

Proposed Amendments to Screen Credits Manual  
Clean Text of Proposed Amendments  
October 8, 2018

## **Preface**

Welcome to the credit determination process. If you are reading this Screen Credits Manual, chances are you are about to be involved in a credit arbitration.

Credit arbitrations can be stressful for participating writers. Take the time to read this manual and learn about our rules and procedures. The more informed you are, the more prepared you will be to make the best possible case for the credit you are seeking.

Once you have carefully read the Screen Credits Manual, the Credits Department will be happy to answer any additional questions you may have. Remember: ignorance of the rules is not a basis for overturning an Arbitration Committee's decision once a decision has been rendered.

## **Introduction**

A writer's credits play an enormous role in determining our position in the motion picture and television industry. Our professional status depends on the quality and number of screenplays, teleplays, or stories that bear our name. Writing credit is given for authorship of the work the audience sees on screen, including plot, characters, dialogue, scenes and all other elements that comprise our work.

The administration of an accurate and equitable system of determining credits is therefore one of the most important services the Guild performs for writers. This manual will help you understand the guidelines and procedures we use to make that decision.

The credits process seeks to ensure that writers who make the most significant contributions to a screenplay are acknowledged on screen. When more than a single writer is involved, however, it may be the case that other contributing writers will not receive screen credit. When there is a dispute between writers over credits, fellow writers have the difficult but critical responsibility of making the final determination.

We are guided in this task by one bedrock principle: our writing credits should be a true and accurate statement of authorship as determined by the rules and procedures. This Manual reflects those rules and procedures, which are based on:

1. the Guild's contractual obligations under the Theatrical and Television Basic Agreements (also known as the "Minimum Basic Agreement" and referred to herein as "MBA"), as ratified by the membership;
2. the Guild's own rules and regulations, which have been voted on and put into practice by the membership;
3. the Guild's own internal processes and procedures for applying the MBA rules developed over the years; and
4. legal precedent interpreting the MBA.

For practical tips to help you protect your interests in an arbitration, please refer to the *Credits Survival Guide*, which you can access at the Guild's websites, [www.wgaw.org](http://www.wgaw.org) or [www.wgaeast.org](http://www.wgaeast.org).

## **I. Working Procedures**

### **A. DEFINITIONS**

#### **1. Writer**

The term "writer" is defined in the MBA. In general, the term "writer" means a person employed by a Company to write literary material or a person from whom a Company purchased literary material and who, at the time of purchase, was a "professional writer," as defined in the MBA.

For purposes of credit, a team of writers, as defined in the Screen Credits Manual Section I.C., is considered as one writer.

If literary material covered under the MBA is written by one member of a team, separate and apart from the work of the team, such literary material shall be considered separate from the literary material by the team for purposes of assessing contributions to the final shooting script. Therefore, such individual is eligible to receive writing credit as an individual writer and/or as a member of a team.

#### **2. Professional Writer**

The MBA generally defines a "professional writer" as a person who has received employment for a total of thirteen weeks as a television or theatrical motion picture writer; or received credit on the screen for a television or theatrical motion picture; or received credit for a professionally produced play or a published novel. A writer may also negotiate with a Company to be treated as a "professional writer" even if the writer would not otherwise qualify as a "professional writer" under the MBA.

#### **3. Literary Material**

Literary material is written material and shall include stories, adaptations, treatments, original treatments, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plots, outlines, narrative synopses, routines, and narrations, and, for use in the production of television film, formats.

#### **4. Source Material**

Source material is all material, other than story as hereinafter defined, upon which the story and/or screenplay is based.

Source material is material assigned to the writer that was previously published or exploited and upon which the writer's work is to be based (*e.g.*, a novel, a produced play or series of published articles), or any other material written outside of the Guild's jurisdiction (*e.g.*, literary material purchased from a non-professional writer). Some examples of source material credits are: "From a Play by," "From a Novel by," "Based upon a Story by," "From a Series of Articles by," "Based upon a Screenplay by," or other appropriate wording indicating the form in which such source material is acquired. Not all assigned material is source material. For example,

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literary material written by prior participating writers and research material are not considered source material.

## **B. WRITER'S RESPONSIBILITIES WHEN ASSIGNED**

### **1. Notify other writers on the same assignment.**

The writer's responsibility begins at the moment the writer starts an assignment. Guild Working Rule 12 requires that the writer ascertain from the proper authorities in the production company the names of any other writers simultaneously assigned to the same material. The writer also must notify any such writers of the fact that the writer has been assigned to the material.

The Company is obligated, under the MBA, to notify a writer of all writers currently or previously employed by the Company on the same material. At the request of any participating writer, the Company will notify the writer in writing of the name(s) of any writer(s) employed subsequent to such writer.

### **2. File contract at Guild office.**

Each member must promptly file a copy of the member's contract of employment with the Guild, within one week after receipt of the contract. Contracts can be submitted electronically to [contracts@wga.org](mailto:contracts@wga.org).

### **3. Keep a copy of all work done.**

For fair credit determination, it is vital that writers keep copies of all work done. To be considered in a credit arbitration, literary material must have been submitted by the writer to the Company upon completion of the work or upon purchase. All material should be properly dated and labeled. Copies of story or script suggestions constituting literary material should be kept and must also have been submitted to the Company in writing if the writer wants to claim credit for these contributions. A dated communication to the Company, such as an email, can place these suggestions on the record. Literary material submitted to the Company includes submission to individuals authorized by the Company to accept such materials.

## **C. COLLABORATION: A TEAM OF WRITERS**

A "team" of writers is defined as two or more writers who collaborate to write a specific piece of literary material. The resulting literary material is attributable to the team as a whole, rather than to an individual member of the team. A waiver from the Guild is required for a team of more than three writers.

The Guild must presume that when two or more writers comply with the definition of a team and their names appear jointly on the work that is produced, the whole will be judged as a joint contribution unless a specific objection to this assumption is made at the time of the writing. Such objections should be made in writing to the staff of the Credits Department and concurrently to the other writer. It is the Guild's position that a writer who chooses to question the validity of a collaboration should do so openly and frankly at the time the work is done and not several months later in the course of a credit dispute.

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If a writer is employed to work as part of a team in collaboration with a writer also employed in an additional capacity (e.g., a producer or director), a writing contract for the team is required in order for the writer also employed in an additional capacity to claim co-authorship of the team's material. (See "Section III.B. Production Executives.")

When writers perform services as a team, even if just for a single project, writing credit to the team must be designated with an ampersand (“&”) between the names of the team members. Use of the word "and" between writers' names in a credit indicates that the writers did their work separately, one usually rewriting the other. This distinction is well established in the industry through custom and practice and is not subject to the writers' preference.

#### **D. WRITING INDEPENDENTLY OF PRIOR SCRIPTS**

It is the policy of the Guild that arbiters in credit arbitrations must assume that a writer has access to prior literary material verified for arbitration.

Although a writer may in all honesty claim not to have seen such prior literary material, or that the producer asked the writer not to read such prior literary material, or that all copies of such prior literary material were unavailable, the arbiters must nevertheless presume the writer did, in fact, have access to such prior material if a significant similarity exists between a prior piece of literary material and the writer's later literary material.

For the purposes of arbitration, “access” is not limited to material the writer may have read. For instance, if a producer, director, studio executive, or any other production executive communicates with a writer (directly or inadvertently, formally or informally) about prior material, that is considered access. This presumption that a writer has had access to prior literary material is irrebuttable, and a claim of writing independently of prior literary material may not be considered by a Policy Review Board.

This section relates only to the presumption that subsequent writers have access to prior writers' literary material. Please see "Section III. Guild Policy on Credits" for contribution necessary to receive credit.

In the case of simultaneous writing, whether the presumption of access shall be applied will be determined on a case by case basis.

## **II. Credit Determination Procedure**

### **A. NOTICE OF TENTATIVE WRITING CREDITS**

Theatrical Schedule A of our MBA provides that the Company will concurrently send to the Guild and to each participating writer, or to the current agent of a participating writer if that participant so elects, a Notice of Tentative Writing Credits ("Notice"). The Company also is required to provide each participating writer (or designated agent) a copy of the final shooting script (or if such script is not available, the latest revised script).

A participating writer is defined as a writer who has participated in the writing of the screenplay, or a writer who has been employed by the Company on the story and/or screenplay, or a "professional writer" who has sold or licensed literary material subject to the MBA. (See Section I.A.2. for the definition of “professional writer.”) In the case of a remake, any writer who

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received writing credit under any WGA Basic Agreement in connection with a prior produced version shall also be a participating writer. If a participating writer is unavailable to participate in the credit determination process, an appropriate representative may participate on such writer's behalf in the procedure for determination of writing credits.

Although it is the Company's responsibility to send the Notice properly in accordance with the MBA, it is in the best interest of each participating writer to make sure the Guild and the Company always have current contact information to ensure proper and timely delivery. ***If a writer contractually designates an agent or other representative to receive Notices, then the writer should periodically remind such representative to forward all Notices in a timely manner so important deadlines are not missed.***

If a participating writer intends to be away from home, or for any other reason will not be able to receive materials at the writer's customary mailing address, the writer should give prompt written notice to the Company to send the Notice of Tentative Writing Credits and the Final Shooting Script to a specified representative.

## **B. WHAT TO DO UPON RECEIPT OF NOTICE**

1. If a participating writer agrees with the tentative writing credits proposed by the Company, the writer does nothing, signifying agreement with the proposed credits. The Guild will notify you if any further action is required.
2. If after reading the final script, a participating writer wishes to discuss the credits with the other participating writers involved before deciding whether or not to protest the tentative writing credits, the writer may call the Guild and the Guild will make reasonable efforts to arrange for such discussion.
3. If after reading the final script a participating writer wishes to protest the tentative writing credits as proposed by the Company, the writer sends a written protest both to the Guild, at [NTWC@wga.org](mailto:NTWC@wga.org), and to the Company in substantially the following form:

"I HAVE READ THE FINAL SCRIPT AND I HEREBY PROTEST THE  
TENTATIVE WRITING CREDITS ON (NAME OF PRODUCTION) AND  
CONSIDER CREDIT SHOULD BE \_\_\_\_\_."

Such written protest must be received by the Company and the Guild within the time specified at the bottom of the Notice, but in no event shall this time be less than that specified in the MBA, which states, "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 6:00 p.m. of the tenth business day following the next day after the dispatch of the notice above specified (12 business days); 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 may be no earlier than 6:00 p.m. of the fifth business day following the next day after the dispatch of the notice above specified (7 business days)."

No participating writer should request credit or ask for an arbitration without first having read the final script.

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4. In the case of an automatic arbitration, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the Notice.<sup>1</sup>

**C. AGREEMENT AMONG WRITERS**

When more than one writer has participated in the writing of a motion picture, then all participating writers have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen and in what form, provided that the form agreed upon is in accordance with the terms of Theatrical Schedule A of the MBA, and provided the agreement is reached in advance of arbitration. The MBA also provides that the form of such credit shall not be suggested or directed by the Company.

Any participating writer may initiate a meeting or other discussion among all the writers who have contributed to try to reach such an agreement. If the participating writers reach an agreement on the credits, such agreement shall be confirmed in writing.

After a protest is received by the Guild, if there is an indication that agreement on the credits might be reached by the participating writers, the Credits staff will make reasonable efforts to arrange a meeting or other discussion among the writers for this purpose. If no agreement is reached, credits shall be finally determined by arbitration.

**D. ARBITRATION<sup>2</sup>**

**1. Selection of Arbiters**

Any controversy as to credits shall be determined by an Arbitration Committee consisting of three members of the Guild who shall be drawn from the Screen Arbiters List. The Screen Arbiters List includes writers who have been current members for at least five years or who have received three screen credits. At least two of the three arbiters on any Arbitration Committee shall have served on no less than two previous Arbitration Committees. No individual who serves as an arbiter, consultant, member of a Special Committee, or Policy Review Board shall have an interest in the outcome of the credit determination.

In setting up a Committee to serve in a particular arbitration, the Credits staff shall submit to the participating writers a copy of the Screen Arbiters List. At that time, the participating writers shall have the right to challenge a reasonable number of the names on the Screen Arbiters List. Credits staff will select the Arbitration Committee from the names remaining on the list after all

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<sup>1</sup> The MBA requires an automatic credit arbitration in the following circumstances: 1) a production executive is proposed for writing credit and there are other, non-production executive participating writers on the project; 2) three writers are proposed for "Written by" or "Screenplay by" credit; 3) a "Screen Story by" credit is proposed; and 4) an "Adaptation by" credit is proposed.

<sup>2</sup> The words "arbitration" and "arbiters" and their variants are used in this Manual in their broadest sense as implying an expeditious, fair, and impartial means of resolving credit disagreements among writers. There is no intended or implied connection with the more formalized arbitrations conducted in other forums, such as court-ordered arbitrations or union-management arbitrations. Use of the terms "arbitration" and its variants in this Manual does not contemplate that the credit determination procedures hereinafter set forth are to be construed as a form of statutory arbitration or as a grievance/arbitration mechanism such as the one contained in Articles 10 and 11 of the MBA.

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participating writers have had the opportunity to file a list of challenges. Wherever possible, arbiters will be selected who are experienced in the type of writing involved in the particular arbitration.

The members of the Arbitration Committee so selected shall not be informed as to the name or identity of the other members of the Committee.

## **2. Screen Credits Consultants**

One member of the Guild's Screen Credits Committee shall be designated by Credits staff to act as Consultant for each Arbitration Committee, and during the arbitration period the Consultant shall be available to the members of that Arbitration Committee for information on policy, rules, precedent, and procedure. It is the Consultant's duty to aid the Committee in their effort to reach a majority decision.

## **3. Anonymity of Arbiters and Consultants**

As has always been Guild practice, the names of the selected arbiters and consultants remain anonymous and confidential. The Guild does not reveal the arbiters' or consultants' identities or any identifying information about them to the Company, the participating writers, or anyone else outside the credit determination process. Arbiters and consultants volunteer their services in reliance upon the Guild's promise of anonymity.

## **4. Rights and Responsibilities of Participants**

All participating writers are obligated to cooperate with the Guild, including the Credits staff, the Consultant, the Special Committee in a Pre-Arbitration, the Arbitration Committee, and the Policy Review Board panel, in every way required to render a fair and timely decision.

### **a. Verification of Materials**

The MBA requires the Company to submit three copies of all available material written by the participating writers as well as all available source material. As the final determination of credits is based solely on an analysis of this written material, the participating writer owes it to himself/herself to examine all literary material and source material submitted to the Guild by the Company and to make certain that all material written by the writer has been submitted and is accurately attributed and dated. This may require a trip to the Guild office to examine material. Upon request, the Guild will also provide a participating writer with copies of the literary and source material.

Under provisions of the MBA, the Guild has the right to ask for a cutting continuity, which will be provided by the Company ***if it is available at the time of the arbitration***. For this reason, if a participating writer believes that the "final shooting script" does not accurately reflect what was shot during principal photography, the writer should request Credits staff to ask the Company to submit a cutting continuity. **If the cutting continuity is submitted to the Arbitration Committee, it is not credited to any participating writer.** If a cutting continuity is not available, the Guild will proceed with the credit arbitration on the basis of the final shooting script as submitted.

### **b. Statement to the Arbitration Committee**

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The statement to the Arbitration Committee provides the participating writer with an opportunity to explain why the writer is entitled to a particular credit. While the Arbitration Committee bases its decision solely on literary material, including scripts, stories, treatments, etc., and source material, each participating writer is strongly urged to submit a written statement of the writer's position to Credits staff to forward to the arbiters. The statement should objectively and substantively address the requirements to receive credit as set forth in this Manual, "Section III. Guild Policy on Credits." The focus of the statement should be how the literary material has met the criteria outlined in the Manual for the credit the writer is seeking. In addition, the statement may include breakdowns and illustrative comparisons between the final shooting script and earlier work or any other information that would help the Arbitration Committee to evaluate the writer's contribution to the final shooting script.

The Arbitration Committee must base its decision on each writer's relative contribution to the final shooting script, and not on the perceived quality of work or other extraneous factors.

As the written statement is the participating writer's only opportunity to communicate the writer's position to the arbiters, it is advised that the writer take due care in its preparation. Because of the limitation of 21 business days for the arbitration, this statement must be delivered to the Guild within 72 (seventy-two) hours from notification by the Guild that all of the literary and source material for the arbitration has been submitted. Reasonable requests for extensions will be granted, but will not preclude the Guild from proceeding with an arbitration with the statements then available to the Guild. If a participating writer submits a statement after the materials have been submitted to the Arbitration Committee, Credits staff will forward such statement to the Arbitration Committee, provided such statement is received prior to a decision of the Arbitration Committee.

After overseeing thousands of credit determinations and speaking with hundreds of writers who have served on Arbitration Committees, we can offer some general advice on how to craft a participating writer statement:

- Lengthy statements are unnecessary. The recommended length of a statement is between one and five pages.
- Statements that are written personally by the participant are greatly preferred. Statements written by lawyers, agents, or so-called "statement experts" are usually identifiable as such, and are less effective. ***The Guild regards so-called "statement experts" to be ineffective and exploitative of our members and strongly discourages their use.***
- Personal statements that rely on the writer's unique insight and contribution of craft, and that refer to the specific guidelines in this Manual, tend to be more effective than statements that attempt to mathematically "quantify" contributions.
- Statements should presume the Arbitration Committee will carefully read the material. Long enumerations, lists, grids, and graphs specifying contributions tend not to be effective.
- Always remember that the strongest argument a writer has is the writer's written work itself. Writers' statements are not decisive in determining credit.



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Information that cannot be included in a writer's statement to the Arbitration Committee includes, but is not limited to, the following:

- A writer's entitlement to contingent compensation tied to the receipt of credit on screen.
- Letters or comments of support from other individuals.
- Information pertaining to the development process that is not germane to the arbiters' analysis of the literary material (e.g., the fact that a project was "greenlit" after a certain draft).
- Information irrelevant to the written work that may prejudice any writer in the process or information that may reveal the identity of any writer in the process (e.g., a writer's name or prior credits).
- Information that contradicts a decision made by a Special Committee in a Pre-Arbitration hearing on the project.
- Any material not otherwise admissible to the Arbitration Committee (e.g., research material).
- Information about any prior proceedings regarding the project including, but not limited to, hearings, arbitrations, expert readings, and participating writer investigations.

Credits staff is readily available to assist participating writers in preparing their statements and writers are strongly encouraged to contact staff with any and all questions.

Credits staff will review each participating writer's statement to ensure compliance with the above-stated rules. Statements that do not comply with the rules will not be submitted to the Arbitration Committee until they are revised to conform with the guidelines.

Due to the strict MBA deadlines for the credit determination, **Credits staff, in consultation with the participating writer, will redact statements as needed to conform to statement guidelines, as set forth in this Manual.** While a writer may elect to revise the statement, submission of the literary material to the Arbitration Committee will not be delayed by the need to revise a statement to comply with the above rules. A statement received after the literary material has been submitted to the Arbitration Committee, however, will be promptly forwarded to the Arbitration Committee provided such statement is received prior to a decision of the Arbitration Committee.

As a matter of Guild policy, the participating writer's statements are held confidential by the Guild in each arbitration. **Statements are not provided to other participating writers, the Company, or anyone else outside the credit determination process at any time prior to, during, or after the arbitration.**

### **c. Anonymity of Writers**

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The names of participating writers on the production shall not be revealed to the Arbitration Committee. Writers will be identified to the Arbitration Committee only as "Writer A," "Writer B," etc., with such designations reflecting the order in which the participating writers wrote.

## 5. Pre-Arbitration Hearing

In the event of a dispute over the authenticity, classification, sequence, authorship, or completeness of any literary material to be considered in a credit arbitration, a Special Committee consisting of three members of the Screen Credits Committee shall conduct a hearing at which all participating writers may present testimony and documentary evidence. This Special Committee is empowered to make a binding determination for purposes of submission of material to the arbiters.

Examples of the issues that must be resolved by a Special Committee prior to submission of a project to the Arbitration Committee include, but are not limited to:

- **Authenticity:** whether material was properly submitted to the Company.
- **Classification:** whether material meets the test of literary material (as defined by the Minimum Basic Agreement) for submission to the Arbitration Committee, fails to meet the test of literary material (e.g. "producer's notes," which may not be submitted), or whether material is source material or research material.
- **Sequence:** whether material is properly dated. Material is submitted to the Arbitration Committee in chronological order.
- **Authorship:** whether the writer responsible for the changes to each item of literary material is properly identified, including whether material was written by a team or an individual.
- **Completeness:** whether all literary material written by each participating writer and all source material has been submitted for the arbitration.

Following a decision of a credit Arbitration Committee, findings and/or conclusions of a Special Committee may be reviewed by a Policy Review Board to determine if there has been a misinterpretation, misapplication, or violation of Guild policy. A writer's failure to raise an issue that could have been resolved by a Special Committee prior to the arbitration is not a ground to overturn the decision of an Arbitration Committee.

## 6. Procedure of Arbitration Committee

The following information and material is sent to each member of the Arbitration Committee by the Credits staff member administering the arbitration:

- a. Writing credits as tentatively determined by the Company.
- b. Statements submitted by participating writers.
- c. A statement of the issues to be determined by the Committee and any other relevant information as formulated by Credits staff.

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d. Literary material, including scripts, stories, treatments, etc., verified for inclusion in the credit arbitration and source material submitted by the Company, together with a list of the dates and authorship of the material in chronological order. Generally, literary material shall be dated as of the date it is delivered to or acquired by the Company, even if there is a lapse of time and/or there were intervening writers between the time the literary material was written and when it was delivered to or acquired by the Company.

All participating writers may choose which of their verified literary material to submit to the Arbitration Committee. Every draft need not be submitted. Drafts may be submitted as "For Reference Only," which means that the arbiters are required to read only those specific pages that the writer has requested. Writers should review their own material in order to make this determination.

As has been the practice, where appropriate, only the final shooting script will be submitted to the Arbitration Committee on behalf of the last participating writer.

The literary material submitted to the Arbitration Committee includes material written by participating writers who are not seeking writing credit. This is necessary so that the Arbitration Committee can separate out the contribution of a subsequent writer from that of a prior writer who is not seeking credit.

e. A copy of this Credits Manual.

f. Instructions for each member of the Arbitration Committee to phone in their determination of writing credit to both the Credit Arbitration Consultant and the Credits staff member administering the arbitration, with confirmation of this decision to follow in writing.

Each member of the Arbitration Committee reads all the submitted material independent of the other two arbiters and makes a decision based on the guidelines for determining credits. **Although the participating writers are permitted to submit a statement to the Arbitration Committee advocating for a particular credit, the decision as to the appropriate credit must be based solely on the literary and source material submitted for the arbitration.** In determining relative contributions, the Arbitration Committee bases its determination on what material was actually used, not the Committee's personal preference of one script over another. In the event the members of the Arbitration Committee are not in unanimous agreement, the Arbitration Committee will participate in a teleconference facilitated by the Credit Arbitration Consultant. The members of the Arbitration Committee will discuss their decisions in an effort to achieve a unanimous decision. During the teleconference, the members of the Arbitration Committee shall not be informed as to the name or identity of the other members of the Committee.

If the Arbitration Committee is unable to reach a unanimous decision during the teleconference, the majority decision shall be deemed the decision of the Arbitration Committee. When the Arbitration Committee reaches a decision, each member of the Committee shall confirm their individual decision in writing with a summation of their reasoning. The decision of the Arbitration Committee shall be accepted as final, and the Credits Staff will communicate it to all interested parties.

## **7. Appeals Before a Policy Review Board**

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Within twenty-four hours of the initial notification of the Arbitration Committee's decision, any of the participating writers may request an appeal to a Policy Review Board. ***This is a strict 24-hour period – from the time you are notified of the decision of the Arbitration Committee, you have exactly 24 hours to request a Policy Review Board.***

This Policy Review Board will consist of the Chair or Vice-Chair as well as any other two members of the Screen Credits Committee (excluding the Consultant in the case). If the Chair or Vice-Chair are unavailable or otherwise unable to serve on a Policy Review Board, the Policy Review Board shall consist of three members of the Screen Credits Committee. No member of the Policy Review Board shall have an interest in the outcome of the credit determination.

The function of the Policy Review Board is to determine whether or not, in the course of the credit determination, there has been any serious deviation from the policy of the Guild or the procedure as set forth in this Manual.

***The members of a Policy Review Board are not permitted to read the material involved for purposes of independently judging writers' contributions to the final shooting script,*** and the Policy Review Board is not empowered to reverse an Arbitration Committee in matters of judgment regarding the participating writers' relative contributions to the final script.

Only the following are grounds for a participating writer's appeal to a Policy Review Board:

- a. Dereliction of duty on the part of the Arbitration Committee or any of its members;
- b. The use of undue influence upon the Arbitration Committee or any of its members;
- c. The misinterpretation, misapplication, or violation of Guild policy; or
- d. Availability of important literary or source material, for valid reasons not previously available to the Arbitration Committee.

If a writer is considering requesting a Policy Review Board, the writer may request copies of the arbiters' written summaries of their decisions, which will be provided by the Guild without any indication of the arbiters' identities.

Prior to the Policy Review Board hearing, writers requesting such Policy Review Board should submit a written statement to the Policy Review Board setting forth the grounds upon which the Policy Review Board is being requested (*i.e.*, items a., b., c., and/or d. listed above) and the basis for such claims in reasonable detail.

In those cases where it is empowered to act, the Policy Review Board shall have the authority to affirm the decision of the Arbitration Committee, direct the original Arbitration Committee to reconsider the case, or direct Credits staff to form a new Arbitration Committee.

The Policy Review Board must render a decision within the 21 business days allowed for the arbitration under the provisions of the MBA.

## **8. Notification**

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The Credits staff member administering the arbitration shall write a letter to the Company and the participating writers notifying them of the final decision of the Arbitration Committee.

## **9. Guild Decision Final**

Theatrical Schedule A provides:

"The decision of the Guild Arbitration Committee, and any Policy Review Board established by the Guild in connection therewith, with respect to writing credits, insofar as it is rendered within the limitations of this Schedule A, 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."

"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 Basic 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 or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, 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 Schedule A, and all such rights or claims are hereby specifically waived."

## **III. Guild Policy on Credits**

### **A. RULES FOR DETERMINING CREDIT**

Credit is determined by the material contributed to the final shooting script (as represented on the screen), rather than by the Arbitration Committee's personal preference of one script over another.

#### **1. "Written by"**

"Written by" is used when the writer(s) is entitled to both the "Story by" credit and the "Screenplay by" credit.

This credit shall not be granted where there is source material of a story nature. However, biographical, newspaper, and other factual sources may not necessarily deprive the writer of such credit.

"Written by" credit generally will not be shared by more than two writers. In unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting three writing teams may be used. The limitation on the number of writers applies to all feature-length photoplays except episodic pictures and revues.

#### **2. "Story by"**

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The term "story" means all writing covered by the provisions of the MBA representing a contribution "distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action."

"Distinct from screenplay" means that the contributions considered for story should not be applied to screenplay credit, nor should contributions considered for screenplay credit be applied to story credit.

Even though the Arbitration Committee at times receives only material in screenplay form, a screenplay document often encompasses story contributions distinct from screenplay contributions. It is up to the Arbitration Committee to examine a screenplay carefully with this in mind. A story may be written in story form or may be contained within other literary material, such as a treatment or a screenplay, for purposes of receiving "Story by" credit.

It is appropriate to award a "Story by" credit when: 1) the story was written under employment under Guild jurisdiction; 2) the story was purchased by a signatory company from a professional writer, as defined in the MBA; or 3) when the screenplay is based upon a sequel story written under the Guild's jurisdiction. If the story is based upon source material of a story nature, see "Screen Story" below.

Story credit may not be shared by more than two writers.

**Irreducible Shared Story Minimum:** In the case of an original screenplay<sup>3</sup>, the first writer shall be entitled to no less than a shared story credit.

### 3. "Screen Story by"

If the writer is furnished source material of a story nature but takes from it only a springboard, a characterization, an incident, or some equally limited contribution, creating a substantially new and different story from the source material, the writer may receive "Screen Story by" credit, but only as the result of arbitration. In such cases, the author of the source material may be given credit that specifies the form in which such material was acquired -- for instance, "From a Play by," "From a Novel by," "From a *Saturday Evening Post* Story by," "From a Series of Articles by," "Based on a Story by," etc. There is no percentage requirement to receive this credit.

"Screen Story" credit may not be shared by more than two writers.

### 4. "Screenplay by"

A screenplay consists of individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario, and dialogue as shall be used in, and represent substantial contributions to the final script.

#### a. Guidelines for the Arbiters in Determining Screenplay Credit

A "Screenplay by" credit is appropriate when there is source material of a story nature (with or without a "Screen Story" credit) or when the writer(s) entitled to "Story by" credit is different from the writer(s) entitled to "Screenplay by" credit.

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<sup>3</sup> See Section III.A.4.a.i., below.

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Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting three writing teams may be used. The limitation on the number of writers applies to all feature length photoplays except episodic pictures and revues.

**i. Original and Non-Original Screenplays**

For purposes of determining "Screenplay by" credit, two categories of screenplays are recognized:

1) Original screenplays. In the context of credit determination, "original" does not refer to the unique creative quality of a screenplay, but rather to the absence of assigned source material. Original screenplays are not based on source material. In addition, for a screenplay to be considered original, the screenplay must have been written by the first writer without any intervening literary material by another writer pertaining to the project.

For example, even if a screenplay is not based on source material, if one writer writes a treatment, and a subsequent writer then writes the first screenplay based on that treatment, the screenplay is not considered original for the purposes of credit determination.

There is an important exception to this rule: if a team writes a story, and there is no source material, and one member of the team goes on to write a screenplay without there being any other intervening literary material by any other writer, the screenplay shall still be considered an "original screenplay."

If a writer is furnished or uses research material, this does not disqualify the screenplay from being considered an original screenplay.

The first writer on an original screenplay is entitled to no less than shared "Story by" credit.

2) Non-original screenplays. In the context of credit determination, "non-original" does not refer to the unique creative quality of a screenplay, but rather to the presence of assigned source material. All other screenplays not covered in (1) above shall also be considered non-original for the purpose of credit determination.

Sequels and remakes are considered to be non-original screenplays.

The classification of a screenplay as original or non-original for credit determination purposes shall be made based solely on the final shooting script for the motion picture.

**ii. Percentage Requirements**

1) Original screenplay: The first writer on an original screenplay shall be entitled to screenplay credit if such writer's work represents a contribution of more than 33% to the final shooting script. Any subsequent writer or writing team must contribute 50% to the final shooting script. A subsequent writer who is a production executive, or a subsequent writing team that includes a production executive, must contribute more than 50% to the final shooting script.

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2) Non-original screenplay: Any writer, including a production executive, whose work represents a contribution of more than 33% to the final shooting script shall be entitled to screenplay credit.

Where a writer performs services individually and as part of a writing team, such writer's individual work may not be combined with work done as part of the team for the purposes of assessing such writer's contribution to the final shooting script.

See Appendix A for a chart summarizing the percentage requirements to receive screenplay credit.

### **iii. Selection from Source Material**

As a guideline for arbiters in cases involving a non-original screenplay based upon source material, it is a fundamental principle that selection of **screenplay elements** from the source material is a part of the creative process of writing the screenplay. Arbiters should give weight to any writer's original and unique utilization, choice, or arrangement of source material when it is present in the final shooting script, but not the employment of basic **story elements** that any other writer may have also selected. (See screenplay elements - Section III.A.4.b. See story elements - Section III.A.2.)

#### **b. Additional Guidelines for the Arbiters in Determining Screenplay Credit**

In each case, the arbiters read any source material and all literary material provided to them in connection with the development of the final screenplay in order to assess the contribution of each writer to the final shooting script.

The percentage contribution made by writers to screenplay obviously cannot be determined by counting lines or even the number of pages to which a writer has contributed. Arbiters must take into consideration the following elements in determining whether a writer is entitled to screenplay credit:

- dramatic construction;
- original and different scenes;
- characterization or character relationships; and
- dialogue.

It is up to the arbiters to determine which of the above-listed elements are most important to the overall values of the final screenplay in each particular case. A writer may receive credit for a contribution to any or all of the above-listed elements. It is because of the need to understand contributions to the screenplay as a whole that professional expertise is required on the part of the arbiters.

For example, many lines of dialogue may be changed, and the arbiters might still find the changes not significant enough to warrant screenplay credit. On the other hand, a small number of lines of dialogue may be changed in such a significant manner that the arbiters deem them highly contributive to screenplay credit.



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The same principle holds true for dramatic construction, original and different scenes, and characterization or character relationships. While the number of changes is often relevant, arbiters must also take into account the impact that those changes have upon the screenplay as a whole.

When attempting to discern whether a contribution is toward story or screenplay, and to avoid confusion between similar terms, it may be helpful to examine the differences between the two categories, as defined by the MBA.

<b>STORY</b>	<b>SCREENPLAY</b>
Idea and basic narrative	Dramatic construction
Outline indicating action	Original and different scenes
Outline indicating character development	Characterization or character relationships
Theme	Dialogue

It is possible to consider the writer of a story or treatment as eligible for screenplay credit, but only in those rare cases where the story or treatment is written in great detail, to an extent far beyond the customary requirements for a story or treatment.

These guidelines are, by their very nature, flexible and case-dependent. As such, the determination as to what constitutes story as opposed to screenplay resides ultimately in the sole judgment of the arbiters.

#### **5. "Adaptation by"**

In the interest of avoiding a multiplicity of credits, the Guild is opposed to the general use of the "Adaptation by" credit. However, the Guild recognizes that there are certain unusual cases where credit is due a writer who shapes the direction of screenplay construction without qualifying for "Screenplay by" credit. In those special cases, and only as a result of arbitration, the "Adaptation by" credit may be used.

#### **6. "Narration Written by"**

"Narration Written by" credit is appropriate where the major writing contribution to a motion picture is in the form of narration. The term "narration" means material (typically off-camera) to explain or relate sequence or action (excluding promos or trailers).

#### **7. "Based on Characters Created by"**

"Based on Characters Created by" is a writing credit given to the writer(s) entitled to separated rights in a theatrical or television motion picture on each theatrical sequel to such theatrical or television motion picture.

Where there are no separated rights, "Based on Characters Created by" may be accorded to the author of source material upon which a sequel is based.

#### **8. No Other Credits Approved**

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Any form of credit not expressly described in this Manual shall be used only upon receipt of a waiver from the Guild. Fewer names and fewer types of credit enhance the value of all credits and the dignity of all writers.

## **B. PRODUCTION EXECUTIVES**

The term "production executives" may be misleading to some. As used in the MBA, "production executives" are not specifically studio employees, as the term is often understood, but rather individuals who receive credit either as a producer in any capacity, or as the director. Writers should be aware that receiving any form of producing or directing credit qualifies them as a production executive for the purpose of arbitration. The Guild will not consider the basis upon which the credit was granted for the purpose of determining that a writer receiving credit as a production executive should not be subject to the rules for production executives.

The following rules govern writing credits of production executives who also perform writing services when there are other writers involved on the same project.

### **1. Automatic Arbitration Provisions**

Theatrical Schedule A of the MBA provides:

"Unless the story and/or screenplay writing is done entirely without any other writer, no designation of tentative story or screenplay 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 determination of such credit."

### **2. Notice Requirements**

If a production executive intends to claim credit as a team on any literary material with a writer(s) who is not a production executive, the production executive must, at the time when such team writing begins, have signified such claim in writing to the Guild and to the writer(s) with whom the production executive claims to have worked as a team. Failure to comply with the above will preclude such production executive from claiming co-authorship of the literary material in question, and such literary material shall be attributed to the other writer.

### **3. Percentage Requirements to Receive Screenplay Credit**

At the time of the credit arbitration, the production executive or production executive team must assume the burden of proving that the production executive or production executive team had, in fact, worked on the script as a writer and had assumed full share of the writing. In the case of an original screenplay, if the production executive or production executive team is not the first writer, the production executive or production executive team must have contributed more than 50% of the final script to receive screenplay credit. In the case of a non-original screenplay, the production executive or production executive team must have contributed more than 33% to receive screenplay credit. The contribution of the production executive or production executive team must consist of dramatic construction, original and different scenes, characterization or character relationships, and dialogue.

As in all cases, decisions of Arbitration Committees are based solely upon literary and source material. Therefore, production executives, as well as other writers, should keep dated copies of all literary material written by them and submitted to the Company.

### **C. REMAKES**

In the case of remakes, any writer who has received writing credit under the Guild's jurisdiction in connection with a prior version of the motion picture is a participating writer on the remake. As such, those prior writers are entitled to participate in the credit determination process and are eligible to receive writing credit pursuant to the rules for determining writing credits. The final shooting script written by a prior writer(s) shall be considered literary material.

If under the "Rules for Determining Credit" (Section III.A.) the Arbitration Committee determines that such prior writer(s) is not entitled to receive writing credit, the Arbitration Committee may, within its discretion, accord such prior writer(s) a credit in the nature of a source material credit, such as "Based on a Screenplay by...."

The rules do not, however, preclude a prior writer(s) from receiving both writing credit and a credit in the nature of a source material credit at the discretion of the Arbitration Committee. In the case of a remake, credit may be accorded to the credited writer(s) of the prior motion picture as follows:

- a. The Arbitration Committee can elect to give the prior writer(s) no credit of any kind.
- b. The Arbitration Committee can elect to give the prior writer(s) a "based on" credit only.
- c. The Arbitration Committee can elect to give the prior writer(s) a writing credit only. In that instance, the prior writer(s) cannot receive any more credit than they received on the original.
- d. The Arbitration Committee can elect to give the prior writer(s) both a writing credit and a "based on" credit.

Remakes shall be considered non-original screenplays under Section III.A.4.a.i. of this Manual.

### **D. WITHDRAWAL FROM CREDIT**

A participating writer may not withdraw from credit on a motion picture on which the writer is the only participating writer.

Prior to the time a credit question has been submitted to arbitration, a writer may withdraw from screenwriting credit for personal cause, such as violation of the writer's principles or mutilation of material the writer has written. If the other writer-contributors do not agree, the question shall be referred to arbitration. The Arbitration Committee in such cases shall base its determination on whether there is such personal cause. After screen credits have been determined by arbitration, a writer may not withdraw from writing credit.

Withdrawal from writing credit will result in loss of any and all rights accruing from receipt of writing credit. Use of a pseudonym rather than withdrawing from credit will not result in such a forfeiture. (See G. below.)

### **E. GUILD'S RIGHT TO PROTEST**

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Pursuant to the provisions of the MBA the Guild has the right to protest credits proposed by the Company. The Guild may act irrespective of the wishes of any of the participating writers in order to ensure that the credit rules are properly applied.

#### **F. ORDER OF NAMES**

The order of writers' names in a shared credit may be arbitrated. Generally, the most substantial contributor overall is entitled to first position credit, although the ultimate determination is within the sole discretion of the Arbitration Committee. Where there is no agreement among the arbiters as to order of names, or where the Arbitration Committee determines that the credited writers' contributions are equal, then the Arbitration Committee shall order the writers' names chronologically.

#### **G. PSEUDONYMS**

The MBA provides that any writer who is entitled to credit on the screen and who has been paid (or is guaranteed payment of) less than two hundred thousand dollars (\$200,000) for writing services or literary materials relating to the particular motion picture shall have the right to be accorded credit on the screen, in advertising or otherwise, in a reasonable pseudonymous name. A writer must exercise this right within five (5) business days after final determination of writing credits. None of the writer's rights, including but not limited to compensation of any kind, shall be affected by use of such pseudonym.

Before using a pseudonym a writer must register it with the Guild by sending a written notice to the Membership Department with the writer's Social Security number, if any. A pseudonym may not duplicate the name or pseudonym of another writer or the name of a public figure.

Subject to the terms of a fully-executed strike settlement agreement between a signatory company and the Guild, Credits staff shall be empowered to obtain the true name and identity of any writer listed by pseudonym on any Notice submitted to the Guild. In the event that the Company or writer refuses to reveal the true identity of a writer listed by pseudonym on a Notice on which the names of one or more other writers also appear, such writer listed by pseudonym shall not be entitled to receive writing credit, and credit shall be awarded to the other writers as the Arbitration Committee or Credits staff determines.

#### **H. WRITTEN MATERIAL PREVAILS**

Decisions of Arbitration Committees are based solely upon literary and source material. A writer's written statement to the Arbitration Committee is not a basis for an award of writing credit. Claims of authorship must be supported by literary material appropriate for submission to the Arbitration Committee. In the event of conflicting claims, literary material always prevails.

#### **I. REVISION OF SCRIPT AFTER FINAL CREDIT DETERMINATION**

If, after screen credits are finally determined, material changes are made in the literary material, either the Company or a participating writer and the Guild jointly may reopen credit determination by making a claim within 48 hours after completion of the writing work claimed to justify the revision of credits; and in such case the procedure for the original determination of credits is followed.

## **J. PUBLICIZING OF CREDITS**

It is a violation of the MBA and Guild Working Rules for a writer to claim credit for screen authorship on any motion picture prior to the time when the credits have been determined and for a writer to claim credits contrary to such final determination. A writer's failure to comply with the MBA and/or Working Rules can result in disciplinary action against the writer.

In addition, the Guild believes that it is in the best interest of all writers that certain facts relating to any particular credit determination should remain confidential. For example, participating writers are asked to refrain from commenting in the press, media, or on social media about issues related to pre-arbitration hearings, arbiters' written decisions, or Policy Review Board hearings.

## **K. CONCLUSION**

These rules and procedures have been derived from the experience and practice of the past years. Although they remain the guiding policy by which credits are determined, they are not to be considered rigid or inflexible. The Guild has the discretion to depart from precedent when new conditions, new problems, or new methods of work may require an alteration of the rules or a new application of an existing rule to a unique set of facts and circumstances.

It is now accepted that administration of writers' credits belongs to the writers themselves. It is their responsibility to see to it that credits are administered wisely and well, that the written work product of participating writers is credited as accurately as possible, and that the overall result leads ultimately to a recognition of the importance of the writers' contribution to the screen.

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**APPENDIX A**

<b>PERCENTAGE REQUIREMENTS TO RECEIVE SCREENPLAY CREDIT</b>		
<b>WRITER</b>	<b>SCREENPLAY TYPE (BASED ON THE FINAL SHOOTING SCRIPT)</b>	
	<b>ORIGINAL</b>	<b>NON-ORIGINAL</b>
<b>First Writer – Non Production Executive</b>	<b>&gt;33%</b>	<b>&gt;33%</b>
<b>First Writer – Production Executive or P.E. Team</b>	<b>&gt;33%</b>	<b>&gt;33%</b>
<b>Subsequent Writer – Non Production Executive</b>	<b>50%</b>	<b>&gt;33%</b>
<b>Subsequent Writer – Production Executive or P.E. Team</b>	<b>&gt;50%</b>	<b>&gt;33%</b>