**Sample WGAE Podcast Agreement**

This agreement (“Agreement”) is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Company”) and the Writers Guild of America, East, Inc. on behalf of itself and Writers Guild of America, West, Inc. (hereinafter referred to as the “WGA”). The WGA acknowledges and accepts that the Company enters into this Agreement on a one-time-only, single project basis in connection with the audio-only series of podcasts currently entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_”, (hereinafter referred to as “the Podcast”).

**Article 1: Recognition, Scope and Term Agreement:** For the purpose of the Podcast only, and only to the extent the writer(s) have been engaged by the Company as provided herein, the Company recognizes the WGAE as the exclusive collective bargaining representative of writer(s) engaged by the Company to prepare literary material for or to perform any writing services on the Podcast. This Agreement shall not be binding with respect to any other services or projects, and it shall not obligate the Company to comply with any terms and conditions except those expressly provided herein.

**Article 2: Compensation:** The parties agree that the gross compensation paid to writer(s) in connection with the podcast shall be negotiated in good faith between the Company and the writer(s). Except as provided in the writer(s)’ individual contract(s), no additional money will be due the writer(s) for writing services on the Podcast, including residuals. Should the Company and the writer(s) agree to additional compensation in connection with the Podcast, the Company agrees to make the appropriate contributions thereon to the Health Fund and Pension Plan as provided in Article 3 of this Agreement.

**Article 3: Health and Pension Contributions:** The Company agrees to be bound by Article 17 of the 2017 Writers Guild of America Theatrical and Television Basic Agreement (hereinafter referred to as the “MBA”) and the Trust Agreements and amendments thereto (“Trust Agreements”) of the Writers Guild-Industry Health Fund (“Health Fund”) and the Producer-Writers Guild of America Pension Plan (“Pension Plan”), and by all the actions of the plans’ trustees pursuant to those Trust Agreements.

**Article 4: Credits:**

The Company agrees that credits shall be determined by the WGAE in accordance with Schedule A of the MBA.

**Article 5: Separated Rights**

The Company agrees to be bound by Article 16(B) of the MBA.

**Article 6: Grievance and Arbitration:** Any dispute as to the interpretation or enforcement of any terms of this Agreement shall be subject to Article 10, 11, and 12 of the MBA, which Articles are incorporated by reference herein and available upon request.

**Article 7: Construction of Agreement:** Terms of art such as “literary material” shall be given the same meaning in this Agreement as they are defined in the MBA.

**Article 8: No Strike, No Lockout:** The WGAE agrees that during the term of this Agreement it will not engage in a strike again the Company, and the Company agrees that during the term of this Agreement it will not engage in a lockout of writers.

**Article 9: Non-Precedential:** This Agreement is non-precedential and non-citable except in an action to enforce terms.

Enclosed are two copies of the Agreement. If the foregoing accurately sets forth our understanding, please sign in the space provided and return one signed copy to my attention at the WGAE.

Very truly yours,

AGREED AND ACCEPTED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_