

**MEMORANDUM OF AGREEMENT FOR THE
2024 WRITERS GUILD OF AMERICA (WGA) –
PUBLIC TELEVISION FREELANCE AGREEMENT**

December 10, 2024

All the terms and conditions of employment set forth in the 2019 WGA-Public Television Collective Bargaining Agreement shall remain in full force and effect, except as expressly modified in the following terms, provided that the memberships of both the WGA, West, Inc. and WGA, East, Inc. ratify this agreement.

The terms and conditions set forth in this Memorandum of Agreement shall be effective as of November 22, 2024 (except when another effective date is specified).

MINIMUMS

1. Article III., Article VI., Schedule A

All minimum and reuse rates in Article III., Article VI., and the Schedule of Minimums (Schedule A) shall increase effective December 9, 2024, at the same percentage amount as the rate increases that went into effect on May 2, 2024, in the 2023 Writers Guild of America Theatrical and Television Basic Agreement (2023 MBA).

All subsequent increases to minimums and reuse rates shall take effect on July 1 annually at the same percentage amount as the rate increases agreed to in the 2023 MBA and any successor agreement thereto over the term of this Agreement.

2. Amend Article III.B.2.c (effective October 10, 2024).

For a writer, including each member of a team of writers, 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~~ each 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~~ each 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~~ each writer shall have an affirmative obligation to advise the Company of any prior employment for which contributions have been made on ~~his or her~~ their 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.

3. Amend Article III.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 or non-covered services. For the avoidance of doubt, writing fees (inclusive of initial compensation and residuals) and fees for uncovered services shall be delineated separately.

RESIDUALS

4. Amend Sideletter #8, Streaming Residuals

~~For the purposes of this Agreement, the parties confirm their understanding that the provisions of Article 64 of the 2017 MBA, or any successor agreement thereto, 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 seventeen and one half percent (17.5%) of initial minimum compensation for a three (3) year use period and twelve and one half percent (12.5%) 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.~~

When programs produced under this Agreement for initial exhibition on public television are made available, in whole or in part, on public broadcasting online streaming services (e.g., PBS Passport, PBS.org, PBS or show-based YouTube channel that does not collect revenue, PBSkids.org, PBS Video Player, PBS Kids App, etc.) after the Program is no longer within its initial use period or a subsequent use period, Company shall pay credited writer(s) 20% of initial minimum compensation for a three-year use period and 15% of initial minimum compensation for any additional streaming thereafter.

When usage of program 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.

Notwithstanding the foregoing, in the event the Company inadvertently continues to stream a program up to ninety (90) days past the expiration of a license period and Company discontinues its streaming within thirty (30) days following notice from the Guild (up to a maximum of one hundred twenty (120) days following the expiration of a license period), Company shall pay to the credited writer(s) five percent (5%) of initial minimum compensation for such inadvertent additional use.

Exhibition on third-party, advertiser-supported new media platforms (advertiser video on-demand “AVOD”) shall require the payment of two percent (2%) of gross receipts to the credited writer(s) for such AVOD use. For the avoidance of doubt, when a program is exhibited on an AVOD platform (including a PBS or program-based YouTube channel that collects revenue) and not on public broadcasting online streaming services (which includes PBS Passport), only the AVOD payment shall be payable.

5. Amend Sideletter #13, Exhibition of Programs Produced for Public Television Transmitted via the Internet

Delete Paragraph 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.~~

6. New Sideletter #16, Clear Designation of Residual Payments

Residuals that are pre-paid by the Company must be separately denoted in each writer’s contract. Company shall not credit compensation paid for covered or uncovered services against residuals.

PARENTAL LEAVE/ PAID PARENTAL LEAVE FUND

7. Article IV, Amend Schedule C to include the Incorporation of Articles 68 (Parental Leave) and 71 (Paid Parental Leave Fund) of the MBA as modified below.

Incorporate Articles 68 and 71 of the 2023 MBA, and modify Article 68 as follows:

ARTICLE 68 - PARENTAL LEAVE

- A. A writer employed ~~on a term deal on an episodic series or serial made for television or new media hereunder~~ shall be entitled to up to eight (8) consecutive weeks of unpaid leave to bond with a newborn child, newly adopted child or newly placed foster child. The leave must be taken within one year of the birth, adoption or placement of the writer's child. A writer shall request such leave at least 30 days in advance of the start of the leave, unless such notice is impracticable, in which case the writer shall make the request within a reasonable time in advance of the leave.
- B. In the event Company engages a replacement writer to fill in for a writer on leave, the Company may request from the Guild a waiver of a contractual guarantee that would otherwise apply to the replacement writer, which request the Guild shall not unreasonably deny.
- C. Any writer employed on a term deal on an episodic series or serial who takes a leave of absence hereunder shall be entitled to be reinstated to his or her original position on the series upon conclusion of the leave, provided that such position continues to exist at the end of the leave. The writer shall have no greater employment right than if the writer had been continuously employed during the leave of absence. As to any other writer who takes a leave of absence hereunder, if, upon conclusion of such leave, the writer's position continues to exist, Company shall make commercially reasonable efforts to reinstate such writer.
- D. The leave provided for hereunder shall run concurrently with any other leave entitlement.

STREAMING/ NEW MEDIA

8. Amend Sideletter #3

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, a commercial subscription video on-demand platform (e.g. Netflix), and/or theatrical exhibition as defined in the ~~2017~~ 2023 WGA Theatrical and Television Basic Agreement or any successor agreement thereto, the Company shall become signatory to the WGA ~~2017~~ 2023 Theatrical and Television Basic Agreement or successor agreement thereto.

If a Company produces programs for initial exhibition on a commercial Ad Supported Video on Demand (AVOD) platform, Sideletter 14 of this Agreement shall apply.

9. Amend Sideletter #14, Programs Made for New Media ~~the Internet~~ –

Delete Sideletter and replace with the following:

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 compensate the writer based on freely negotiable terms, except that the following provisions of the Agreement (hereinafter, the “Defined Terms”) shall apply:

MBA Articles (Schedule C) MBA: 1 Definitions; 3 Works Lists, Loan outs, Recognition; 5 Geographic Application; 6 Guild Shop; 7 No Strike No Lockout; 10 Grievance and Arbitration; 11 Grievance and Arbitration Rules and Procedures; 12 Court Proceedings; 13.B.9 Time of Payment; 17 Pension & Health; 35 Recognition of the Agreement/ General; Article 68 (as Modified by this Agreement); Article 71 (as Modified by this Agreement).

Public Television Agreement Articles: I. Definitions; II. Term; XV. Successors and Assigns; XVI. Dues and Check-Off; XVII. Reporting; Annual Meetings; Sideletter #12 Leave Behinds; Sideletter #15 A.I.; Credits/ Schedule B.

Company shall also tender a written contract of employment to the writer within ten (10) days following the commencement of his or her employment and shall send a copy to the Guild within one (1) week after receipt by Company of the executed contract.

If, at any time during the term hereof, an eight (8) minute or longer live-action program or a five (5) minute or longer animated 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; then such program shall be subject to the applicable television 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 and does not have substantially the same or similar budget as a comparable National Program, Company shall compensate the writer based on freely negotiable terms, except that the Defined Terms shall apply.

Company shall also tender a written contract of employment to the writer within ten (10) days following the commencement of their employment and shall send a copy to the Guild within one (1) week after receipt by Company of the executed contract. Company

shall also ensure that a writer’s script deliverables are clearly set forth in the written contract of employment and shall not include unlimited drafts.

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 2023 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 2023 MBA. No other terms of the 2023 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 if it were of the same length.

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.

10. Delete Sideletter #15

~~For the avoidance of doubt and for the purposes of clarification only, it is the parties understanding that making in license programs available on a member only service, currently known as Passport, does not independently trigger an additional commercial-reuse fee under this Agreement.~~

ARTIFICIAL INTELLIGENCE

11. New Sideletter #15, Artificial Intelligence

A. The parties acknowledge that definitions of generative artificial intelligence (‘GAI’) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney,

Dall-E). It does not include ‘traditional AI’ technologies such as those used in CGI and VFX and those programmed to perform operational and analytical functions.

B. Company agrees that because neither traditional AI nor GAI is a person, neither is a ‘writer’ or ‘professional writer’ as defined in Articles 1.B.1.a., 1.B.1.b., 1.C.1.a. and 1.C.1.b. of the 2023 WGA Theatrical and Television MBA, and, therefore, written material produced by traditional AI or GAI shall not be considered literary material under this or any prior Agreement.

C. Should the Company furnish a writer with written material produced by GAI which has not been previously published or exploited, and instruct the writer to use the GAI-produced material as the basis for writing literary material:

1. Company shall disclose to that writer that the written material was produced by GAI.
2. The GAI-produced written material shall not be considered assigned material for purposes of determining the writer’s compensation.
3. The GAI-produced written material shall not be considered source material for purposes of determining writing credit.
4. The GAI-produced written material shall not be the basis for disqualifying a writer from eligibility for separated rights.

This subparagraph C. also applies when a writer, with the consent of the Company, uses GAI in the course of preparing literary material. Company agrees that it will not publish or exploit GAI written material for the purposes of evading this provision.

When a writer, with the consent of the Company, uses GAI in the course of preparing written material or incorporates GAI-produced material in written material, such written material shall be considered literary material and not material ‘produced’ by GAI.

D. A writer will be required to adhere to the Company’s policies regarding the use of GAI (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). Any purchase of literary material from a professional writer is also subject to such policies. A writer must obtain the Company’s consent before using GAI. The Company retains the right to reject the use of GAI, including the right to reject a use of GAI that could adversely affect the copyrightability or exploitation of the work.

E. Company may not require, as a condition of employment, that a writer use a GAI program which generates written material that would otherwise be ‘literary material’ (as defined in Article 1.A.5. of the 2023 WGA Theatrical and Television Basic Agreement) if written by a writer (as defined in Article 1.B.1.a. and Article 1.C.1.a. of the 2023 WGA Theatrical and Television Basic Agreement) (e.g., Company may not require a writer to

use ChatGPT to write literary material). The preceding sentence does not prohibit the Company from requiring a writer to use a GAI program that does not generate written material, such as a GAI program that detects potential copyright infringement or plagiarism.

F. The parties acknowledge that the legal landscape around the use of GAI is uncertain and rapidly developing and each party is reserving all rights relating thereto unless otherwise expressly addressed in this Article.

G. Company agrees to meet with the Guild during the term of this Agreement at least semi-annually at the request of the Guild and subject to appropriate confidentiality agreements to discuss and review information related to the Company's use and intended use of GAI in motion picture development and production. The foregoing provision shall not be construed to waive any right of the Guild under the National Labor Relations Act, including but not limited to the right to seek information necessary and relevant to the administration and enforcement of this article.

ANIMATION

12. New Sideletter #17, Animated Programs

Company-produced "Animated Programs" that are five (5) minutes or longer in length shall be subject to the following terms:

A. Minimum rates shall be:

Up to 10-minute program
\$2,300

Up to 15-minute program (but longer than 10 minutes)
\$4,500

Up to 30-minute program (but longer than 15 minutes)
\$9,000

Up to 45-minute program (but longer than 30 minutes)
\$12,750

Up to 60-minute program (but longer than 45 minutes)
\$17,000

The foregoing rates shall be increased by the percentage increases in Article III on 7.1.2025, and 7.1.26, and shall match the then-current Children's Non-Dramatic Television Minimums on June 30, 2027.

- B. Company shall make pension and health contributions (at the same percentages as set forth in the Agreement);
- C. Animated Programs shall be subject to the Defined Terms.
- D. Written Contract of Employment: Company shall tender a written contract of employment to the writer within ten (10) days following the commencement of his or her employment and shall send a copy to the Guild within one (1) week after receipt by Company of the executed contract. Company shall ensure that an animation writer's script deliverables are clearly set forth in the written contract of employment and shall not include unlimited drafts.
- E. Credited writers of Animated Programs shall be entitled to backend payments for reuse of Animated Programs on AVOD platforms, SVOD platforms, and the EST market at the rates set forth in the Agreement; and
- F. No other terms of the Agreement shall apply.

For the avoidance of doubt, animators, storyboard artists, and any other animation classifications other than writers shall not be covered hereunder. For clarity, writers shall include head writers and story editors, whose compensation for writing services other than for writing scripts shall be subject to subparagraphs B, C, D hereof.

Notwithstanding the foregoing, writing services for seasons of Animated Programs and standalone Animated Programs that are in pre-production, production, or have been greenlit for production prior to December 9, 2024 shall be subject to freely negotiable rates of compensation. This grandfathering provision shall not apply to any Program or Season of a Series for which the first episode originally airs on or after July 1, 2026. No such writer's compensation shall be reduced as a consequence of coverage hereunder.

CONFORMING/ AMENDED LANGUAGE

13. Conforming Language

All references to the WGA 2017 MBA or 2020 MBA shall be amended to reference the "2023 MBA and any successor agreement thereto."

All references to "he," "him," or "his" or "she," "her" or "hers" in the contract shall be changed to "they," "their," or "them." Or "theirs," or "such writer" or "such person."

14. Amend/Retitle Article XIV

Article XIV. THEATRICAL EXHIBITION

TERM

15. Term of Agreement

November 22, 2024 – June 30, 2027

Rights in Literary Material.

16. Amend Article VI.

B. *Add the following provision:*

“Where a program is outside its initial or subsequent use period and the subject of the program has recently died, Company may make a single national release of such program on public television without payment pursuant to an automatic waiver of fees that would otherwise be due.”

Use of Excerpts.

17. Amend Article VI.J.

Revise provision as follows:

The Company shall have the right to use excerpts as set forth in the appropriate section entitled ‘use of excerpts’ in the 2023 MBA, or any successor agreement thereto, except that:

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 Company receives revenue in connection with such use, writers shall receive two percent (2%) of 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.

Limited Theatrical Releases.

18. Amend Article XIV.B.

8. If a program is exhibited at a film festival or a charitable event and an admission fee is charged, but no monies are paid to Company or Company’s licensee in consideration of the use of the program, no payment shall be due.

9. Company may exhibit a program to an audience of donors, funders, prospective donors, and production partners without payment to credited writer(s), as long as no monies are paid to Company or Company’s licensee for this separate exhibition.

10. The following shall apply in lieu of the payments required for theatrical exhibition


under the following sections of the 2023 WGA Theatrical and Television Basic Agreement or any successor agreement thereto: Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media:

- (1) If one or more episodes of a free television, pay television or basic cable series or one or more episodes of a High Budget SVOD series or mini-series (as defined in the Sideletter on Literary Material Written for Programs Made for New Media), either alone or in combination with another episode of the same or different series, or a long-form television motion picture made for free television, pay television or basic cable (but not one that is a High Budget SVOD Program), is exhibited theatrically with an admission charge after its initial exhibition on television (or initial availability on a subscription consumer pay platform in the case of a High Budget SVOD series or mini-series), the Company shall pay to the credited writer(s) an amount equal to three percent (3%) of the Company's "accountable receipts" (as defined in Article 51.C.1.a. of the MBA) derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that:
 - (a) The theatrical exhibition shall take place at least twenty-four (24) hours after the episode's initial telecast (or, for a High Budget SVOD series or mini-series, at least twenty-four (24) hours after the episode has been made available for viewing on the streaming service) or at least thirty (30) days after the initial telecast of a longform television motion picture;
 - (b) The theatrical exhibition shall not exceed eight (8) days, which need not be consecutive, unless the initial theatrical exhibition takes place more than one year after the initial telecast or streaming availability, in which case there is no limit on the length of the theatrical exhibition;
- (2) If one or more episodes of a 30-minute or 60-minute free television, pay television or basic cable series or one or more episodes of a 20-35 minute or 36-65 minute High Budget SVOD series, either alone or in combination with another episode of the same or different series, is exhibited theatrically with an admission charge no more than thirty (30) days in advance of or simultaneous with its exhibition on television (or, in the case of an episode of a High Budget SVOD series, thirty (30) days in advance of or on the same date that it is made available for exhibition on a streaming service), the Company shall pay to the credited writer(s) an amount equal to three percent (3%) of the Company's "accountable receipts" (as defined in Article 51.C.1.a. of the MBA) derived from licensing the theatrical exhibition rights and, for this purpose, shall include the fair market value of any in-kind consideration, provided that: (a) The theatrical exhibition shall not exceed six (6) days, which need not be consecutive; (b) The episode, including the pilot, is part of a series order of at least six (6) episodes.
- (3) Company shall provide the Guild with notice of any theatrical exhibition

covered hereunder as soon as possible after an agreement in principle has been reached for the theatrical exhibition.

- (4) The provisions above also apply to a double-length episode, a pilot of any length for which a series has been ordered and any “supersized” episode of a series.
- (5) In the case of a dispute as to the manner of allocation of the payment between credited writer(s), the Guild will make the determination.
- (6) The theatrical use fee provided in the 2023 WGA Theatrical and Television Basic Agreement or any successor agreement thereto Article 15.B.13.a. or b., less the amount of the percentage residual payment already paid, shall apply if the foregoing conditions are not met or if the television motion picture(s) or High Budget SVOD series or mini-series as theatrically exhibited is submitted for theatrical award consideration.
- (7) The provisions above shall apply to the use after October 10, 2024 of any television episode, High Budget SVOD Program or long-form television motion picture for which a theatrical release payment is due, regardless of when produced.
- (8) Within ten days of a request by the Guild, the Company shall provide for inspection by the Guild’s designated employee(s) or auditor(s), at Company’s premises, full access to all unredacted agreements related to the theatrical exhibition of the television motion picture. The information provided to the Guild will be treated as confidential pursuant to Article 53.B.
- (9) The above provisions shall expire on June 30, 2027 and will be of no force and effect thereafter, unless such provisions are renewed in the successor Basic Agreement; however, the terms of this Sideletter shall continue to apply to any license agreement entered into before June 30, 2027.

ACCEPTED AND AGREED
WRITERS GUILD OF AMERICA, EAST, INC.
On behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, WEST, INC.

By: 

Date: December 11, 2024

WGBH EDUCATIONAL FOUNDATION,
THIRTEEN PRODUCTIONS, LLC,
PUBLIC MEDIA GROUP OF SOUTHERN CALIFORNIA

DocuSigned by:
By:  Date: 12/19/2024
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