits:

“A Jane Smith Production”  
 “A Sam Jones Program”  
 “A Jane Smith Presentation”  
 “Sam Jones’s .....

“Presented by Jane Smith”  
 “A Presentation of Sam Jones”  
 “A Jane Smith Documentary”

The Company may convene the program committee to determine whether it would be equitable in the circumstances to award a “production,” “presentation” and “possessory” credit on the basis that an individual has made a unique or outstanding contribution to the production. In the event a majority of the Committee cannot reach agreement, the matter shall be subject to expedited arbitration under Article 11.E. of the 2008 MBA. The criteria upon which the arbitrator shall base his/her award are as outlined above.\* In no event shall an individual be granted a production, presentation or possessory credit unless such individual is the sole credited writer and director as well as producer of the program. Receipt of such credits shall not, in and of themselves, qualify the individual for a production, presentation or possessory credit. The fact that the Company has not deemed a possessory credit appropriate in any instance shall not be determinative of this issue.

10. A writer who has participated in the writing of the teleplay (telescript) or of the story (other than source material) with respect thereto, and, in the case of a remake, any writer who has received credit under this Agreement or under a predecessor Agreement to this Agreement for either story (other than source material) or teleplay (telescript) or screenplay in connection with a prior version of the film previously produced for theatrical release, for free television exhibition or for supplemental markets, shall, for the purpose of this Agreement, be considered a participant. As a participant, the writer shall be entitled to participate in the procedure for determination of writing credits. The Guild shall cooperate with the Company when possible by providing information when

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\* Among the factors which the arbitrator may evaluate as part of a unique or outstanding contribution to such production are the individual’s experience and his/her identification with the subject matter of the program.

requested relating to the writers of the prior version(s) of the film. This paragraph shall not apply if it conflicts with the contractual commitments entered into prior to March 2, 1981, if said commitments were valid at the time the contractual commitment was made.

11. Before the writing credits are finally determined, the Company will send concurrently to each participant and to the Guild written notice, which will state the Company's choice of credits on a tentative basis, together with the names of all participants and their addresses last known to the Company. In the event that the majority of the participants are members of the Writers Guild of America, East, Inc. the written notice required to be sent concurrently to the Guild shall be sent to the Writers Guild of America, East, Inc. and in the event that a majority of the participants are members of Writers Guild of America, West, Inc., the written notice required to be sent concurrently to the Guild shall be sent to Writers Guild of America, West, Inc. In the event that the membership of the participants is equally divided between the two Guilds, the required written notice shall be sent to the Writers Guild of America, East, Inc. For informational purposes a copy will concurrently be sent to the Guild of which a minority of writers are members. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within two (2) days after the Company's request for such information, in addition to giving notice to each participant shown in its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which the Company intends to use in connection with the photoplay. Such credits shall not be subject to protest and arbitration as hereinafter provided but the Guild shall have the right to object to the form of such credit.

At the Company's request, the Guild may, but shall not be obligated to, make a tentative determination of screen credits and send out the notice.

12. The notice specified in Paragraph 11 hereof, will be sent by telegram to writers outside of Los Angeles or the New York area, depending on the place of production, or by telegram, messenger or special delivery mail to writers in such areas. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the Company. In case of remakes the Company shall not be under any obligation to send any notice to any writer contributing to the teleplay (telescript) or story of the original production, unless the writer has received credit.

Notices may be sent by mail, telegram or personal delivery as above provided. If notices are mailed, registered or certified mail shall be used, with return receipt requested; the failure of the addressee to sign or return the receipt shall not invalidate the notice.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company but such time will not be earlier than ten (10) business days from actual receipt of writer and agent; provided, however, that if in the good faith judgment of the Company there is an emergency requiring earlier determination and the Company so states in its notice, such time will not be earlier than

five (5) business days from actual receipt of writer and agent. If within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefore in the notice thereof. The Guild agrees not to use its right of protest indiscriminately.

14. If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than sixteen (16) business days after the Company delivers to the Guild, all of the scripts involved. In the event that the majority of participants are members of Writers Guild of America, East, Inc. delivery should be made to Writers Guild of America, East, Inc. and in the event that the majority of participants are members of Writers Guild of America, West, Inc., delivery shall be made to Writers Guild of America, West, Inc. In the event that the membership of the participants is equally divided between the two Guilds, the delivery shall be made to the Writers Guild of America, East, Inc. Provided, however, that if in the good faith judgment of the Company there is an emergency requiring earlier determination and the Company so states in its notice, said time may be no earlier than twelve (12) business days after the Company delivers to the Guild all of the scripts involved.

In any case where the Guild is required to read more than four (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the sixteen (16) business days or twelve (12) business days above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable. The Company will not unreasonably deny the Guild's request for an extension of time. Agreements for extension of time shall be in writing and shall specify the new date by which the Company will be advised of the arbitration decision.

15. Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York in accordance with Paragraph 14 above and the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination.
16. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company by telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally, and to the Guild at the last known address of the Guild in Los Angeles for matters involving the Writers Guild of America, West and in New York for matters involving the Writers Guild of America, East.

17. Unless a unanimous agreement has been reached in accordance with Paragraph 6 hereof, any participant or the Guild may within the period provided for in Paragraph 13 hereof, file with the Company at its studio and the Guild at its Los Angeles or New York office, as the case may be, a written request for arbitration of credits. Such filings shall be made in accordance with Paragraph 14 above. In any case where automatic credit arbitration is required under this Schedule B, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and in such case the Company will immediately make available to the Guild the material as provided for under Paragraph 15 of this Schedule B. The Guild through its arbitration committee shall, within the time limit specified by the Company make and advise the Company of its decision within the limitations of this Schedule B. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company.

Prior to the rendition of the decision, a special committee of writers may make such investigations and conduct such hearings as may seem advisable to it. The Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to that arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee with respect to writing credits, including any Board of Review established in connection therewith, insofar as it is rendered within the limitations of this paragraph shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

If the matter is referred to a Board of Review of the Guild, the Guild shall have an additional five (5) business days within which to render its credit arbitration decision; provided, however, that if in the good faith judgment of the Company there is an emergency and the Company so states in its notice, the Guild's time shall not be extended except as provided in Paragraph 14.

18. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise referring to this Schedule B or any writer consenting to the procedure set forth in this Schedule B, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the

manner provided in this paragraph, and all such rights or claims are hereby specifically waived.

19. In the event that after the screen credits are determined as hereinafter provided, material changes are made in the script or photoplay, either the Company or participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for in the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

20. No writer shall claim credit for any participation in the screen authorship of any teleplay (telescript) or story for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.
21. Writing credit for movies-of-the-week and television specials such as mini-series, multi-part series and "long form" television programs (but not necessarily in the form specified in this Schedule B), shall be included in publicity releases issued by the Company relating to the television film when the producer and the director are mentioned, whether in the form of a production or presentation credit or otherwise, except where such release is restricted to information about such individual or individuals. Prior to a final determination of credits the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

With reference to credits in advertising which is contracted for by the Company and which is more than eight (8) column inches in size, if the name of the individual producer or director (or executive producer as an individual) is included, the name of the writer shall be included and the writer shall receive parity as to size and style of type with the director, producer and executive producer. In connection with an anthology or episodic series, or serial, if advertising credit is given to a producer or a director (or an executive producer as an individual) only in connection with advertising the entire series the writer shall be given credit in such advertising where the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer, director or executive producer receiving such advertising credit. If spoken credits are accorded to the producer or director (or executive producer as an individual) they shall also be accorded to the writer. Oral self identification by a producer or director or executive producer shall not be deemed to be a spoken credit for the purpose hereof.

With regard to advertising in Los Angeles or New York trade publications for a television series, or any individual episode of a series, if credit is given to a director, producer, or

executive producer with reference to the series, the writer(s) entitled to “created by” or “developed by” credits shall receive parity of credit with such executive producer, producer, or director.

In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15.B.14. of the 2008 MBA, it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefor which is appropriate to the field or medium for which such material is licensed. If Company itself uses such material pursuant to subparagraphs a. or e. of said Article 15.B.14., it will accord appropriate credit to such writer or writers in connection therewith, but in the event of any dispute concerning the appropriateness of such credit the Company’s decision shall be final.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a teleplay (telescript). The credit on a novel based on a teleplay (telescript) shall indicate that the novel is based on a teleplay (telescript). Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover, the “teleplay” (“telescript”) or “written by” credit shall also appear on the cover in the same size and style of type as the writer of the novel, provided, however, that the writing credit need not so appear if the writer of the teleplay (telescript) is the writer of the novel. If a non-fiction book is based in whole or substantial part on and derived from the original and specific teleplay or telescript for which a sole writer received on screen credit, such credited writer shall receive credit on the book in the same manner as the writer of a teleplay (telescript) receives credit on a novel under this paragraph. The contract with the publisher shall provide that this credits provision is for the express benefit of the writer and the Guild, and that the publisher will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

The Company shall provide the writing credit of a program, in the same form as required on screen, on all program transcripts, whether distributed by mail or accessed on-line; it being understood that placement of such credit shall be prominent, but its location shall be at the discretion of the Company. In the event any program credits are provided in a teacher’s guide, the writer’s credit shall also be included. In addition, the Company shall provide the writing credit on each specific program’s web page, in the same form as required on screen. The placement of such credit shall be prominent but the location shall be at the discretion of the Company.

Nothing contained in this Paragraph 21 shall be deemed to affect, limit, or modify the “Buyer” executing an assumption agreement under subparagraph 8 of Article 15.B. of the 2008 MBA shall in all respects be in the same position as the “Seller.”

No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default, or a breach by the Company of this Agreement.

22. No commercial, promotional, underwriting, sponsorship or advertising matter, audio, or visual, shall appear on, with or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter":
- a. Such use as a part of or in direct conjunction with the title of the program or programs series (as in "Dupont Show of the Month," "GE Theatre," or "US Steel Hour");
  - b. Such use as an integral part of draperies, sets or props appearing under a superimposition of credits where such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy variety and audience participation program);
  - c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program where the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;
  - d. Such use as a part of the playing or singing of the sponsor's musical theme.
23. A credit on the screen in the form "created by" shall be given on each episode of an episodic series or serial, to the writer where such writer is entitled to sequel payments for such episode. In the event of a dispute concerning the "created by" credit, which, if any, of the writers shall be accorded such credit shall be determined pursuant to the credit arbitration provisions set forth in and promulgated under Article 16.B. of the 2008 MBA. Such credit ("created by") shall be on a separate card and shall be contiguous to a writing credit. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "created by" credit and the person whose contract provided for such may be given a "developed by" credit or other similar credit.
- a. A writer entitled to "created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.
  - b. With regard to any episodic series or serial in which a writer subject to the Basic Agreement has separated rights, is entitled to sequel payments and receives a "created by" credit, if the Company desires to grant a "developed by" credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.
  - c. A "developed by" or "developed for television" or any like credit may be given only to a person who has contributed to the writing of the program, series or episode involved; provided however that any such credit provided for in any

contract in existence on the effective date of this agreement may be given whether or not it satisfies the requirements of this subparagraph c.

24. A credit entitled "narration written by" or "narration by" shall be in accordance with the chart on page 74.
25. Notice of tentative credits shall be in the following form, which form has been approved by the Guild: (NOTE - these forms appear on the following pages)
26. Where the Company supplies material to newspapers and periodicals such as TV Guide for listing programs, it will list writing credits if they have theretofore been determined.
27. Where the Company has failed to provide credit on the screen in accordance with final credit determination it shall correct each print before such print is re-telecast and place a full-page advertisement in either DAILY VARIETY or the HOLLYWOOD REPORTER specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit.
28. Each writing credit card required hereunder shall appear on the screen a minimum of two (2) seconds, or the length of the producer's or director's credit, whichever is shown longer.
29. If by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule B are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect, to the credit to be given, if any, shall be binding and conclusive on these parties and the writers.
30. At the Company's election, in the case of the theatrical exhibition of a television film, the word "screenplay" may be substituted for "teleplay" ("telescript"), the phrase "screen story" may be substituted for "television story" and the writing credits on screen, in advertising and publicity may otherwise comply in all respects with the provisions of Theatrical Schedule A.
31. If the Company includes in its publicity releases credit to the producer, director and either the star or lead performers of such film, it is agreed that the Company shall also accord credit in such publicity releases to any writer or writers entitled to story or story telescript screen credit hereunder on such television film.

**Where the Notice is required to be sent to Writers Guild of America, East, Inc.**

**NOTICE OF TENTATIVE WRITING CREDITS**

To: Writers Guild of America, East, Inc.  
250 Hudson Street, New York, New York 10013  
and Participating Writers

NAME OF PARTICIPATING WRITERS

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

Date of Commencement: \_\_\_\_\_ Date of Delivery: \_\_\_\_\_

Title of Episode: \_\_\_\_\_ Production # \_\_\_\_\_  
(indicate if pilot)

Series Title: \_\_\_\_\_

Producing Company: \_\_\_\_\_

Executive Producer: \_\_\_\_\_

Producer: \_\_\_\_\_ Associate Producer: \_\_\_\_\_

Director: \_\_\_\_\_ Story Editor  
(or Consultant): \_\_\_\_\_

Other Production Executives, if Participating Writers: \_\_\_\_\_

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M. on (Producer to insert date)

\_\_\_\_\_

\_\_\_\_\_

(Name of Producer)

BY: \_\_\_\_\_

(Title) \_\_\_\_\_

**Where the Notice is required to be sent to Writers Guild of America, West, Inc.**

**NOTICE OF TENTATIVE WRITING CREDITS**

To: Writers Guild of America, West, Inc.  
7000 West Third Street, Los Angeles, California 90048  
and Participating Writers

NAME OF PARTICIPATING WRITERS

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

Date of Commencement: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

Title of Episode: \_\_\_\_\_ Production # \_\_\_\_\_  
(indicate if pilot)

Series Title: \_\_\_\_\_

Producing Company: \_\_\_\_\_

Executive Producer: \_\_\_\_\_

Producer: \_\_\_\_\_ Associate Producer: \_\_\_\_\_

Director: \_\_\_\_\_ Story Editor  
(or Consultant): \_\_\_\_\_

Other Production Executives, if Participating Writers: \_\_\_\_\_

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M. on (Producer to insert date)

\_\_\_\_\_

\_\_\_\_\_

(Name of Producer)

BY: \_\_\_\_\_

(Title) \_\_\_\_\_

## NARRATION

(by writer other than writer of teleplay or story and teleplay)

FILM ASSEMBLED IN STORY SEQUENCE

FILM FOOTAGE NOT ASSEMBLED IN STORY SEQUENCE

Nature of material already written under MBA when narration writer hired	** Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer	** Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Written by	See Rate Schedule B	Yes, based on % of applicable freelance minimum in Rate Schedule B
2. Story only	Narration written by (if story credit then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Narration written by (if story credit then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and Teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card)  Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)	None, but if over 8 minutes of narration (aggregate), may receive Narration by credit (same card)  Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration

\*\* Credits not to affect rates -- There is no Separation of Rights for Narration

## SCHEDULE C

- I. The following provisions of the 2008 WGA Theatrical and Television Basic Agreement are incorporated herein:

Article:

1. Definitions
  - A. General
  - C. Television
2. Term and Effective Date
  - A. General - with date conformed
  - C. Television - with dates conformed
3. Work Lists, Loan-Outs and Recognition
  - A. General
  - C. Television
4. Parties Bound By This Basic Agreement
  - A. General
  - C. Television
5. Geographical Application of this Basic Agreement (General)
6. Guild Shop (General)
7. No Strike, No Lock-Out Clause (General)
9. Minimum Terms (General)
10. Grievance and Arbitration
11. Grievance and Arbitration Rules and Procedures
12. Court Proceedings
13. Compensation
  - B. Television
    1. Minimum Basic Compensation (Dates to conform with this Agreement)

2. High Budget Films
3. Low Budget Films
4. Negative Cost
5. Story Claim By Production Executive
6. Step Outline
7. Schedule of Minimum Compensation
  - dd. Segment Rate
  - f. Installment Payments
  - m. (1) Format
    - (2) Bible
    - (3) Rewrite or Polish of Format or Bible (except as minimums specified therein)
  - p. Non Commercial Openings and Closings (not as to minimum rates)
  - q. Total Writing Cost
  - r. Pilot Scripts, Back-up Scripts and Spin-Offs
  - s. Week-to-Week and Term Employment (except that rates in Schedule A apply)
10. Cut-Off

D. Payment Procedures

15. Television Exhibition Reruns & Foreign Telecasts of TV Films

B. Television

4. Untitled
5. Untitled
6. Untitled
7. Untitled
8. Television Literary Material Assumption Agreement

9. [Deleted]
  10. Use of Excerpts
  12. Small Accountings
  16. Basic Cable
  17. Untitled
17. Pension Plan and Health Fund
    - A. General Provisions
    - B. Pension Plan
    - C. Health Fund
    - D. Supplemental Health Insurance Plan
    - E. Audits
    - F. Committee on Pension and Health (with employer representatives from KCET, WGBH and Thirteen)
  18. Notice to Writers Employed on Same Material (General)
  19. Use and Delivery of Standard Form Contracts
    - A. General
    - C. Television
  20. Speculative Writing
    - B. Television
  21. Location Expenses (General)
  22. Term Contracts - Options (General)
  23. Lay-Off (General)
  24. Guaranteed Employment (General)
  25. Notice of Termination of Employment (General)
  26. Force Majeure
  28. Warranty and Indemnification (General)

29. Separate Agreements (General)
32. Reference to Agreement (General)
33. Jurisdictional Disputes (General)
35. Recognition of Agreement (General)
36. Terms and Conditions Applicable to Certain Categories of Programs.
37. Names on Literary Material (Television)
38. Non-Discrimination
39. Pilot Screening (Television)
40. Security Instruments (Television)
41. Notices (General) (Shall include New York City, N.Y. whenever a reference to Los Angeles is made)
42. Posting Bonds (General)
43. Computation of Time (General)
44. Severability of Provisions (General)
47. Writer's Right to View Cut, Answer Print and Sneak Preview
  - B. Television
  - C. Untitled
48. Professional Status of Writers: Writers Participation in the Production Process (General)
49. Shopping of Material
  - B. Television
  - C. Untitled
51. Supplemental Markets
52. Industrial Films (General)
53. Financial Information
54. Prohibition of so-called "Morals Clause"
55. Restraint on Licensee Right of Approval

- 56. Significance of Titles and Sub-titles (General)
- 57 Pay Television and Video Disc/Video Cassette Production
- 58. Television Schedule B - Standard form Freelance Film Television Writers Employment Contract
- 64. Reuse of MBA-Covered Material in Interactive Programs

Appendix A and attachment to Appendix A

Appendix B - Production for the Pay Television and the Video Disc/Video Cassette Markets

Article 38 E 4 Sideletter

Article 48 F Sideletter

Article 51 Sideletter

Sideletter on Residuals Commission

- II. The following provisions of the 2008 WGA Theatrical and Television Basic Agreement are not included in this Agreement:

Article:

1. Definitions

B. Theatrical

2. Term and Effective Date of Agreement

B. Theatrical

3. Work Lists, Loan-Outs and Recognition

B. Theatrical

4. Parties Bound By this Basic Agreement

B. Theatrical

8. Credits for Screen Authorship (General)

13. Compensation

A. Theatrical

B. Television

7. Schedule of Minimum Compensation

a. Story

b. Teleplay

c. Story & Teleplay

cc. Story with Options

d. [Deleted]

e. Serials

g. Plot Outline - Narrative Synopsis of Story

h. Compensation for Rewrites and Polishes

i., j., k., l. [Deleted]

n. Narration

- o. Remakes
    - 8. Reading Time and Obligation of Freelance Writer re Revisions
    - 9. Time of Payment
  - C. Claimed Overpayments
- 14. Writers Also Employed in Additional Capacities (Television)
- 15. Television Exhibition
  - A. Theatrical
  - B. Television
    - 1. Unites States and Canada
    - 2. Foreign Telecast Formula
    - 3. Application of Excess
    - 11. [Deleted]
    - 13. Additional Compensation for Theatrical Exhibition
    - 14. Additional Compensation for Certain Use of Material to Which Separated Rights Do Not Apply
    - 15. Simulcasts
- 16. Separation of Rights
  - A. Theatrical
  - B. Television
- 19. Use and Delivery of Standard Form Contracts
  - B. Theatrical
- 20. Speculative Writing
  - A. Theatrical
- 27. Motion Pictures to Which Agreement Not Applicable (Theatrical)
- 30. Writer Employment Agreement of Company (Theatrical)
- 31. Opportunity to Execute Similar Agreement (Theatrical)

45. Labor-Management Cooperative Committee (General)
46. Foreign Performance Fees (Theatrical)
47. Writer's Right to View Cut, Answer Print and Sneak Previews
  - A. Theatrical
49. Shopping of Material
  - B. Theatrical
50. Copyright (Television)
58. Release of Free Television Programming and Theatrical Motion Pictures to Basic Cable
59. Copyright Royalty Tribunal Monies (and Sideletter)
60. Dissemination of Critiques of Literary Material (General)
61. Services Not Covered by This Agreement (Documentary)

Television Schedule A - Television Credits

Television Schedule C - Appendix A - Program Credits Other than Documentary

Television Schedule D – Appendix A - Documentary, News, and Public Affairs Program Credits

Television Schedule D-1 - Documentary Writing Credits Addendum

Sideletter to Appendix A – re Literary Material

Theatrical Schedule A - Theatrical Credits

Appendix C - Programs Made For Basic Cable Television

Article 15.B.1.b.(2)(c) Sideletter

Article 16 Sideletters