



WRITERS GUILD OF AMERICA WEST

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VIA EMAIL
[email address]

[date]

[address]

Re: Theatrical End Credit Waiver
Project: [Title]

Dear [name]:

Writers Guild of America West, Inc., and Writers Guild of America, East, Inc., (collectively "WGA") grant a waiver of the credits provisions of Theatrical Schedule A ("TSA") of the Theatrical and Television Basic Agreement ("MBA") to allow for on-screen credit in the form "Additional Literary Material" to be accorded to participating writers on a motion picture referenced above ("Picture") who are not otherwise entitled to writing credit on the Picture. This waiver is granted on a one-time only, non-precedential, non-citable basis, subject to the following requirements and conditions:

1. "Writing credit," as used herein, shall mean "Written by," "Screenplay by," "Story by," "Screen Story by," "Adaptation by" and "Narration Written by."
2. The "Additional Literary Material" credit shall appear in the end titles of the Picture. If an end title format is used on the Picture, the "Additional Literary Material" credit shall not appear adjacent to the writing credit.
3. All participating writers, as set forth on the final Notice of Tentative Writing Credits for the Picture, who are not entitled to writing credit on the Picture shall be eligible to receive "Additional Literary Material" credit, except as follows:
 - a. In the event a writer is entitled to writing credit but also performed writing services for which such writer is not accorded writing credit, such writer shall not receive "Additional Literary Material" credit. For example, if an individual is eligible to receive writing credit as part of a team and separately an individual, if the writer is accorded writing credit in either capacity, the writer shall not also be accorded "Additional Literary Material" credit.
 - b. Participating writers who did not furnish separable literary material for the Picture shall not be credited.
4. The names of individuals entitled to "Additional Literary Material" credit shall be listed in alphabetical order. Individual names shall appear only once, notwithstanding the fact that an individual may be eligible for the credit by virtue of being a member of more than one writing team. Members of writing teams shall be listed as individuals.

Re: Theatrical End Credit Waiver

[date]

Page 2

5. All of the participating writers must be given the option to receive “Additional Literary Material” credit if any participating writer is so credited. Any eligible writer may decline in writing to receive “Additional Literary Material” credit.

6. The individuals accorded “Additional Literary Material” credit shall not be entitled to any MBA benefit or payment (e.g., residuals or Script Publication Fees) as a result of receiving such credit.

7. The individuals accorded “Additional Literary Material” credit shall not be entitled to awards consideration as a result of receiving such credit.

8. The advertising provisions of TSA shall not apply to the “Additional Literary Material” credit.

Except as expressly provided above, nothing contained herein is intended as, nor does it constitute, a waiver of the rights of the WGA and the writers, each and all of which are hereby expressly reserved. Please contact me via email at lmackey@wga.org should you have any questions or comments.

Sincerely,

Lesley E. Mackey
Senior Director of Credits