



WRITERS GUILD OF AMERICA WEST

APPLICATION TO COLLABORATE

Project/Series Title: _____

Episode Title(s): 1. _____ 2. _____
(if applicable) 3. _____ 4. _____

The undersigned are aware that, pursuant to the provisions of the Theatrical and Television Basic Agreement ("MBA") and the Television Credits Manual a Production Executive* writer is prohibited from sharing credit with Non-production Executive writer where the two writers have written in collaboration.

The undersigned are advised that the Board has agreed on a temporary basis waive the relevant provisions of the MBA and permit a joint credit to be accorded a Production Executive writer and a Non-production Executive if they so mutually agree and provided that the two writers:

1. Submit to the Guild an Application to Collaborate prior to the rendition of the writing services involved;
2. Company agrees that the Non-production Executive shall receive from the Company, as initial compensation for said writing services, the full scale applicable to the resulting material, which shall not be less than one-half of the applicable minimum for a team of two and one-third of the applicable minimum for a team of three, as set forth in Article 13.B.1.b. of the MBA, plus \$250.00 in the case of a 30-minute program or \$500.00 in the case of a 60-minute program;
3. Warrant that the collaboration will be bona fide and will be "head-to-head," that is, the writers comprising the team will, in fact, write together at the same time with the result that there will be no separable material, and they will be credited as a team, with an ampersand (&) between their names; and
4. Sign and submit a Certificate of Compliance verifying items 2 and 3 above, along with proof of payment, concurrently with submission of the Notice of Tentative Writing Credits for the aforementioned program(s).
 - a. If the Certificate of Compliance is not signed for any reason, proof of payment per Paragraph 2 is not provided, or if any statement contained therein is false, the Production Executive writer will not be entitled to receive any share of the writing credit, residuals, or any other MBA benefit that flows from writing credit. Further, the Production Executive writer will pay as a fine to the Guild a sum equal to the monies the Production Executive writer would otherwise have received as residuals for the assignment(s) in question.
 - b. If the Certificate of Compliance contains any false statement, the Non-production Executive writer will forfeit to the Guild any residuals the Non-production Executive writer otherwise would have received for the assignment(s) in question.

Accordingly, the undersigned hereby submits this Application to Collaborate for a bona fide team on the above-referenced program(s) and, as a condition to receiving a joint credit, agree to comply with items 2, 3 and 4 above.

Production Executive Writer: _____ **Date:** _____

Print Name: _____ Signature: _____

Production Executive Writer: _____ **Date:** _____

Print Name: _____ Signature: _____

Non-Production Executive Writer: _____ **Date:** _____

Print Name: _____ Signature: _____

* For the purposes of this Application to Collaborate, a "Production Executive" is any individual performing Guild covered writing services on the Project who receives production executive credit including, but not limited to, Executive Producer, Producer, Co-Producer, Consulting Producer, Director, Story Editor, and Executive Story Editor.



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Non-Production Executive Writer:

Date: _____

Print Name: _____

Signature: _____

Add additional signature lines for Production Executive/Non-Production Executive writers as needed.

Company Representative:

Date: _____

Print Name: _____

Signature: _____

If the parties hereto fail to comply with all of the terms of this Application to Collaborate, the Production Executive writer shall not be entitled to receive credit or MBA benefits for the above-mentioned episode(s).

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