

DIRECTORS GUILD OF AMERICA

# CREATIVE RIGHTS HANDBOOK 2014 - 2017



Dear Colleague,

The purpose of this Creative Rights Handbook is to help raise awareness of your rights, which span all phases of production. Whether you are a veteran director or new to the guild, we encourage you to take a few moments and acquaint yourself with these provisions, several of which have changed since the previous publication of this handbook.

We achieved a number of significant improvements in Creative Rights in the last round of negotiations, both in features and in television.

In features, we secured much needed updates to the pseudonym process (8-211) and negotiated a new procedure that applies when an Employer want to replace an editor (7-209). In addition, we enhanced the notice provisions and your right to request a label indicating the running time or aspect ratio of a theatrical motion picture has been changed for any domestic ancillary exploitation of the film.

In television, we engaged in serious discussions with the studios regarding the Director's participation in casting, which resulted in a commitment from the studios to encourage "in-person" casting sessions with the talent. Several other important gains were made for Directors of episodic series.

It is important for every member to understand that these are "use them or lose them" rights; each time we choose not to exercise them, we further the chances of their erosion.

As you enjoy the benefits of DGA creative rights on your next directing assignment, hold a special thought for the Directors who have fought battle after battle to win these protections for us all. And if you find yourself with any creative rights questions or problems, please call the DGA.

Sincerely,  
Jonathan Mostow  
Steven Soderbergh  
*Co-Chairs, DGA Creative Rights Committee*

Michael Zinberg  
Matthew Penn  
Mike Robe  
*Co-Chairs DGA Television Creative Rights Committee*

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## **Theatrical Creative Rights Committee**

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**Mike Robe**

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Paul McCrane	Michael Spiller
Tawnia McKiernan	Mark Tinker
Vincent Misiano	Tom Verica
Alan Myerson	Greg Yaitanes

# CREATIVE RIGHTS CHECKLIST

## FEATURES & LONG-FORM TELEVISION

### BEFORE PREP

1. Were all the company's script, casting, approvals and budget commitments revealed to you before you took the assignment?
2. Did you get to choose your first AD?

### DURING PREP

1. Were you provided with an office?
2. Did you participate in all casting?
3. Was there a reasonable purpose for each person present at the casting session(s)?
4. Were you told what material would be shot by a second unit?
5. Did you approve the selection of a second unit director?
6. Were you given a full below-the-line budget before assignment, as well as all subsequent revisions?
7. Were you consulted on all script revisions?

### DURING PRODUCTION

1. Did you see dailies at a reasonable time?
2. Did you approve the use of video assist? Did you decide the number and placement of monitors?
3. Were you informed about any electronic transmission of sound or images from the set?
4. Did all notes to cast and crew come directly from you?

### FOLLOWING PRODUCTION

1. Did you see the editor's assembly before anyone else?
2. Were you allowed adequate time for preparing your cut?
3. If your cutting time was curtailed because of a delivery or release date, and that date was postponed, were you offered more time for your cut?

4. Did you get your cut without interference or "cutting behind"?
5. If the editor was replaced, were you informed two days in advance and consulted on his/her replacement?
6. Did you screen your cut for the producer and person with final cutting authority?
7. Did you preview your cut of your feature film? Was it in a format superior to a simple Avid output?
8. If your film involved substantial special effects, were you given the opportunity to incorporate temp effects for your preview?
9. Were you notified of the date, time and place of every post-production operation, and allowed to be present and consulted?
10. Were you offered the opportunity to direct all additional scenes or retakes?
11. Were you offered the opportunity to direct looping or narration? For long-form TV, if you were not sent to the place of looping, were you provided communication to the looping site through ISDN, T-Line or a similar device?
12. Were you offered the opportunity to take part in the spotting and dubbing of sound and music?

### SECONDARY MARKETS

1. Were you advised about editing of versions for ancillary markets, the amount of time to be added or removed and any change to the aspect ratio, and given the opportunity to participate in this editing?
2. Were you consulted on the contents of the DVD and advised of its release schedule in a timely manner?

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### AT ALL TIMES

**Were you consulted about every creative decision?**

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*The Director's creative rights are codified in Article 7 of the DGA Basic Agreement. If you have any questions, please consult the Guild office or a DGA field representative.*

*DGA Contract Line: (310) 289-2010*

# CREATIVE RIGHTS CHECKLIST

## TELEVISION SERIES AND HIGH BUDGET SVOD PROGRAMS

### DURING PREP

1. Did you receive the script, with your name on it as Director, no less than 24 hours before prep?
2. Were you provided with an office?
3. For single-camera, half-hour series, were you notified 72 hours in advance of the date, time, and place of the table read?
4. Did you participate in all casting, and was there a reasonable purpose for each person present at the casting session(s) to be there?
5. Were you told what material would be shot by a second unit?
6. Were you consulted on wardrobe, props, special FX, choreography, music, special equipment, etc.?

### DURING PRODUCTION

1. Did you direct all of the originally scheduled principal photography?
2. Did all notes to cast and crew come directly from you?
3. Were you informed about any electronic transmission of sound or images from the set?
4. Did you see dailies at a reasonable time?

### FOLLOWING PRODUCTION

1. Did you see the editor's assembly within six business days after shooting was complete? Did you see the editor's assembly before anyone else?
2. For a one-hour episode, did you have four days to

complete your cut (as long as there were no bona fide delivery date exigencies)?

3. For a half-hour episode, did you have one day to complete your cut plus up to one more day to make changes?
4. Did you get your cut without interference or "cutting behind"?
5. Did you screen your cut for the producer and person with final cutting authority?
6. Were you notified of the date, time and place of every post-production operation, and in good faith allowed to be present and consulted?
7. Were you offered the opportunity to direct all additional scenes or retakes?
8. Were you offered the opportunity to direct looping or narration?
9. Were you offered the opportunity to take part in the spotting and dubbing of sound and music?
10. Did you request and were you provided with a watermarked DVD copy of the final "air" version of your episode without commercials at no cost to you?
11. If you directed the pilot of a series and a domestic DVD or Internet Web page was created, were your name, background, and filmography included along with those of the series' "creator"?

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#### AT ALL TIMES

#### Were you consulted about every creative decision?

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*The Director's creative rights are codified in Article 7 of the DGA Basic Agreement. If you have any questions, please consult the Guild office or a DGA field representative.*

*DGA Contract Line: (310) 289-2010*

**“We gotta show  
'em how much  
we care!”**

*– Frank Capra, first Chairman of the DGA Creative Rights Committee, recommending to his directorial colleagues in 1964 the way to convince studio heads that directors should be entitled to a “Director’s Cut.”*

The companies feared a “Director’s Cut” would mean increased post-production costs. Capra proposed that the companies and the DGA draw up a list of the top 12 Directors in the world. In the event that any Director held up post-production in the way that the companies feared, the Guild, at its own expense, would fly in any one of those Directors from anywhere in the world to finish that work, even if it was only a half-hour TV show. Impressed by the sincerity of the proposal, the studio heads agreed that the Director is entitled to prepare his or her cut of the film.

## **SUMMARY OF DIRECTORS’ CREATIVE RIGHTS UNDER THE DIRECTORS GUILD OF AMERICA BASIC AGREEMENT OF 2014**

Following is a summary of Directors’ creative rights under Article 7 of the Directors Guild of America Basic Agreement of 2014. It is not intended to change or interpret Article 7. If there is any difference between this summary and the Basic Agreement, the Basic Agreement is controlling. Therefore, you should not rely solely upon this summary. Basic Agreement paragraph numbers are cited in the summary for your convenience.

**SUMMARY**

### **A. GENERAL RULES**

#### **1. THE DIRECTOR’S FUNCTION**

The Director contributes to all creative elements relating to the making of a motion picture and participates in molding and integrating them into one dramatic and aesthetic whole. (7-101)

#### **2. ONE DIRECTOR TO A PICTURE**

With few exceptions, only one Director may be assigned to a motion picture at any given time. (7-208) Only the Director assigned to a motion picture may direct it. (7-101)

#### **3. CREATIVE DECISIONS**

From the time you are hired or assigned to the picture until the end of post-production, you must be informed as soon as possible of any proposal,

and, if reasonably available, you have the right to participate in all decisions concerning the selection of cast and other creative personnel, approval rights to third parties and any other creative matter involving the production (for example, the script, locations, set designs and constructions, shooting schedule and post-production scheduling). In no case should any creative decision be made about preparation, production and post-production unless the Producer consults with you. The Producer should, in good faith, consider your advice and suggestions. (7-202, 7-1501)

#### **4. DEAL MEMORANDUM**

The individual with final cutting authority over a motion picture must be designated in your Deal Memorandum. If that person leaves the company, his or her successor must be of equivalent rank and must be designated within a reasonable time. If the company fails to designate a successor, you have the right to select one from three persons submitted by the company. (7-206)

The intended post-production locale must also be mentioned in your Deal Memorandum. (7-506)

#### **5. PRODUCTION EXECUTIVES**

You may contact the executive in charge of production if you have a dispute with the individual in charge of the film (theatrical pictures and long-form TV films only). (7-207)

#### **6. THIRD-PARTY AGREEMENTS**

The Producer may not make an agreement with a third party, the terms of which require the Producer to breach its obligations to your creative rights under either the Basic Agreement or your individual contract. Nor may the Producer negotiate a provision in any other collective bargaining agreement that infringes upon your creative rights under the Basic Agreement. (7-1502)

#### **7. NO RETALIATION**

The Producer may not discriminate or retaliate against you because you assert your creative rights under the Basic Agreement. (7-1503)

#### **8. REPLACING A DIRECTOR**

Except in an emergency (and then, only for five days), no person already assigned to the motion picture may replace you. (7-1401) Arbitration decisions confirm that the Producer may not create an “emergency” by terminating your employment.

### **B. PRE-PRODUCTION AND PRODUCTION**

#### **1. DISCLOSURE BEFORE ASSIGNMENT**

Before you are assigned to a film, the Producer must inform you of: (1) the creative personnel already employed; (2) existing film contemplated to be used; (3) any rights of script or cast approval held by someone other than the Employer or individual Producer; (4) the motion picture’s top sheet and (5) the story and script, if any. The Producer should also fully disclose to you all other creative commitments relating to the picture. (7-201)

#### **2. OFFICE, PARKING & TRANSPORTATION**

The Producer must provide you a private office at the studio and a private facility on or next to the set. The office must be large enough for at least two people and have a door that shuts, adequate ventilation, a telephone, a desk and desk chair, and good lighting. The Producer must use its best efforts to provide reasonable parking at no cost to you. (7-403)

If the Producer provides a private facility for others at a distant location, it must also provide you with a private facility. Upon your request, the Producer

must provide you with private transportation to and from local locations, unless this increases the Producer's costs. (7-403)

### 3. DELIVERY OF SCRIPT

After your assignment, at your request the Producer must promptly submit to you any script or outline and any revisions. All revisions made later must be submitted to you before they are made available for general distribution. The individual Producer or another appropriate person must confer with you about changes to the script and consider your recommendations. (7-301)

### 4. DELIVERY OF SCRIPT—EPISODIC TELEVISION

The Producer must give you a completed shooting script at least one day before your preparation period begins. (7-302a)

For every episode, the Producer must submit to the DGA a signed affidavit stating the date on which a completed shooting script was provided to you. This does not apply to first year series or second year series whose first year consisted of fewer than 13 episodes. (7-302b)

### 5. DISTRIBUTION OF SCRIPTS—EPISODIC TELEVISION

Your name must appear on the title page of each script distributed after you are assigned. (7-305)

### 6. SELECTION OF DGA CREW

The Producer must consult with you about the selection of any Second Unit Director. (7-205) If you and the Producer disagree over the selection of the Second Unit Director, Paragraph 7-205 provides a procedure for selecting a Second Unit Director acceptable to both you and the Producer. You have the right to select the First Assistant Director on any theatrical motion picture and any

non-series television motion picture which is 90 minutes or more in length. (7-204) The Producer must consult with you about the selection of the Unit Production Manager for any theatrical motion picture or non-episodic television program. (7-203)

### 7. CASTING SESSIONS

The only persons who may attend casting sessions are those who have a reasonable purpose for being there and who are invited by you, the individual Producer or the Employer. (7-1504)

### 8. PREPARATION TIME—TELEVISION

You must have actual preparation time of no less than three days for a half-hour program, seven days for a one-hour program and 15 days for a two-hour program. This rule applies only to programs made for network prime time (excluding pilots) and comparable programs made for pay-TV. (7-304)

### 9. TABLE READS - SINGLE CAMERA, ONE-HALF HOUR TELEVISION SERIES

You must be notified of the date, time and place of any table read as soon as the Producer has scheduled the table read, but in no event less than seventy-two hours prior to the table read, except in the event of an unplanned change to the scheduling of the table read, in which case the Producer must notify you as soon as possible. Depending upon the number of guaranteed preparation days you are afforded, you may be entitled to compensation for attending a table read that is held outside the guaranteed prep period. (10-101)

### 10. SECOND UNITS

Before principal photography starts, the Producer should inform you of the material intended to be shot by a second unit. The Producer may not later schedule new second unit work, unless certain circumstances arise which could not have been

reasonably anticipated. (7-404) The Producer must give you an opportunity to consult with the Second Unit Director about the manner in which the second unit photography will be shot. (7-205)

## 11. BUDGET AND SHOOTING SCHEDULE

The Producer may not in bad faith or capriciously reduce the budget or the shooting schedule. (7-201)

## 12. STUNTS

The Producer may not increase the difficulty of a stunt in the shooting script delivered to you, or later add a stunt to this script, unless you consent. (7-303)

## 13. VIDEO ASSIST

On a theatrical film, when you choose to use video assist, you must be allowed to determine the number and placement of monitors to be used. (7-406)

## 14. ELECTRONIC TRANSMISSIONS

The Producer may not electronically transmit from the stage any image or sound without first informing you. (7-1505)

## 15. DAILIES

You must have the opportunity to see the dailies of each day's photography at a reasonable time. (7-401) If you so request before departure for a distant location, the Producer must provide you on distant location with interlocking sound and picture projection facilities or their equivalent for the viewing of dailies of theatrical motion pictures, pilots and anthology television motion pictures. (7-402) The Producer must ship these dailies to the distant location within 24 hours (excluding Saturday, Sunday and holidays) after synchronization. (7-401)

## 16. SPECIAL PHOTOGRAPHY & PROCESSES

Before completion of principal photography, the Producer must inform you about any intent to use

special photography and processes, and permit you to participate in considerations about their use. After principal photography, you must be consulted about and participate in the consideration of using such special photography and processes, if you are available. (7-405)

## C. POST-PRODUCTION

### 1. VESTING OF RIGHTS

If you direct 100% of scheduled principal photography, you may not be replaced except for gross willful misconduct. (7-503) You must be given the opportunity to direct additional photography and retakes, and, if unavailable, you must have the opportunity to consult with the person who directs these. (7-1001)

If you direct at least 90% of scheduled principal photography, you are entitled to all post-production creative rights, unless you were primarily responsible for the motion picture going over budget or your replacement directs more than 10% of all principal photography, no part of which was shot to defeat your rights. (7-503)

### 2. POST-PRODUCTION AT A DISTANT LOCATION

When post-production takes place at a distant location, the Employer must pay for your transportation, hotel and meals while you perform post-production services. (7-506)

### 3. EDITOR'S ASSEMBLY

The Producer must have the Editor's Assembly of television motion pictures prepared promptly. This means the Producer will use reasonable efforts to cause the Assembly to be delivered before but not later than four (4) business days for half-hour shows, or six (6) business days for one-hour shows, after the close of principal photography. (7-505)

Only the Editor and the Editor's immediate staff may view the Editor's Assembly before you. You have the right to view the Assembly as soon as it is finished and may request that no other person, except the Editor and Editor's staff, view the Assembly for 24 hours after you view it. If it is not promptly completed, it will be held up to two (2) weeks for your availability. (7-505c)

#### 4. PREPARING THE DIRECTOR'S CUT

The Director's right to prepare his or her Director's Cut is absolute. (7-508) You must supervise the editing of the first cut following completion of the Editor's Assembly. You have the right to instruct the Editor and to make whatever changes you deem necessary in preparing the Director's Cut. (7-505)

With respect to television films 60 minutes or less in length, if you do not start the Director's Cut within 24 hours after receiving notice the Editor's Assembly is or will be completed, the Producer may assign someone else to supervise the first cut. If the Producer does, he or she must notify the Guild within one day following the assignment. (7-505g)

No one may be allowed to interfere with or cut behind you during the period of the Director's Cut. (7-504) The Producer must give you time to complete the Director's Cut as follows:

#### THEATRICAL MOTION PICTURES

Ten weeks, or one day of editing for each two days of scheduled photography, whichever is longer. (7-505b)

*Certain creative rights, particularly the amount of cutting time, have been modified in the DGA Low Budget Agreement. If you have any questions regarding your creative rights for low budget theatrical motion pictures, please call the Contracts Department at (310) 289-2010.*

#### TELEVISION MOTION PICTURES

- 30 minutes or less: within one day plus time (not to exceed one more day) to make changes if necessary.
- 31 to 60 minutes: 4 days
- 61 to 90 minutes: 15 days
- 91 minutes to 2 hours: 20 days
- Each additional hour in excess of 2 hours: 5 days (7-505b)

The period for the Director's Cut begins when the Editor's Assembly is finished unless you delay completion of the Assembly. (7-505c)

If your Director's cutting time is abbreviated due to a release or delivery date, and that date is postponed, you must be given more time to complete your cut. (7-505i)

With respect to television films 60 minutes or less, the Director's Cut should be no more than approximately one minute over or under the planned broadcast time. (7-505g)

You may delegate the assembly of second unit photography to the Second Unit Director. (7-205)

#### 5. VIEWING THE DIRECTOR'S CUT

Only the individual Producer and the person with final cutting authority are entitled to see the first screening of the Director's Cut. (7-505d)

You have the right to request a preview of the Director's Cut of a theatrical motion picture before a public audience or, at the Producer's choice, a private audience of no less than 100 persons (excluding relatives and employees). (7-505e) This preview cannot be conducted using the "Avid output" or other substandard processes. (7-705)

If your theatrical or long-form television motion picture involves substantial effects, you must be

allowed to incorporate reasonable temp effects (and have additional cutting time necessary to do so) for the preview of your Director's Cut. (7-505h)

## 6. REPLACEMENT OF THE EDITOR – THEATRICAL MOTION PICTURES

If the Producer intends to terminate the editor's employment on a theatrical motion picture, you must be notified at least two business days prior to the termination. During that two-day period, you have the right to consult with the Producer regarding the decision to terminate the editor and the selection of the replacement editor. The Producer has the final decision regarding the termination of the editor and selection of the replacement editor, unless you have overscale approval rights concerning those matters.

## 7. RIGHT TO BE PRESENT AND TO CONSULT THROUGHOUT POST-PRODUCTION

You must be notified of the date, time and place of each post-production operation. (7-506)

The Producer must allow you to be present at all times and be consulted throughout the entire post-production period. You must have a reasonable opportunity to discuss the last version of the film before negative cutting or dubbing, whichever is first. (7-506)

The Producer may not use the company's scheduling authority or the post-production locale to undermine your creative rights. (7-506, 7-512)

## 8. ADDITIONAL PHOTOGRAPHY

If you have directed 100% of the scheduled principal photography, you have the right to direct any additional scenes and retakes, subject only to your availability. If unavailable, you must be allowed to consult with the person who directs this photography. (7-1001)

## 9. LOOPING AND NARRATION

Looping and narration must be directed by you (7-1101) as long as you are available at the time, place and cost the Employer scheduled. It is the Producer's obligation to send you to the place where looping or narration is recorded unless it is minor in nature. (7-1102) If unavailable, you must be consulted about the selection of a substitute and be allowed to explain to the substitute your ideas on the work to be done. (7-1103)

With respect to long-form television, if you are not sent to the place of looping, the Producer must provide communication to the looping site through ISDN, T-1 line or a similar device if readily available. (7-1104)

## 10. SPOTTING AND DUBBING

The Producer must give you the opportunity to take part in the spotting and dubbing of sound and music, provided such participation does not increase costs. (7-1201)

## 11. SCREENINGS—TELEVISION FILMS

Until completed, a television motion picture may not be shown to persons who are not involved in post-production (for example, critics and network affiliates) unless there is a notice on the screen at the beginning and end of the film stating that it is an unfinished work in progress. (7-514)

## 12. MOTION PICTURE RATING

If the Employer appeals the rating given by the MPAA's Classification and Rating Administration, you have the right to participate fully in the proceedings before the CARA's Appeals Board. If the Producer wants to change the film to achieve a desired rating, he or she must give you the opportunity to make the changes.

If the Employer does not designate you as one of the Employer's representatives to the MPAA's CARA, the designated representative must promptly advise you of any communications with CARA. You

must be informed fully and accurately of CARA's concerns and consulted in good faith with respect to any actions to be taken. (7-515)

### **13. PREVIEWS OF THEATRICAL FILMS**

The Producer must give you (or the DGA if you cannot be reached) five days' advance notice of the time and place of all previews of a theatrical film. (7-701) If the first preview is outside Los Angeles or Orange County, the Producer must provide you with first-class travel and lodging. (7-702) The Producer must have at least one public or private showing of the film. (7-704)

## **D. SECONDARY MARKETS**

### **1. COLORIZING, PANNING AND SCANNING, ETC.**

The Producer must consult with you concerning colorizing, panning and scanning, time compression and changes made to exhibit the film in 3D. (7-513)

### **2. DVD RELEASE OF THEATRICAL OR TELEVISION FILM**

For theatrical or television films, you must be advised of the schedule for release(s) of the domestic DVD as soon as it is determined. The Producer must consult with you concerning the content of the DVD in a timely manner to allow full consideration of your input. (7-521)

### **3. TELEVISION RELEASE OF THEATRICAL FILM**

The Producer must try to license theatrical motion pictures for network broadcast so that they will be broadcast with no changes except those required by Network Broadcast Standards and Practices. To the extent practical, the production company -- not the network -- should oversee any necessary editing.

You must be given notice of the amount of time to be added or removed and any change to the aspect ratio, and the first opportunity to make the required

cuts. If the Director is deceased, the DGA will select another Director to make these cuts. (7-509b)

If the license with the network provides that the network will edit the motion picture, the Producer must obligate the network to consult with you. You and the Producer are required to abide by procedures set forth in this Paragraph. (7-509c)

If the Producer decides to edit a motion picture at the Producer's facilities for the purpose of syndication, you, if available, must be given the opportunity to edit the motion picture. (7-509d)

### **4. IN-FLIGHT EXHIBITION OF THEATRICAL FILM**

The Producer may not edit or permit a licensee to edit a feature-length theatrical motion picture down to an in-flight version shorter than its generally released version. However, if the film is longer than two hours, it may be cut to two hours in length. (7-509f)

### **5. OTHER VERSIONS**

If the Producer wants to change a motion picture for distribution on videodiscs or videocassettes, basic cable, domestically in New Media, or in-flight, you must be given notice of the amount of time to be added or removed and any change to the aspect ratio, and you must edit the new version or be consulted about the changes in the same manner as you would edit or be consulted in connection with changes for television. (7-509g)

### **6. REQUEST FOR A LABEL**

If a theatrical motion picture is to be exhibited in an ancillary market with a running time, format, or aspect ratio different from the domestic theatrical release version, you may send to the Producer a written request of the licensee to display a label, in the form of a disclaimer, prior to the commencement of the exhibition of the motion picture. (7-522)

## 7. PHOTOGRAPHY ADDED TO THEATRICAL FILM

The Producer must give you the opportunity to direct photography added to a theatrical film beyond its theatrical version. (7-509e)

## 8. FOREIGN THEATRICAL RELEASE OF TV FILMS

If a television motion picture is to be cut in the United States for foreign theatrical release, you must have the opportunity to prepare a Director's Cut. (7-1301)

## 9. FOREIGN EXHIBITION

If additional material is to be added for foreign exhibition of a television motion picture, you must be given the opportunity to direct that photography and to edit any English-language version. (7-510)  
See also 7-517 re: theatrical films.

## 10. RELEASE OF DIRECTOR'S CUT

The Producer may not release a version of your film identified as the "Director's Cut" unless it has been so identified by you. (7-518)

## 11. DIRECTOR'S VIDEOCASSETTE

The Producer must give you a videocassette of any theatrical film manufactured for sale on videocassettes. (7-603)

## 12. DVD COPY OF TELEVISION EPISODE

You may request a watermarked DVD copy of a half-hour or hour long television episode, which the Producer must provide at no cost to you after the first television exhibition of the episode.

## 13. PILOT DIRECTOR RECOGNITION \*

If you directed the pilot of a series, and a domestic DVD or an interactive Web page is labeled for that series, the Employer must include your name, background and filmography if such information about the "creator" of the series is included. (8-308b)

*\* This provision appears in Article 8 of the DGA Basic Agreement.*

“The difficulty arose because the only right we had in the contract back then in the early '60s was to make suggestions for improvements in a ‘rough cut’ to the associate producer. We called many directors together and all of them agreed that they were having similar problems. So we met under the supervision of Joe Youngerman over a period of time to see if we could draft what we called a ‘Bill of Creative Rights.’ George Sidney, who was President of the Guild at the time, asked Frank Capra to chair a special negotiating committee to obtain acknowledgment of these rights. And that’s how it started.”

– *Elliot Silverstein, original member of the 1964 DGA Creative Rights Committee and Chairman from 1968–1992.*

# **BASIC AGREEMENT OF 2014**

## **ARTICLE 7**

### **Directors’ Minimum Conditions Preparation, Production and Post-Production**

#### **SECTION 7-100 PREAMBLE**

7-101 The Director’s professional function is unique, and requires his or her participation in all creative phases of the film making process, including but not limited to all creative aspects of sound and picture.

The Director works directly with all of the elements which constitute the variegated texture of a unit of film entertainment or information.

The Director’s function is to contribute to all of the creative elements of a film and to participate in molding and integrating them into one cohesive dramatic and aesthetic whole.

No one may direct, as the term direct is generally known in the motion picture industry, except the Director assigned to the picture.

The following provisions of this Article 7 are therefore agreed upon:

#### **SECTION 7-200 DISCLOSURE AND CONSULTATION WITH RESPECT TO COMMITMENTS**

7-201 **Disclosure Before Assignment**  
Prior to the employment of the Director, or in the case of a Director employed under a term contract or multiple picture contract or under option, prior to his assignment to a picture, Employer shall inform him or her of the following in relation to the picture in question:

- (a) the names of artistic and creative personnel already employed;
- (b) all existing film contemplated to be used;
- (c) any rights of script approval or cast approval contractually reserved to any person other than the Employer and the individual Producer;
- (d) the top sheet (summary) of any Theatrical Budget or a Television Pattern Budget (as the case may be) which has been established and any limitations thereof, if any. The Director shall use his or her best efforts to conform with such budget. The Director shall have the responsibility and opportunity to express his or her opinion with respect to the practicability of the budget; and
- (e) the story on which the motion picture is based and the script, if any exists, shall be made available to the Director.

It is the intention hereof that Employer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments with respect to the picture for which the Director is to be employed prior to his or her actual employment, or prior to his or her assignment to the picture if previously employed or optioned without such an assignment.

It is recognized that Directors frequently accept an assignment based upon the Employer's representation as to the budget and shooting schedule of a motion picture. It is therefore agreed that after the Director's assignment to a theatrical motion picture or a television motion picture ninety (90) minutes or longer, the Employer shall not in bad faith or capriciously reduce the budget or the shooting schedule.

In addition to the foregoing, Employer shall give full and complete disclosure of the below-the-line budget to the Director of a theatrical

motion picture or a long-form television motion picture at the time the Director is employed or assigned, and provide all subsequent revisions to said budget.

The individuals responsible for approving the budget of a theatrical motion picture shall, prior to the budget being set, consult with the Director with respect to its practicality.

If the Director of a long-form television motion picture is hired before the budget is approved, the individuals responsible for approving the budget shall, prior to the budget being set, consult with the Director with respect to its practicality.

## 7-202

### **Consultation After Assignment**

Subject to other specific provisions hereof, between the time the Director is employed (or in the case of a Director employed under a term contract or multiple picture contract or under option, after his or her assignment to the picture), and until the time he or she delivers the Director's Cut, he or she shall be informed as soon as practicable of any proposal concerning and, if reasonably available, shall participate in all decisions with respect to: (a) any changes in the elements of which he or she has been previously notified, or proposed casting and the employment of other artistic or creative personnel, and of any rights or approval thereafter granted to third parties; (b) all creative elements in the production of the film, including but not restricted to the script and any revision thereof, casting, employment of artistic and creative personnel, location selection, set design and construction; pre-production, shooting and post-production scheduling; (c) in no case will any creative decision be made regarding the preparation, production, and post-production of a motion picture without the consultation of the Director. The Director's advice and suggestions shall be considered in good faith.

**7-203 Consultation Regarding UPM**

With respect to theatrical motion pictures and non-episodic television programs, Director will have the right of consultation with respect to assignment of a UPM assigned after the Director is assigned. The final decision with respect to assignment of the UPM shall remain with the Employer.

**7-204 Selection of First Assistant Director**

The Director shall have the right, subject to the terms of Articles 14 and 15, to select the First Assistant Director on any theatrical motion picture and any non-series television motion picture (90) minutes or longer, provided that such selection must be consistent with the budget of the motion picture and the First Assistant Director selected is not guilty of any criminal conduct. The Director may replace the First Assistant Director provided that such action does not adversely affect the budget of the motion picture. The Employer shall have the right for just cause to discharge a First Assistant Director selected in accordance with this Paragraph 7-204 and a substitute First Assistant Director shall be selected pursuant to this Paragraph.

**7-205 Second Unit Director**

In the event second unit work shall be contemplated, the Director shall be given an opportunity to consult with the individual Producer and participate in considerations as to the person to be engaged to direct such second unit work. In the event of disagreement between the Employer and the Director as to the choice of the person to be engaged as Second Unit Director, the Employer shall submit to the Director a list of three (3) qualified individuals any one (1) of whom would be approved as Second Unit Director and the Director shall be obligated to approve one (1) of such three (3) persons.

The Director shall be given the opportunity to consult with the Second Unit Director with respect to the manner in which the second unit work is to be performed and may delegate the supervision of the assemblage of second unit photography to the Second Unit Director.

**7-206 Individual With Final Cutting Authority**

The individual having final cutting authority over the motion picture shall be designated in the Director's Deal Memorandum. In the event such individual ceases to be employed by Employer, the individual named by the Employer to succeed the designated individual shall be a person of equivalent rank. The successor's name shall be deemed incorporated into the Director's Deal Memorandum. If the Employer has not named any such person, then the Employer shall submit to the Director the names of three (3) individuals, any of whom would be acceptable to the Employer as the person to have the final cutting authority over the motion picture. The Director shall select one (1) individual from the three (3) proposed names, and the name of the individual selected shall be deemed to have been incorporated into the Director's Deal Memorandum. Employer shall not be deemed to have breached this provision for a reasonable time following the end of employment of the individual originally designated in the Deal Memorandum. During this period, Employer may designate any individual who may temporarily perform all or some of the former employee's functions in exercising final cutting authority.

**7-207 Production Executives**

Employer recognizes that if the Director has a dispute with the individual in charge of the specific project, the Director has the right to contact the executive in charge of television or theatrical production, as the case may be. The executive

will listen to the Director, but may delegate to another person the determination of the dispute. This right is limited to theatrical motion pictures, television long-form productions and multi-part closed-end series. This right may not be exercised to delay production or post-production or to otherwise increase costs.

**7-208 One Director To A Film**

There will be only one Director assigned to direct a motion picture at any given time.

However, such limitations shall not be construed as precluding assignment of *bona fide* teams or of more than one (1) Director to direct pick-ups, added scenes or different segments of a multi-storied or multilingual motion picture (e.g., “*Tales of Manhattan*,” “*Love Boat*” and “*Tora-Tora-Tora*”) or different segments of a multi-part closed-end television series (e.g., “*Roots*”) or the assignment of more than one Director when required by foreign laws, regulations or subsidies, or assignment of a Second Unit Director or any specially skilled Director (e.g., underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this Paragraph 7-208.

The Directors’ Council of the Guild shall not unreasonably withhold its consent to a waiver of the above provisions when two (2) Directors apply for the same based on professional necessity.

At the Employer’s request, the Guild agrees to the following exception to this Paragraph 7-208. This exception shall remain effective from July 1, 2008 to January 1, 2010 and thereafter unless either the Guild or the AMPTP terminates this exception after giving thirty (30) days written notice.

On an episodic television motion picture which is thirty (30) to sixty (60) minutes in length,

the Employer may assign another Director to function as a consultant (herein called “Consulting Director”), subject to the following:

- (a) the Director has not previously directed a motion picture under this or any preceding BA;
- (b) the Consulting Director has been employed no more than two (2) times under this exception;
- (c) all the Employer’s instructions in connection with the production must be communicated to the Director;
- (d) the Consulting Director may only counsel and advise the Director, and may not instruct or give suggestions to the actors or crew; and
- (e) the Consulting Director shall be paid not less than the applicable minimum but is not entitled to any additional compensation pursuant to Articles 11, 18 and 20 and is not entitled to credit under Article 8 or any creative rights under Article 7.

The Consulting Director may not replace the Director, subject to the emergency provision in Paragraph 7-1401.

The Employer shall state on the Director’s deal memorandum submitted pursuant to Paragraph 4-108 that a Consulting Director has been assigned pursuant to this exception. The Employer shall also state on the Consulting Director’s deal memorandum that he or she is assigned as a Consulting Director.

**7-209 Consultation Regarding Editor**

If the Employer intends to terminate the motion picture editor’s employment on a theatrical motion picture, the Employer shall notify the Director at least two (2) business days before the termination. During that two (2) day period, the Director shall have the

right to consult with the Employer regarding the decision to terminate the editor and the selection of a replacement editor. Upon the Director's request, the Employer agrees that the president of production, or an individual with an equivalent rank if the Employer does not employ an individual with that title, shall consult with the Director with regard to the aforementioned matters. The final decision with respect to the termination of the editor and the selection of any replacement editor shall remain with the Employer, unless the Director has rights of approval regarding the termination of the editor or selection of any replacement editor.

## SECTION 7 - 300 PREPARATION

### 7-301 Literary Material

When the Director is assigned, at his or her request, any existing script or outline in whatever form intended for the production of the motion picture shall be immediately delivered to him or her. Any changes or additions in such script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution. The individual Producer or other appropriate person will confer with the Director to discuss and consider the Director's suggestions and opinions with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions which the Director recommends.

### 7-302 Delivery of Shooting Script

(a) In episodic television, the Employer shall deliver the completed shooting script to the Director not later than one day prior to the commencement of the Director's preparation period. For each day the delivery of the completed shooting script is delayed, an additional day shall be added to the Director's preparation period.

A "completed shooting script" is defined as that script (not necessarily the final shooting script) which the Employer intends to use for photography of a motion picture, subject to changes such as acting, technical and/or staging problems or those with respect to weather or other emergencies.

The Guild shall grant an automatic and unconditional waiver on an episodic basis for each episode for which the Employer sends the Guild a written request therefor, before it fails to deliver the script as required, only for those series in their first year of production and those series in the second year of production whose first year of production consisted of thirteen (13) or fewer episodes.

- (b) The Employer shall fax a copy of the script "cover sheet" to a Guild employee designated by the DGA on the same day that the script is provided to that episode's Director. The cover sheet shall be accompanied by a statement signed and completed by an employee employed in the production office of the series as follows:

"This will confirm that \_\_\_\_\_  
(insert name of production company)  
furnished a copy of the completed shooting script for episode \_\_\_\_\_  
(insert episode number or title)  
of the series entitled \_\_\_\_\_  
(insert title of series)  
to the Director of that episode,  
\_\_\_\_\_  
(insert name of Director),  
on \_\_\_\_\_ (insert date).  
"By \_\_\_\_\_  
(signature of production office employee)  
" \_\_\_\_\_ (print name)"

- (c) None of the provisions set forth above shall apply to series in their first year of production nor to series in the second year of production when the first year of production consisted of thirteen (13) or fewer episodes.
- (d) See Sideletter No. 25 which memorializes the parties' agreement on terms to effectuate the provisions of Paragraph 7-302.

**7-303 Stunts**

Any stunt sequence mentioned in the shooting script delivered to the Director (whether or not a waiver of Paragraph 7-302 was granted) may not be increased in magnitude or in degree of difficulty, nor may a stunt sequence be added to such script or later increased in magnitude or degree of difficulty, without the Director's consent to the change. Such consent will not be unreasonably withheld. The Employer may diminish the magnitude of a stunt sequence in the shooting script or eliminate it entirely without the consent of the Director.

**7-304 Television Preparation Time**

With respect to a motion picture (excluding pilots) which is produced for Network Prime Time or is governed by Article 20 and of a type generally produced for Network Prime Time, the Director shall be afforded actual preparation time of no less than three (3) days for a one-half hour program, seven (7) days for an hour program and fifteen (15) days for a two-hour or longer program.

**7-305 Inclusion of Director's Name on Episodic Television Scripts**

With respect to episodic television motion pictures, the Director's name shall appear on the title page of each script distributed after he/she is assigned. The omission of the Director's name shall not, however, be subject to grievance and arbitration under Article 2 of this Agreement.

**SECTION 7 - 400 PRODUCTION**

**7-401 Dailies**

Consistent with the orderly progress of photography, the Director shall see the dailies of each day's photography at a reasonable time. No one shall be present at the screenings of such dailies except those persons designated by the individual Producer, the Employer, or the Director, and all such persons shall have a reasonable purpose for attending such screenings. The Editor assigned to the picture shall be present at all such screenings at the studio.

Dailies for a television film may be in the form of videocassettes.

While the Director is on distant location, and when it is required that the Director be provided with distant location viewing facilities pursuant to Paragraph 7-402 below, the Employer will ship the dailies of each day's photography within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) after synchronization of picture and track by the Editor or someone else under his or her supervision. Failure to ship dailies of more than three (3) aggregate days' photography shall constitute a breach of this obligation, unless excused by a force majeure.

**7-402 Distant Location Viewing Facilities**

With respect to theatrical motion pictures, anthology television motion pictures and pilot films, when the company and the Director are scheduled for distant location of four (4) or more consecutive days of shooting, if requested by the Director not less than five (5) days, if practicable, prior to the departure for the distant location, the Director will be provided with interlocking sound and picture projection facilities or their equivalent (for example, kemtable type of viewing device or cassette viewing equipment) for viewing dailies on such distant location.

### 7-403 **Private Office and Parking**

The Employer will provide the Director with a private office at the studio, and a private facility on the set or immediately adjacent thereto at the studio but not at the same time. On distant location where private facilities are provided to others on the set or immediately adjacent thereto, a private facility shall also be provided the Director on the set or immediately adjacent thereto.

- (a) For purposes of this Section, an “office” shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two additional persons and good lighting. Sanitary facilities shall be in a reasonable proximity to said office.
- (b) When the Employee utilizes an office in his or her home in connection with an employment agreement with the Employer, such utilization by the Employee shall be deemed to be at the request of and for the convenience of the Employer. Employer acknowledges that Employees are frequently required to perform services hereunder at their home.
- (c) Employer shall use its best efforts to provide reasonable parking space at no charge for all Employees while they are rendering services in production, pre-production and post-production covered by this BA.
- (d) Upon the Director’s request, the Employer shall provide the Director private transportation during the period of photography to and from local locations, provided such transportation does not increase Employer’s costs.

### 7-404 **Second Unit Photography**

Prior to the start of principal photography, the Employer shall fully disclose to the Director what material is intended to be shot as second unit. During scheduled principal photography, such second unit work will not be enlarged except for exigencies which cannot be reasonably anticipated.

Any disagreement relating to the provisions of this Paragraph 7-404 may be submitted to arbitration, but the Employer shall not be prevented from completing the work in question. In determining said dispute, the Arbitrator shall be guided by the fact that the parties hereto have agreed that the following is a list of examples of circumstances which may not be reasonably anticipated prior to the start of principal photography and which may be the basis of the enlargement of second unit work during principal photography. This list is not intended to be all-inclusive of such circumstances.

1. Weather conditions.
2. A change in actor availability.
3. Force majeure.
4. Special effects shooting problems.
5. Problems or time pressures arising from the scheduling, availability or accessibility of locations.
6. Problems arising from restrictions in permits.
7. Process plates needed during principal photography.
8. Foreign locations needed for “establishing shots.”

### 7-405 **Special Photography and Processes**

Prior to completion of principal photography, the Director shall be advised of and shall participate in considerations with respect to the utilization of the following:

- trick shots
- process plates
- inserts
- montages
- miniatures
- transparencies
- backgrounds
- stock film
- glass and matte shots
- optical devices

After principal photography, the Director shall be consulted and participate in considerations with respect to the foregoing, subject to his or her availability.

**7-406 Use of Video Assist**

The parties agree that on theatrical motion pictures and on television motion pictures ninety (90) minutes or longer, video assist may not be used without the Director's permission.

When the Director of a theatrical motion picture elects to use video assist, he/she shall determine the number and placement of monitors to be used.

**7-407 Videotape of Performance**

When a camera block rehearsal of a multi-camera television motion picture is videotaped so that all cameras are recorded (*i.e.*, a "quad split"), no one shall have access to a copy of the videotape prior to the completion of the Director's Cut without the knowledge of the Director.

**7-408 Audience Switchers**

The audience switcher function is to be performed under the direction of the Director.

## **SECTION 7 - 500 EDITING AND POST-PRODUCTION**

**7-501 Responsibility of Director**

The Director shall be responsible for the presentation of his or her cut of the motion picture (herein referred to as the "Director's Cut") and it is understood that his or her assignment is not complete until he or she has presented the Director's Cut to the Employer, subject to the terms and conditions of this BA, as soon as possible within the time period hereinafter provided for.

Subject to Paragraph 7-505(g)(2), no one other than the Director may supervise the editing of the first cut of the film following completion of the editor's assembly, but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Employer may assign another person to edit the film. Within one (1) day following such an assignment, the Employer shall send the Guild written notice thereof.

**7-502 "Hotline"**

Any Director who has completed ninety percent (90%) but less than one hundred percent (100%) of the scheduled principal photography of a theatrical motion picture or television motion picture ninety (90) minutes or more in length cannot be replaced, except for cause, until the following procedure (herein referred to as "hotline") has taken place: (a) The Employer shall give the Director and the Guild prompt notice of its intention to so replace the Director; and (b) the available parties shall immediately jointly discuss the matter (the Employer is to be represented in such discussion by the person designated in the deal memo, or a higher ranking executive); and (c) if the parties are unable to resolve the matter, the decision of the Employer shall be final.

**7-503 Vesting of Post-Production Rights**

Notwithstanding the provisions of Paragraph 7-502, a Director who is replaced after directing ninety percent (90%) but less than one hundred percent (100%) of the scheduled principal photography of any motion picture shall be the Director of the film entitled to all the post-production creative rights set forth in this Article 7, unless (a) the Director was primarily responsible for causing the motion picture to be "over budget" or (b) the substituting Director was required to direct more than ten percent (10%) of all principal photography for the

picture. Reshooting initial photography due to faulty negative caused by technical problems shall not be included in the computation of the ten percent (10%). The Employer may not schedule additional photography to avoid the express intent of this provision and has the burden of proving the necessity of such additional photography.

A Director who has directed one hundred percent (100%) of the scheduled principal photography of a motion picture may not be replaced except for gross willful misconduct.

**7-504 No Interference with Director's Cut**

No one shall be allowed to interfere with the Director of the film during the period of the Director's Cut. There shall be no "cutting behind" the Director as that term is commonly understood in the motion picture industry. The term "cutting behind" means any editing prohibited by the terms of this BA, including editing by electronic means. When a release date must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half the actual time period available for cutting.

**7-505 Preparation of Director's Cut**

The Director shall prepare the Director's Cut of the film for presentation to the individual Producer and to the person designated in the Director's deal memo as having final cutting authority, in the ordinary course of business, over the motion picture. The Director shall diligently and continuously render his or her services in connection with the preparation of the Director's Cut and shall remain reasonably available on the premises during such period.

In pursuance thereof, the following procedure shall be followed:

- (a) The Director shall see the assembled sequences as soon as the Editor has assembled them in accordance with the Director's instructions during the photography of the picture, provided this will not delay the time and preparation of the assemblage of the sequences. If the Director does not give such directions, the Editor may proceed with the assemblage of the sequences without them. The Director shall then make whatever changes he or she deems necessary. As to television, such changes shall be made by the Director working with the Editor and in consultation with the individual Producer. The Editor will make no further changes except under the Director's instructions until the completion of the Director's Cut.

With respect to television, the Employer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's Cut can be commenced immediately.

- (b) The Director's Cut shall be accomplished within the following time periods:

**Theatrical Motion Pictures**

- (1) Within ten (10) weeks after the close of principal photography or within a period of time after the close of principal photography equal to one (1) day of editing time for each two (2) days of originally scheduled photography (as such schedule may have been increased or decreased by mutual agreement between the Director and the Employer), whichever is greater.
- (2) With respect to a low budget film (as defined in Paragraph 3-101), within six (6) weeks after the close of principal photography or within a period of time

after the close of principal photography equal to one (1) day of editing time for each one (1) day of originally scheduled photography (as such schedule may have been increased or decreased by mutual agreement between the Director and the Employer), whichever is greater.

### **Television Motion Pictures**

- (3) As to television motion pictures having a running time of thirty (30) minutes or less, within one (1) day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more day.
  - (4) As to television motion pictures having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within four (4) days.
  - (5) As to television motion pictures having a running time of ninety (90) minutes or less, but more than sixty (60) minutes, within fifteen (15) days.
  - (6) As to television motion pictures having a running time of one hundred twenty (120) minutes or less, but more than ninety (90) minutes, within twenty (20) days.
  - (7) As to television motion pictures having a running time of more than two (2) hours, twenty (20) days, plus five (5) days for each additional hour in excess of two (2) hours.
- (c) If the assemblage of the film is not completed at the close of principal photography, the above time periods shall not commence to run until such assemblage is completed, unless delay in the completion of the assembly of the film beyond the close of principal photography is caused by the Director.

For the purpose of this Paragraph 7-505, the word “promptly” shall be defined as four (4) business days after close of principal photography in the case of a half-hour television program and six (6) business days after close of principal photography in the case of a one-hour television program. Employer shall use reasonable efforts to cause the assembly to be delivered as soon as possible following close of principal photography and before the fourth or sixth business day, whichever is applicable. If the assembly is not promptly completed and made available, then, when it is completed, Employer shall hold it available for Director’s first availability up to two (2) calendar weeks to permit the Director to prepare the Director’s Cut.

No one (other than the Editor and the Editor’s immediate staff) shall view the completed assembly before the Director or, if the Director so requests, for twenty-four (24) hours after the Director’s initial viewing. The Director may not exhibit the film to anyone else without approval of the Employer.

- (d) When the Director’s Cut is ready, the Director shall screen such cut for the individual Producer and for the person, if any, designated in the Director’s deal memo as having final cutting authority over the motion picture. During the screenings of the Director’s Cut for the individual Producer and the person, if any, so designated in the deal memorandum, the Director shall be entitled to make recommendations for further changes in following cuts.
- (e) At the Director’s request, the Director’s Cut of a theatrical motion picture shall, at Employer’s election, be previewed before a

public audience or be screened before a private audience which shall consist of no fewer than one hundred (100) persons, exclusive of relatives or employees of the Employer. For the purpose of such preview or screening, the Director shall have the right to include tracked music and effects in the Director's Cut. Employer shall grant the Director access to the music and effects, if any, in its library and shall provide the Director no less than one (1) day of dubbing to incorporate music and effects into the Director's Cut. In the event the Director requests such a showing, such preview or screening shall be deemed to be the delivery of the Director's Cut.

- (f) The following procedures are intended to implement the provisions of Paragraphs 7-505 and 7-507 relating to cutting time for Directors of television films and represent no substantive change in the Director's rights and obligations as contained in said Paragraphs. The Director and the Editor will view the Editor's assembly in a projection room and on a moviola or other similar device and the Editor will note all the Director's instructions. The Editor will then implement all the instructions. The Director and Editor will again view the material in a projection room, and the Editor will note and implement any further instructions.
- (g) The following rules apply to television films sixty (60) minutes or less:
  - (1) The Director's Cut may be no more than approximately one (1) minute over or under the planned broadcast time. Upon Employer's request, photography in the editor's assembly not used in the Director's Cut shall be maintained separately.
  - (2) If the Director doesn't start the Director's

Cut within twenty-four (24) hours after he or she receives notice that the editor's assembly is or will be complete, Employer may assign any other person to supervise editing of the first cut of the film following completion of the editor's assembly. Any time the Employer assigns a person other than the Director to supervise editing of such first cut, Employer shall send the Guild written notice thereof not later than one (1) day following the assignment.

- (3) If Employers' costs increase because of the provisions of this subparagraph (g), the AMPTP may terminate such provisions not earlier than January 1, 2016, provided the AMPTP sends the Guild sixty (60) days written notice advising the Guild that this subparagraph (g) is terminated and provided representatives of the AMPTP and the Guild meet within the sixty (60) days in a good faith attempt to resolve the Employers' problems.
- (h)(1) On theatrical motion pictures incorporating substantial effects – such as a CGI character or effects which determine plot points – the Director shall be given an opportunity to incorporate reasonable temp effects, which may necessitate additional cutting time, for the preview of the Director's Cut, unless the release date does not permit the additional time required. The parties acknowledge that cost is an element of determining “reasonableness.”
- (2) The Director of a long-form television motion picture which incorporates substantial effects – such as a CGI character or effects which determine plot

points – shall be given an opportunity to incorporate reasonable temp effects for the preview, if any, of the Director’s Cut, which may necessitate additional cutting time. The foregoing shall not apply when the delivery date does not permit the additional time required. The parties acknowledge that cost is an element of determining “reasonableness.”

- (i)(1) If the Director of a theatrical motion picture has not been given the cutting time prescribed by Paragraph 7-505, and the original release date is postponed while the motion picture is still in the editing process, the Director shall be provided with additional editing time to the extent available for cutting in order to meet the new release date. In no event shall the Employer be required to provide the Director with an aggregate cutting period (*i.e.*, the period consisting of the original cutting period plus the added editing time) that exceeds the period prescribed by Paragraph 7-505.
- (2) If the Director of a long-form television motion picture has not been given the cutting time prescribed by this Paragraph 7-505, and the original delivery date is postponed while the motion picture is still in the editing process, the Director shall be provided with additional editing time to the extent available for cutting in order to meet the new delivery date. In no event shall the Employer be required to provide the Director with an aggregate cutting period (*i.e.*, the period consisting of the original cutting period plus the added editing time) that exceeds the period prescribed by this Paragraph 7-505.

#### **7-506 Right to Be Present and to Consult**

The Director shall have the right, subject only to his or her availability, to be present at all times and to consult with the Employer throughout the entire post-production period in connection with the picture. The Director must be notified of the date, time and place of each post-production operation. The Director shall be afforded a reasonable opportunity, subject to his or her availability, to screen and discuss the last version of the film before negative cutting or dubbing, whichever occurs first.

A post-production locale will not be selected for the purpose of depriving the Director of his or her post-production rights. The Director shall be informed of the intended post-production locale in his or her deal memo. When the post-production locale is at a distant location (*i.e.*, when the Director is required to remain away from home and be lodged overnight), the Employer will pay for the Director’s transportation, meals and accommodations while the Director is rendering post-production services.

#### **7-507 Delivery Date for Television Film**

- (a) Notwithstanding anything to the contrary in this Article 7, it is understood and agreed that with respect to television motion pictures, the Director’s editing privileges herein set forth may not be exercised when the preparation of any television film for a projected delivery date does not permit the expenditure of any or all of the time which would be required by the exercise of the Director’s cutting rights.
- (b) Nothing in this Paragraph 7-507 permits reduction of the period of the Director’s cut resulting from the practice of “warehousing,” as this term was used by the negotiators.

#### **7-508 Right to Director’s Cut**

It is understood and agreed that the Director’s

right to prepare his or her Director's Cut is an absolute right subject to the terms and conditions of this BA.

The use of CMX or other technological changes whether now known or not, which involve the physical editing of film or tape or other recording devices, whether now known or not, shall in no way limit or abridge the Director's right to prepare his Director's Cut, within such technology.

#### **7-509 Editing Theatrical Motion Pictures**

- (a) Except as is otherwise provided in subparagraph(g), this Paragraph 7-509 applies only to theatrical motion pictures which are subject to this BA and the principal photography of which commenced during the term of this BA.
- (b) Employer recognizes that it is desirable for theatrical motion pictures to be telecast without abridgment except as required by Network Broadcast Standards and Practices. To this end, Employer will endeavor to license films for network telecasting with no abridgment other than for the aforementioned Broadcast Standards and Practices reasons. In any event, Employer agrees that the Director, if available, shall be accorded the first opportunity to make such cuts as are required if a film is required to be abridged for network telecast. In the event the Director of such picture is deceased, the Guild will appoint a Director of comparable stature and ability to discharge such functions who will be deemed substituted for the original Director in all respects under this Paragraph 7-509. Such "Director abridging cut" shall be done for the Employer at no additional cost, and subject to its approval. It is the intention of the foregoing that in the first instance and as far as practicable, the abridgment, if any, of theatrical motion pictures shall be accomplished by the Employer, with the participation of the

Director, as aforementioned, and not by the network acquiring telecasting rights in the theatrical motion pictures.

- (c) If a motion picture is licensed by Employer for United States network free television or for United States national network pay television exhibition under a contract which provides that the network may edit the motion picture for such exhibition, the Employer agrees to obligate the network or the distributor to consult with the Director of such motion picture with regard to such editing done by the network, subject to the following conditions:
  - (1) The Employer or the distributor shall notify the Director in writing, at Director's last address known to Employer or the distributor, that such motion picture has been so licensed and is to be edited for such exhibition by the network. With respect to a theatrical motion picture, the principal photography of which commenced on or after July 1, 2014, such notice shall include, if known at the time of the notice, the amount of time to be added to or removed from the motion picture and any change to the aspect ratio. A copy of such notice shall be mailed to the Guild. If the Director wishes to be consulted by the network or the distributor with reference to such editing, the Director shall, within five (5) business days after service of such notice, notify the Employer and the distributor in writing that the Director so desires to be consulted. Upon service of such notice by the Director, the Employer or the distributor shall notify the network that the Director wishes to be consulted with reference to such

editing. The Employer shall obligate the network or the distributor to give the Director who has served such notice reasonable notice of the time and place at which the network or the distributor will consult with the Director with reference to such editing. If the Director reports at the time and place so designated, the network or the distributor shall then be obligated to consult with the Director and in such consultations, the Director may express his or her views with regard to the editing of the motion picture for such network television exhibition. As between the Director and the network and the distributor, however, the final decision as to such editing shall rest with the network and the distributor. The requirement of consultation with the Director, as set forth above, shall not apply when no editing is done by the network or in any case in which the exigencies of time do not permit, or if the Director does not make himself or herself available at the time and place designated as aforesaid.

- (2) The Director's services in connection with consultations shall be provided at the time and place specified in the notice at no cost to the network or Employer or the distributor.
- (3) The consultation rights of this Paragraph 7-509 shall apply to all editing of a theatrical motion picture released for such network exhibition. For this purpose only, the word "editing" includes placement of or changes in commercial breaks, interruptions, and promotional announcements.
- (d) If a motion picture is licensed by Employer for United States syndication and Employer

edits such motion picture at its own facilities, the Director, if available, shall have the right to edit the motion picture if no additional costs are thereby incurred.

- (e) If the Employer desires to have new footage shot and added to the motion picture beyond the theatrical version, the Director (subject to reasonable availability) shall be offered employment to shoot such new footage as and to the extent required by Employer at a daily compensation rate no less than one-half of the Director's initial daily compensation rate on the motion picture.
- (f) Employer agrees not to license or edit or authorize any licensee to edit feature length theatrical motion pictures in versions of less than two (2) hours duration or the length of the picture as released for general theatrical exhibition, whichever is lesser, (except for Standards and Practices requirements) for in-flight use as defined in subparagraph 18-102(b) (*e.g.*, to avoid 45-minute versions of motion pictures previously licensed as theatrical films for use on Continental Airlines). In the event of any inconsistencies between the provisions of this subparagraph and the balance of Paragraph 7-509, then the provisions of this subparagraph shall control.
- (g) If a theatrical motion picture is licensed by the Employer for exhibition on a domestic national basic cable service, domestically in New Media, for domestic in-flight exhibition or for domestic videodisc/videocassette distribution, and the Employer edits such motion picture at its own facilities in the United States, the Director shall have the right to edit the English language version of the motion picture at no additional

compensation. The foregoing right to edit for basic cable exhibition shall be limited to the initial exhibition on a basic cable service and shall not include editing done to meet ratings standards or requirements.

The provisions of this subparagraph (g) relating to editing for domestic videocassette release and domestic in-flight release shall also apply to long-form television motion pictures which are subject to this BA and the principal photography of which commenced during the term of this BA.

None of the foregoing shall apply in any case in which the exigencies of time do not permit or if the Director does not make himself or herself available at the time and place designated by the Employer to perform such editing.

**7-510 Editing of Motion Picture for Foreign Television Exhibition**

If a motion picture originally produced for television is sold or licensed for foreign exhibition and Employer requires additional shooting, the Director (subject to reasonable availability) shall supervise any editing of the English language version at no additional compensation, and shall be offered employment to shoot any such additional footage at a daily compensation rate equal to the Director's initial daily compensation rate on the motion picture.

**7-511 Assumption of Obligations by Buyer or Assignee**

As a condition of the effectiveness of any sale or assignment of a motion picture produced during the term of this BA, the Employer shall obtain a specific assumption of its obligations under Paragraphs 7-509 and 7-510 from the purchaser or assignee. If Employer authorizes its distributor to supervise editing of a theatrical motion picture, then the distributor, in lieu of the Employer, shall be subject to all of the same obligations and shall

exercise the same rights of Employer pursuant to Paragraphs 7-509 and 7-516 with respect to any such picture produced during the term hereof. If Employer authorizes its distributor to supervise editing of a long-form television motion picture for foreign television exhibition, then the distributor, in lieu of the Employer, shall be subject to all of the same obligations and shall exercise the same rights of Employer pursuant to Paragraph 7-510 with respect to any such picture produced during the term hereof.

**7-512 Producer's Scheduling Authority**

Employer shall not use its scheduling authority to deprive a Director of his or her creative rights under this Article 7.

**7-513 Right of Consultation**

The Employer shall consult with the Director with respect to coloring, time compression and expansion, changes in the exhibition of the aspect ratio (*e.g.*, "panning and scanning") and changes to allow exhibition in three dimensions made to a theatrical motion picture after delivery of the answer print. The Director's services in connection with such consultation shall be provided at no cost to the network or Employer or distributor.

**7-514 Screenings of Unfinished Television Films**

Until completed, a television motion picture may not be shown to any third party not involved in its post-production (*e.g.*, critics and network affiliates), unless there is a notice on the screen at the beginning and end of the film that it is an unfinished work in progress. The omission of such a notice shall not be subject to grievance and arbitration under Article 2 of the Basic Agreement. However, this provision is not intended to prohibit the showing of trailers or promos for an unfinished television film to third parties not involved in post-production of the film.

**7-515 Motion Picture Rating**

If the Employer decides to appeal the rating given to a theatrical motion picture by the Classification and Rating Administration of the Motion Picture Association of America, the Director has the right to participate fully in the proceedings before CARA's Appeals Board. If changes are required to achieve the desired rating, the Director shall have the right to make the changes.

If Employer does not designate the Director as one of Employer's representatives to the MPAA's Classification and Rating Administration, the Employer's designated representative shall promptly advise the Director of any communications with the MPAA's Classification and Rating Administration. The Director shall be told fully and accurately of the MPAA CARA's concerns, and consulted in good faith with respect to any actions to be taken.

**7-516 Circulation of Film Materials**

The parties acknowledge the importance of limiting access to film materials during production and post-production of theatrical motion pictures. To that end, Employer will advise the Director of the individual(s) designated to view dailies and the means of distribution (*e.g.*, cassette, etc.). Employer will consult with the Director regarding the circulation of copies of cut material or of the Director's Cut and the Director will not circulate copies of cut material or of the Director's Cut without the Employer's approval. When permitted by the Employer, security technologies such as encryption, watermarking or firewalls approved for use by the Employer may be used to identify the Director's work in progress and the Director's Cut to protect it from unauthorized alteration. This provision will not interfere with the Employer's need to provide material to marketing personnel,

nor the Director's need to provide material to personnel needed to complete the film (*e.g.*, conferring with an optical house, conferring with a writer about added scenes, etc.).

**7-517 Editing Theatrical Motion Pictures for Foreign Exhibition**

If Employer licenses a theatrical motion picture for foreign theatrical exhibition to which footage not contained in the domestic theatrical version is added (whether the additional footage is already shot or is to be newly shot), and the Employer edits the motion picture at its facilities in the United States, the Director (subject to reasonable availability) shall supervise the editing necessitated by the addition of such footage into the motion picture at no additional compensation. The foregoing shall not apply in any case in which the exigencies of time do not permit. (If additional footage is to be shot for the foreign version, the Director shall be offered employment to do so at a daily compensation rate equal to the Director's initial compensation.)

**7-518 Release of "Director's Cut"**

Employer may not identify any version of a theatrical motion picture or a long-form television motion picture as the "Director's Cut" unless it has been so identified by the Director. (This definition of "Director's Cut" shall apply solely to this provision.)

**7-519 Notice of Director's Editing/Consultation Rights**

In the event that a theatrical motion picture or long-form television motion picture is to be edited for release as provided in Paragraph 7-509(b), (c), (d), (g), in Paragraph 7-510 or in Paragraph 7-517, and the Director has the right to participate in the editing process, the Employer shall notify the Guild, in writing, of the time and place at which the editing is to be done. With respect to a theatrical motion

picture, the principal photography of which commenced on or after July 1, 2014, such notice shall include, if known at the time of the notice, the amount of time to be added to or removed from the motion picture and any change to the aspect ratio. The Guild shall, in turn, promptly provide such written notice to the Director. Within five (5) business days after service of the Employer's notice upon the Guild, the Director shall notify the Employer in writing that the Director desires to perform such editing or to be consulted with reference to such editing.

**7-520 Participation of Directors in Post-Production Process for One-Hour Series Television**

The parties agree to convene meetings on an Employer-by-Employer basis to discuss the participation of Directors of one-hour series television in the post-production process. It is understood that the Employer will honor requests from the Guild to supply post-production schedules for its one-hour series in conjunction with the meeting with that Employer.

**7-521 DVD Release of Theatrical Motion Picture or Long-Form Television Motion Picture**

**(a) Theatrical Motion Pictures**

The Employer shall advise the Director of a theatrical motion picture of the schedule for release(s) of the domestic DVD as soon as determined. Employer shall consult with the Director, subject to Director's availability, concerning the content of the DVD release(s) in a timely manner to allow full consideration of the Director's input.

If a theatrical motion picture has been released domestically in its original theatrical version on DVD, and a different version of the motion picture which has not been approved by the Director is later released domestically on DVD, Employer will make the original theatrical

version released on DVD available as well. This obligation will be satisfied by any arrangement which will allow an interested consumer ready access to a DVD copy of the original theatrical version. (e.g., by allowing purchase through the studio's catalog).

**(b) Long-Form Television Motion Pictures**

With respect to long-form television motion pictures, Employer shall advise Director of the release schedule of the domestic DVD as soon as it is determined. Employer shall consult with the Director concerning the content of the DVD release in a timely manner to allow full consideration of the Director's input.

**7-522 Request for Label**

In the event that a theatrical motion picture, the principal photography of which commenced on or after July 1, 2014, is to be exhibited domestically on pay or free television, basic cable, home video, in-flight exhibition or in New Media with a running time, format or aspect ratio different from that of the domestic theatrical release version, the Director may deliver to the Employer a written request of the licensee of the motion picture to display one of the following labels, as applicable, prior to the commencement of the exhibition of the motion picture:

- (a) The format of this motion picture has been modified from its original version.*
- (b) This motion picture has been modified from its original version to run in the time allotted.*
- (c) The format and running time of this motion picture have been modified from the original version.*

The Employer agrees to forward the Director's request to the licensee of the theatrical motion picture.

## SECTION 7 - 600 COPY OF MOTION PICTURE

**7-601** With respect to theatrical motion pictures and television motion pictures ninety (90) minutes or longer in length, produced during the term hereof, which have had a general theatrical release or have been exhibited on television or released on videodiscs/videocassettes, as the case may be, in Los Angeles County, California, Employer agrees, upon the written request of the Guild, to make available to the Guild (without cost to the Guild) a copy of such originally released print (which shall be a 16mm print if in existence in the United States) for screening purposes only for the personal use of the Director of the motion picture. Such print shall be made available by the Employer to the Guild in Los Angeles, California, within two (2) weeks after such written request by the Guild. The print is to be returned to the Employer as soon as possible, but in no event later than five (5) days after receipt by the Guild. The Guild and the Director will execute any appropriate documents required by the Employer. With regard to motion pictures released prior to the execution date hereof, a previous originally released print will be so furnished, under like conditions, if one is available.

**7-602** With respect to motion pictures produced during the term hereof, if the Employer goes out of business and there is no successor company, the Employer may, in the alternative, either (a) deliver to the Guild, without cost to the Guild, a copy of a released print of such motion picture or (b) make other arrangements for such print to be available to the Guild, upon its request, for the screening purposes of the Director as above provided, or (c) if such print is not so available, to permit the Guild to purchase a print at its cost, to be made from the negative of such

motion picture, for the purposes above provided. The Guild and the Director will execute any appropriate documents required to accomplish the purposes as above provided.

**7-603** The Employer shall furnish the Director of the film, at no cost to the Director, a videocassette of the release print of any theatrical film, provided it is manufactured for sale on videocassettes. If it is not so manufactured, the Employer will keep a 16mm print (or videocassette) of the motion picture and make it available to the Director upon his or her request. If the Employer has no storage facility, the Employer shall transfer the motion picture to a 16mm print or videocassette and give such print or cassette to the Director who so requests and pays for such transfer.

**7-604** Upon request, the Employer shall furnish the Director of an episode of a television series sixty (60) minutes or less in length, after the first television exhibition of the episode, a watermarked DVD copy of the final "air" version of that motion picture without commercials at no cost to the Director.

## SECTION 7 - 700 PREVIEWS

**7-701** With respect to theatrical motion pictures, the Employer will give the Director of the film five (5) business days advance notice, if possible, of the time and place of all previews (excluding press previews) at his or her last known address. If the Director cannot be reached, the Guild must be notified. The Employer will also give the Director reasonable advance notice of the time and place of the first trade-press preview which is held in either Los Angeles or in New York.

**7-702** If the first preview (excluding press previews) is held outside of Los Angeles or Orange Counties, California, the Employer must provide the Director of the film, if he or she is available and

has to travel to attend such preview, with first-class transportation and lodging, from the place where the Director is then located in the United States to the place of such preview.

**7-703** If the Employer fails to notify the Director of the film of a theatrical audience reaction preview (excluding press or marketing previews), the Director shall have the right to hold a special comparable preview at a comparable theater designated by the Employer at the Employer's expense.

**7-704** With respect to all theatrical motion pictures covered by this BA, Employer will guarantee at least one (1) public or private showing. The choice of the public preview or private showing shall be within the discretion of the Employer; provided, however, that if a private showing is chosen by the Employer, it shall be with an audience of sufficient size and diversity to obtain adequate audience reaction.

**7-705** The preview of the Director's Cut shall not be conducted using the "Avid-output" or other substandard process.

## **SECTION 7 - 800 COMPENSATION FOR CUTTING TIME**

**7-801** The Director shall not, by reason of the exercise of any of the rights above granted, or services performed in connection with matters described in the above provisions of Sections 7-200 through 7-700 above, be entitled to any additional or increased compensation. However, every Director of a theatrical motion picture who is (a) paid double minimum or less; (b) is closed on completion of photography; and (c) who does not refuse to view promptly the first assemblage of the film shall be paid one (1) week's pay after close of his or her engagement to the extent provided for in Article 3.

## **SECTION 7 - 900 COMPENSATION IN CASE OF LENDING (THEATRICAL MOTION PICTURES)**

**7-901** If the services of a Director are loaned to another employer, the terms of such loanout shall be deemed to include services of the nature mentioned in this Article 7 performed by such Director for the borrowing employer, and such Director shall be entitled to receive from the lending Employer such compensation, if any, as is applicable to such services.

## **SECTION 7 - 1000 ADDITIONAL SCENES AND/OR RETAKES**

**7-1001** If the Director completes one hundred percent (100%) of the scheduled principal photography, he or she shall be entitled to direct any additional scenes and/or retakes to be photographed, subject only to his or her availability. If the Director of the film is not available, he or she shall be accorded the opportunity to consult with the substituting Director about such photography.

## **SECTION 7 - 1100 LOOPING AND NARRATION**

**7-1101** The looping of dialogue, including "wild tracking," for scenes already photographed and the recording of narration for any motion picture shall be directed by the Director of the film, provided the Director is available at the time and place and at the cost scheduled by the Employer and the Director receives no additional compensation for the direction of looping and/or narration.

**7-1102** With respect to theatrical motion pictures, the Employer shall be required to send the Director of the film, if he or she is available, to the place of looping (including “wild tracking”), recording of narration and any other post-production dialogue recording unless it is minor in nature. The Employer’s decision as to whether such work is minor shall be final, provided it is reasonable.

**7-1103** Should the Director of the film be unavailable to attend such looping or narration recordings, as above provided, the Employer shall consult with the Director, if he or she is available, as to what person is available and fit to direct such loopings and narrations. The final decision in the selection of such person (who may, but need not be, a person subject to this BA) shall remain with the Employer, but the Director of the film shall be given the opportunity, if practicable, to explain to such person his or her ideas as to the content and qualities of the work to be done.

**7-1104** If the Director of a long-form television motion picture is not sent to the place of looping, Employer will provide communication to the looping site through ISDN, T-1 line or a similar device if readily available at the place of looping.

## **SECTION 7 - 1200 THE DUBBING OF SOUND AND MUSIC**

**7-1201** The Director of the film, if available, shall participate in the spotting and dubbing of sound and music, provided that such participation does not necessarily increase costs.

## **SECTION 7 - 1300 FOREIGN VERSION**

**7-1301** Each Director shall have the right to a Director’s Cut of the foreign version of any motion picture by a single Director (as distinguished from a combination of different films by different

Directors) which is produced to be and is initially exhibited as such on television in the United States and which is then released theatrically in foreign countries. The Director shall make such cut within three (3) business days from the time it is made available to him. Provided, however, the Director shall not have such a right to such cut if the foreign version cut of such motion picture is made outside the United States or if such foreign version cut is done in the United States for foreign local acceptance.

If the motion picture as so exhibited is not recut for its foreign theatrical release, this provision shall not be applicable.

## **SECTION 7 - 1400 REPLACEMENT OF DIRECTOR**

**7-1401** No person assigned to or performing in a particular motion picture before the Director is replaced can replace the Director. The Director may be replaced only by a person who has never been assigned to or performed in the particular picture and who has theretofore directed a feature motion picture or not less than ninety (90) minutes of television programming, which has been exhibited in the United States, regardless of where produced. None of the above conditions shall apply in the case of a *bona fide* emergency, in which event a person employed on the shooting company may direct for a period not in excess of five (5) shooting days pending arrival of a substitute Director. In the event the Employer claims such an emergency exists, Employer shall give the Guild notice of such emergency as soon as practical. If the Guild, within seventy-two (72) hours after receipt of notice from the Employer, disputes the existence of such an emergency, then, within twenty-four (24) hours after the Guild notifies the Employer of such dispute, an authorized representative

of the Guild and the Employer shall meet in a good faith attempt to settle or resolve the issue of whether there was such an emergency. If the Guild does not give such notice to the Employer within such seventy-two (72) hour period, the claimed emergency shall be deemed to be a *bona fide* emergency.

In the event the parties fail to meet or otherwise fail to settle or resolve the dispute as to whether there was such an emergency, then, within twenty-four (24) hours of the last time period referred to above, only said dispute as to whether there was an emergency shall be submitted directly to Expedited Arbitration in accordance with the Expedited Arbitration procedure set forth in Section 2-400.

Notwithstanding the foregoing provisions of this Paragraph 7-1401, if the Director of a theatrical motion picture is physically incapacitated so that he or she is physically unable to direct, the Employer may employ a person already on the production to direct, provided:

- (a) the Director is deceased; the Director's physical incapacity lasts for four (4) weeks or longer; the Director does not expect to recover from that incapacity for four (4) weeks or longer; or the Director is unable to communicate and his or her doctor does not expect the Director to recover within four (4) weeks;
- (b) the person whom the Employer wishes to be the substituting Director has previously directed a theatrical motion picture which has been distributed in the United States;
- (c) unless the physical condition of the [original] Director precludes his or her participation in the decision-making, he or she must approve the Employer's

choice of substituting Director and have the opportunity to consult with the substituting Director; and

- (d) the Employer notifies the Guild of its intention to replace the Director with someone assigned to or performing in the theatrical motion picture prior to the assignment of the substituting Director.

The parties agree to maintain their respective positions as to the applicability of BA Paragraph 7-1401 to the shooting of added scenes and retakes in episodic television when the Director of the program is unavailable. These positions notwithstanding, the Guild agrees to waive any claim that it would be a violation of that provision (prohibiting replacement of a Director by someone already assigned to the production in another capacity) to assign the work of directing added scenes or retakes, if the original Director is unavailable, to a producer of the series who has been a career Director, so long as the original Director agrees to the arrangement and is accorded the opportunity to consult with the individual assigned to direct the added scenes or retakes, and the Guild is notified as soon as practicable.

In addition, the Guild agrees to waive any claim based upon a producer of the series who has been a career Director directing, after the period of scheduled principal photography for a particular episode of the series, principal photography for that episode that was scheduled, but not completed, by the original Director of the episode, provided that: (1) the original Director is not available; (2) the original Director is accorded the opportunity to consult with the individual assigned to direct such principal photography; (3) the Employer notified the Guild of the name of the producer who is a career Director at the start of the

season; and (4) the Employer notifies the Guild as soon as practicable each time the producer who is a career Director directs such principal photography.

## **SECTION 7 - 1500 GENERAL PROVISIONS**

### **7-1501 Employer's Decision Final**

The Employer's decision in all business and creative matters shall be final, but this provision shall not release the Employer or the Director from their respective obligations hereunder.

### **7-1502 Third Party Agreements**

The Employer shall not enter into an agreement with a third party, the terms of which require the Employer to breach its obligations under this Article 7 or the Director's personal services agreement. The implied promise of good faith and fair dealing is deemed an express provision of this Article 7.

The Employer agrees that it will not negotiate a provision in any other collective bargaining agreement that infringes upon the creative rights of the Director under this Agreement.

### **7-1503 No Retaliation**

The Employer shall not discriminate or retaliate against a Director because the Director exercises or asserts his or her rights under this Article 7.

### **7-1504 Attendance at Casting Sessions**

In order to provide the most creative environment possible for the Director and actor(s) in casting sessions, no one shall be present at casting sessions except those persons designated by the individual Producer, the Employer or the Director and all such persons shall have a reasonable purpose for attending.

### **7-1505 Electronic Transmissions**

No images or sounds may be transmitted electronically from the stage or control booth without first informing the Director. Any instances of non-disclosed transmission shall be presented to the Creative Rights Standing Committee. The Employer shall use its best efforts to identify those places or persons that have access to such transmissions.

### **7-1506 Creative Rights Standing Committee**

The parties have agreed that the Creative Rights Committee will continue its discussions of creative rights (non-economic) issues throughout the term of this Agreement. The Committee will be comprised of executives representing the Employers of the level ordinarily in attendance at the existing Creative Rights Committee meetings and ten (10) representatives of the Directors Guild of America. The Theatrical Committee will meet three (3) times per year, with meetings in February, June and October of each year. The Television Committee will meet twice per year, with meetings in January and August of each year. The parties may agree to meet at other times as well and to consider issues brought to the Committee by either party beyond those enumerated below.

In furtherance of the commitment expressed above, the Employer representatives to the Creative Rights Committee agree:

- (a) to continue discussions with representatives of the DGA's Multi-Camera Subcommittee regarding the issue of instructions given to the Director of multi-camera shows by multiple persons;
- (b) to discuss post-production and the Director's role in single-camera and multi-camera productions;

- (c) to continue their discussions with regard to credits in outdoor advertisements with particular emphasis placed on the consideration of suggestions for reduction of the proliferation of credits in billing blocks, as well as addressing the Guild's concern regarding the visibility of the Director's credit and the Company's need to promote a picture using the names of persons associated with it which have importance for marketing purposes. These discussions shall also focus on: (i) the application of the rules set forth in Article 8 of the Basic Agreement concerning credits in advertising (including the rule requiring that such advertising be submitted to the Guild) to DVD/videocassette distributors; and (ii) the application of the credit rules set forth in Article 8 of the Basic Agreement to promotional items such as popcorn tubs and bags, buttons, pins, carry trays, drink cups, etc.

**7-1507 Post-Production/VFX Creative Rights Committee**

The parties have agreed to convene meetings with the goal of developing a set of preferred practices in connection with the use of visual effects (VFX). The meetings will include studio executives and Directors who participated in the Creative Rights Committee, representatives of the Employers' VFX and Post-Production Departments, and others working in this area. Among the topics to be discussed are the working relationship of Directors and VFX Supervisors, appropriate staffing and equipment necessary to organize the VFX elements, and the use of pre-visualization tools.

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*The following excerpt from Article 8 of the Basic Agreement concerns Pilot Director recognition for one-hour series television:*

**8-308 Publicity**

- (b) If a domestic DVD or Internet web page is created for a series, the Employer must include the name, background and filmography of the Director of the pilot of a series, if such information about the "creator" of the series is included.

Employer will give good faith consideration including information about the Director of the pilot in press kits for a television series, and inviting him or her to participate in events promoting the first year of the series at meetings of the Television Critics Association. The decision to invite the Director to such events shall rest entirely within the Employer's discretion. This subparagraph (b) is not subject to the grievance and arbitration provisions of Article 2 of the Basic Agreement.

*The Code of Preferred Practices comprises a set of guidelines for Directors and executives who work with Directors. It is presented to the industry by the DGA-Employers Creative Rights Committee. Although the Guidelines set forth in the Code are voluntary, they express the sense of the Committee as to preferred industry practice. They will not necessarily apply in all instances to all Directors and all Employers. The Code is separate and apart from provisions of the DGA Basic Agreement.*

## CODE OF PREFERRED PRACTICES

### CREATIVE RIGHTS

That the number of people giving notes to the Director should be limited. In television, the preferred practice is that the number of people giving notes be limited to one person from the producing staff, one from the studio and one from the licensee.

That motion pictures (theatrical and television) should not be unnecessarily delayed, so as to reduce the Director's preparation or editing time.

That ordinarily, the Producer should accept the Director's choice of key personnel on a theatrical or long-form motion picture.

That the presentation of the Director's Cut of a theatrical film should include a temp mix and musical score sufficient to demonstrate the Director's intentions.

That on television series, Directors should be employed only if they are committed and available to do the work of preparation and post-production.

That for theatrical motion pictures, before a final below-the-line budget is approved by the Employer, the Employer shall have employed the Director, Unit Production Manager, First Assistant Director and Production Designer, and the Director shall have had the opportunity to scout locations and review all key elements of production.

That for longform television motion pictures, if the Director is hired before a final below-the-line budget is approved by the Employer, then, before said budget is finalized, the Employer shall employ the Unit Production Manager, First Assistant Director and Production Designer, and the Director shall have the opportunity to scout locations and review all key elements on the production.

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