

2010 – 2014 WGA-PBS Freelance Agreement (Full Summary)

***The following terms shall be incorporated into an overall Memorandum of Agreement (MOA) between the parties**

Term

7/1/2010 through 6/30/2014

Compensation

All minimum rates shall be increased accordingly:

7/1/2011: 2%

7/1/2012: 2.75%

7/1/2013: 2.75%

Made-for-Internet Programming Sideletter

Should the Internet become the primary medium for original exhibition of programs currently covered by the WGA Public Television Agreement (*i.e.*, a majority of viewers view such programming via the Internet rather than on broadcast public television stations), then “National Internet Programs” (as hereinafter defined) shall be subject to the terms of this Agreement. “National Internet Programs” shall mean programs that are of the same quality and type as those currently produced under the Public Television Agreement as National or Regional Programs and are not derived from local public television programs or primarily intended for a Company’s local audience.

Notwithstanding the foregoing, 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-hour or longer in length covered hereunder for exhibition on public television, one 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 make pension and health contributions (at the same percentages as set forth in Article 17 of the MBA) based upon the compensation negotiated between Company and writer(s), and Company’s obligation to make such contributions shall be subject to the

Grievance and Arbitration provisions of Article 11 of the MBA, and no other terms of the MBA or the WGA Public Television Agreement shall apply.

If at any time during the term hereof, a 15 minutes or longer program that (i) is not derived from local public television programs and is not primarily intended for the 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) for primary exhibition on the Internet, and if such program is written by a professional writer who has previously written for a National Program produced for public television (a "Public Television Writer"), then such program shall be subject to the 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 or does not have substantially the same or similar budget as a comparable National Program, the Company shall make pension and health contributions (at the same percentages as set forth in Article 17 of the MBA) based upon the compensation negotiated between Company and writer(s), and Company's obligation to make such contributions shall be subject to the Grievance and Arbitration provisions of Article 11 of the MBA and no other terms of the MBA or WGA Public Television Agreement shall apply.

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 forgoing, 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 MBA) based upon the compensation negotiated between Company and writer(s), and Company's obligation to make such contributions shall be subject to the Grievance and Arbitration provisions of Article 11 of the MBA.

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.

For the purposes of this Sideletter, the term "Internet" means the Internet, mobile devices and other similar delivery systems.

Broadcast Reuse (All covered programs other than "Children's Strip Programs")

What was formerly referred to as "licensing periods" shall now be referred to as "use periods." After the initial "use period" (four releases over three years with the option of two, one-year extensions) the following payments shall be made for the subsequent "use periods":

Second use period	50% of IMC
Third use period	35% of IMC
Fourth through eighth use periods	25% of IMC
Ninth and tenth use periods	15% of IMC
Eleventh use period	10% of IMC
Twelfth and each additional use period	5% of IMC

Broadcast Reuse for Children's Strip Programs

Children's Programs shall be permitted ten national releases over a three year use period. After the initial "use period" (which also allows the option of two, one-year extensions) the following payments shall be made for the subsequent "use periods".

Second use period	60% of IMC (nonexclusive use, 75% for exclusive)
Third use period	50% of IMC
Fourth through sixth use periods	35% of IMC
Seventh and eighth use periods	25% of IMC
Ninth and each additional use period	15% of IMC

Internet Streaming

Out-of-license streaming shall require the payment to writer(s) of 15% of initial minimum compensation (IMC) for a three-year use period on the Internet and in other new media platforms and, for any additional streaming beyond the three-year period, the payment of 10% of IMC.

At the request of either party, this provision of the contract is subject to a reopener.

Internet Downloads/Electronic Sell Through (EST)

If a program is released as EST but not in supplemental markets, payment of initial minimum compensation (IMC) shall be in accordance with the following schedule:

1,000 units sold	5% of IMC
2,500 units sold	5% of IMC
5,000 units sold	10% of IMC

Thereafter, EST residuals shall reflect the formula in the WGA-AMPTP Minimum Basic Agreement (MBA) (*i.e.*, .36% of accountable receipts for up to 100,000 units; .7% of accountable receipts thereafter).

WGA Health Coverage

The Company will contribute an amount to the Writers Guild Industry Health Fund that is sufficient to cover the writer of a 90 minute documentary for a full year of WGA health benefits.

Foreign Television

Revise formula to adopt “tiered” formula contained in MBA (while retaining the “uncapping” of residuals if gross receipts reach threshold levels) and include Canada in the definition of foreign television where programs are licensed to Canada.

This provision will retain the requirement that grant of foreign telecast rights as a part of a co-production arrangement shall require the payment of foreign television residuals.

Audio-Visual Licenses

Company will pay to writer(s) an amount equal to 15% of Company’s gross receipts from the licensing of audio-visual rights.

Pre-broadcast Screenings

Permit such screenings without the payment of additional compensation subject to notice to and consultation with writers; provided that such notice and consultation shall not require Company to communicate with writer prior to each individual screening (*i.e.*, notice and consultation shall be with respect to pre-broadcast screening generally).

Use of Excerpts

The Company shall have the right to use excerpts as set forth in the appropriate section entitled “use of excerpts” in the 2008 MBA, except that:

- a.) Company may use excerpts for promotional purposes in all media without the payment of additional compensation, subject to the following length limitations: (i) up to 2 minutes of excerpts from programs of less than 30 minutes in length; (ii) up to 5 minutes of

excerpts from programs less than 90 minutes in length; and (iii) up to 10 minutes of excerpts from programs 90 minutes or more in length;

- b.) Company may use excerpts for outreach purposes in all media without the payment of additional compensation; provided, however, that in the event Company receives revenue in connection with such use, writers shall receive 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.

- c.) Company may use up to 12 minutes of excerpts in "making of" programs, regardless of length, in all media, provided that no single excerpt shall be longer than 5 minutes in length, without the payment of additional compensation; and provided further that such "making of" programs shall be limited to programs that are promotional in nature.

A "promotional" use of an excerpt shall be for the purpose of advertising or publicizing the specific program or serial or series from which the excerpt is taken, PBS, CPB, any public television station, public broadcasting in general, or corporate or foundation program funders, provided that such corporate or foundation funders use is directed at promoting the funder's public image as opposed to directly advertising the funder's products or services and further provided that such use may not be a television broadcast use.

Edited and Reworked Programs

If a program or closed-end series produced under this or any prior Public Television Agreement is to be edited (*i.e.*, shortened and no new material is added other than bridging material of ten (10) lines or less or new openings and closings, without changing the original title, story or theme) to be broadcast on public television stations in a time slot shorter than that of the original program, such an edited program shall not be considered a "new" program and the Company shall not be required to pay any additional fees for the purpose of this use.

If, however, a program or closed-end series produced under this or any prior Public Television Agreement is edited and reworked (*i.e.*, by changing the order of or combining the segments), with or without new material, to be broadcast on public television stations as a "new" program, as distinguished from a remake, the Company shall pay to the credited writer of the original program an amount equal to fifty percent (50%) of the then-current applicable minimum fee for the type and length of the original program.

In addition, the Company shall be required to make all applicable payments pursuant to this Agreement to the credited writer of the new program; provided, however, that if the writer of the original program is also the writer of new material for the new program, the minimum fee payable to such writer shall be limited to the minimum fee for the type and length of the new program. In the event that any writer writes literary material covered by this Agreement in connection with the production of an edited and/or reworked program, such writing shall be compensated in accordance with the terms of this Agreement.

Radio Simulcast

In the event that a program (or portions thereof) covered under this or any prior Public Television Agreement is simulcast or otherwise played on traditional analog radio or digital satellite radio, the Company shall pay to the credited writer(s) of such program 15% of Company's gross receipts derived there from. Simulcast does not require simultaneous broadcast but rather just use of the program on radio.

Commercial Broadcast, Basic Cable and Supplemental Markets

Reuse of a program produced hereunder on domestic broadcast commercial television, on commercial basic cable television or in Supplement Markets (as the term is defined in the 2008 MBA) shall require compensation to writers as follows:

- **Reuse of a Program on Domestic Broadcast Commercial Television**
Company shall pay to the writer(s) the percentage(s) of applicable minimum compensation hereunder as set forth in Article 15.B.1 of the 2008 MBA, whether for network prime time broadcasts or other than network prime time broadcasts, as applicable, provided that the initial broadcast shall be deemed to be the first rerun (that is, the second run).
- **Reuse of a Program on Foreign Basic Cable Television or in Supplemental Markets**
Company shall pay to the writer(s) the applicable compensation provided for in Article 51 or 58 of the 2008 MBA, as applicable; provided, however, that a non-refundable advance of 20% of the writer(s) applicable minimum compensation against the payments shall be required for reuse on pay television, domestic commercial basic cable and/or release of videocassettes/videodiscs. The advance payment shall be made not later than thirty (30) days following the earlier of (i) Company's receipt of payment(s) for sale or lease arrangements or (ii) release to the medium generating the payment.

Use of Excerpts From Pre-11/13/99 Material

Delete Sideletter #6 (requiring writer's prior written approval).