

## ARTICLE 8

### Directors' Credits

#### Section 8-100 GENERAL PROVISIONS

##### 8-101 Guild to Determine Controversy Over Credits

Should more than one Director do work on a motion picture, the Guild and all such Directors (other than Directors of second units) shall be notified in writing as to the directorial credit intended to be given. Should any such Director be dissatisfied with such determination, he or she may immediately appeal to the Guild and likewise notify the Employer in writing that he or she is so doing. The Guild may then determine the issue. Except as herein provided, the Employer agrees to be bound by such determination as to credits. If the Guild should fail to reach a decision and notify the Employer within fourteen (14) days in the case of a theatrical motion picture, and seven (7) days in the case of a television motion picture (such time to run from receipt by the Guild of the print of the film), the Employer shall determine the issue and its determination shall be final. In the event that the Guild's determination as to credit is given at too late a date to permit the giving of screen or advertising credit as indicated by the Guild, then credit shall be given in such manner as may have been designated by the Employer, but appropriate credit shall be given in any bulletin to be issued by the Guild or in such other bulletin as may be mutually agreed upon. In no event shall an Employer be obligated to delay the preparation or issuance of advertising matter or the release of any motion picture pending proceedings for the determination of credits.

##### 8-102 Form of Director's Credit

The form of the Director's credit on screen, paid advertising, phonograph records, books, tapes, videodiscs, videocassettes and the containers thereof, when and as required, shall be "Directed by...." The words "Directed by" on screen shall be at least one-half the size of type used to accord credit to the Director's name.

Should a Director other than the Director, or one of the Directors, receiving credit on the motion picture have the same first and last name, the Guild shall determine whether or not such Director's credit must include his or her middle name, if any, or middle initial. The Directors involved shall be bound by such determination and the Employer shall also be bound, if notified thereof by the Guild in writing within a reasonable time before prints with the main titles are prepared but shall not be bound with respect to advertising, publicity or other material prepared prior to such notice.

**8-103      Restriction on Use of Word "Director"**

- (a) The Employer will not hereafter and during the term hereof enter into any agreement with any guild, craft, union, or labor organization in which it agrees to accord members thereof credit on screen, paid advertising, phonograph records, books, tapes (including the cover of the book, record or tape as well as any album, envelope, box or other container in which such record or tape is contained) which includes the word "Director," "Direction" or any derivation thereof, but the foregoing shall not apply to a guild or craft with which the Employer heretofore entered into an agreement requiring such credit.
  
- (b) Except as required by agreements heretofore executed by the Employer, and agreements permitted by subparagraph (a) above to be hereafter executed, Employer will not grant to any individual, other than a Director, any credit which includes the word "Director," "Direction" or any derivation thereof.

**8-104      Better Conditions**

The foregoing provisions relating to credits are minimum provisions, and any Director shall have the right to negotiate for any credit in excess of minimum. It is the policy of the Employers to affirm the traditional right of each individual and management to negotiate freely for conditions above the minimum, including all forms of special credits. Subject only to present collective bargaining agreements, each Employer intends to exercise control over granting

of any special credits above the minimums on screen and in paid advertising.<sup>3</sup>

**Section 8-200      CREDIT FOR DIRECTORS OF THEATRICAL MOTION PICTURES**

**8-201      Screen Credit**

The Director of the film shall be accorded credit on all positive prints and all videodiscs/videocassettes of the film in size of type not less than fifty percent (50%) of the size in which the title of the motion picture is displayed or of the largest size in which credit is accorded to any other person, whichever is greater. No other credit shall appear on the card which accords credit to the Director of the film. Such credit shall be on the last title card appearing prior to principal photography. If more than one Director is given such credit, in accordance with the provisions of Paragraph 8-101, then such fifty percent (50%) may be reduced to thirty percent (30%) for each. The Employer shall furnish to the Guild copies of the main and end titles as soon as the same are prepared in final form but before the prints are made, for the purpose of checking compliance with the credit provisions of this BA. After such copies are furnished, there can be no changes relating to the term Director, Direction or any derivation thereof, without first giving the Guild notice of such proposed changes or elimination.

**8-202      Visibility of Director's Name**

Because the Employer pledges to use its best efforts to improve the visibility of the Director's name in publicity, the Guild agrees to the following provision in Paragraph 8-203 relating to paid advertising. The provisions of Paragraph 8-203 shall be effective from July 1, 2008 to January 1, 2010 and thereafter unless and until the Guild gives the AMPTP six (6) months written notice advising the AMPTP that Article 8 hereof is terminated. In the case of such notice, the Employer shall be bound thereafter by the provisions of Articles 8 and 12 of the DGA Basic Agreement of 1978. The Guild shall have

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<sup>3</sup> See modifications to this Paragraph 8-104 in Sideletter 27 of this Agreement.

the right to serve such notice any time during the term of this BA after January 1, 2010.

**8-203      Credits on Paid Advertising**

The Employer shall accord credit for direction of a motion picture on all paid advertising issued or prepared by the Employer in the continental United States and prepared subsequent to final determination of directorial credit in the manner herein provided, it being understood that in such advertising prepared or issued prior to such final determination the Employer shall include such credit for direction as the Employer may in good faith believe to be proper, and if this varies from the credits as finally determined, then it will not be used subsequent to such determination, to the extent not theretofore distributed.

Copies of these credits as determined, with respect to motion pictures covered hereunder, shall be sent to all of the Employer's foreign sales and distribution offices, if any.

The foregoing obligations of Employer are subject to the following:

(a)      Size and Location of Credit

Except as stated otherwise in this Section 8-200, the location of the Director's credit shall be discretionary with the Employer, and the size of type of the Director's credit shall be no less than fifteen percent (15%) of the size of type used for the title of the motion picture, but in no event less than the size and style of type for any credit accorded any persons other than actors.

(b)      Title of Motion Picture

The name of any person in the title of the motion picture shall be considered a credit, except for (i) a name which forms part of the name of a corporate Employer in existence prior to the execution date of this agreement or (ii) a name which is part of the film's title if such name reflects the content of the film and is not a form of possessory credit.

(c) "One Sheets"

The Director shall receive credit on all "one sheets."

The Guild agrees to issue waivers to allow "advance one-sheets" to be issued without the Director's credit, provided that no one other than starring actors receives credit on the "one-sheet" and, provided further, that the Director is given clearly visible and legible credit on "one-sheets" issued at the time of release of the motion picture.

The Guild agrees to issue such waivers so long as the Creative Rights Committee process, as described in Paragraph 7-1506, continues. It is understood that the Guild's right to withdraw such waivers is not subject to arbitration nor to judicial review. However, prior to a Guild determination to discontinue such waivers, the matter of termination will be discussed with the ongoing Creative Rights Committee.

(d) Outdoor-Type Advertising

Employer need not accord credit to the Director on an outdoor-type advertisement (including "24 sheets"), provided the advertisement contains no more than the title of the motion picture, key art (which may include likenesses or photographs of no more than two (2) starring actors), logos, the motion picture's rating and copyright notice and copy of no more than twenty-five (25) words (which may not include reviews or the name of any person, whether or not connected with the production).

If the advertisement does not meet the foregoing requirements, the Director's credit must be included in a size of type no less than thirty-five percent (35%) the size of type used for the title or of any individual credit, whichever is larger. If the name of the Writer or Producer appears in a presentation credit in addition to his or her other credit, the Director's credit must be boxed. If the advertisement contains five (5) or more personal credits (or mentions) the Director's credit shall be boxed. If the advertisement contains six (6) or more personal credits (or

mentions), the Director shall also be accorded an additional credit above the title in the form "A Film By" which shall be not smaller in size of type than the "Directed By" credit. For the purpose of calculating the number of personal credits hereunder, credit to two (2) starring actors, and no more than two (2) actors, shall be deemed one (1) personal credit. Hyphenated credits (*e.g.*, "Produced and Written by...") count as separate credits.

The Guild agrees to issue waivers to allow outdoor-type advertisements without a director's credit when the advertisement contains only the name and either the likeness or photograph of one (1) starring actor, or likenesses or photographs of two (2) or more starring actors, as well as the title of the motion picture, key art, logos and the motion picture's rating and copyright notice. The Guild further agrees to give good faith consideration to requests for waivers of the restriction on the use of starring actors' names and likenesses (to enable additional starring actor(s) to be named and pictured in the advertisement), provided that the number of waivers, on an Employer-by-Employer basis, is limited.

The Guild agrees to issue such waivers so long as the Creative Rights Committee process, as described in Paragraph 7-1506, continues. It is understood that the Guild's right to withdraw such waivers is not subject to arbitration nor to judicial review. Before the Guild determines to discontinue such waivers, however, the matter of termination will be discussed with the ongoing Creative Rights Committee.

(e) "Trade Paper" Advertising

The Director shall receive credit in size of type not less than thirty percent (30%) the size of type used for the title of the motion picture in any United States motion picture industry trade paper advertisement.

(f) Advertising in Newspapers, Magazines and Other Periodicals

Employer need not accord credit to the Director in an advertisement of two hundred fifty (250) lines or less (or the equivalent in the Standard Advertising Unit system) in newspapers, magazines and other periodicals (excluding "trade papers"), provided that the advertisement mentions no person (excluding only the names of reviewers) other than two (2) starring actors. For the purpose of calculating the size of the advertisement, theater listings shall be excluded.

Employer need not accord credit to the Director in an advertisement of more than two hundred fifty (250) lines but not more than one thousand two hundred (1,200) lines (or the equivalent in the Standard Advertising Unit system) (approximately 1/8 to 1/2 page; 2/3 of a page in tabloid size papers) in newspapers, magazines and other periodicals (excluding "trade papers"), provided that the advertisement does not include: (1) more than thirty-five (35) words of copy (including reviews); (2) likenesses or photographs of more than three (3) starring actors; (3) any corporate name or logo; and/or (4) the name of any person other than reviewers and two (2) starring actors. The Guild will not unreasonably deny Employer's request that the provisions of this subparagraph be waived as to an advertisement which includes likenesses or photographs of more than three (3) starring actors, but otherwise does not require credit to the Director. For the purpose of calculating the size of the advertisement, theater listings shall be excluded. If the Employer places such advertising without the Director's credit, the Employer shall box the Director's credit in all subsequent advertisements in which the Director's credit is required. Unless specifically negotiated in a subsequent collective bargaining agreement, the provisions of this paragraph shall automatically terminate, without notice, on June 30, 2011.

Employer need not accord credit to the Director in any advertisement which contains no more than the title of the motion picture, logos, key art (which may include likenesses or photographs of no more than two (2) starring actors), the

motion picture's rating and copyright notice and copy of no more than twenty-five (25) words (which may not include reviews or the name of any person). The Guild will not unreasonably deny Employer's request that the provisions of this subparagraph be waived as to an advertisement which includes likenesses or photographs of more than two (2) starring actors but otherwise does not require credit to the Director.

Notwithstanding the foregoing provisions of this subparagraph (f), with respect to any theatrical advertising campaign in Los Angeles and/or New York utilizing advertisements larger than ten (10) column inches (or the equivalent in the Standard Advertising Unit system) in which the Director is not accorded credit pursuant to the preceding unnumbered paragraphs, the Director shall be accorded credit in advertisements on one weekend day (Friday, Saturday or Sunday) for three (3) consecutive weeks, provided the motion picture is in distribution in such cities during such weekends.

(g) Exceptions

(1) Subject to the provisions of subparagraph (2) below, none of the foregoing obligations under this Paragraph 8-203 shall apply:

- (i) to group advertising, *i.e.*, more than one (1) motion picture is advertised;
- (ii) to so-called "teaser" advertising, as that term is used in the motion picture industry;
- (iii) to "trailer" advertising, as that term is used in the motion picture industry. Notwithstanding the foregoing, if credit is given for film or camera process (such as Panavision, Technicolor or DeLuxe), or if the individual producer or writer is mentioned, then the Director's name shall be mentioned; and



- (iv) to other advertising on the screen, radio, or television, not to exceed one (1) minute.
- (2) None of the exceptions under subparagraph (1) above shall apply and the name of the Director shall also be mentioned if the name of any person other than two (2) starring actors is mentioned, in any of the advertising listed above, with the exception only of congratulatory advertising or award advertising where no one is mentioned other than the person being congratulated or mentioned for the award.

**8-204      Publicity**

In any formal publicity released by the Employer, whenever the name of the picture is mentioned, the name of the Director, when known, shall also be mentioned.

**8-205      Publicity Tours**

The Employer, at its expense, shall send the Director of any motion picture on any domestic publicity tour, provided the Director is available and provided actors are also sent.

**8-206      Phonograph Records, Books and Tapes**

The Director shall be given credit on any book, phonograph record or tape identified with a motion picture hereunder or the container thereof, if credit is accorded to any other person who rendered services or performed in connection with the picture on which such book, record or tape is based. This Paragraph is applicable only to books, phonograph records, or tapes which the Employer distributes or licenses for distribution.

**8-207      Theatrical and Souvenir Programs**

The Director shall be given credit on souvenir programs and theatrical programs issued by the Employer.

**8-208**      **Videodisc/Videocassette Containers**

The Director of the film shall receive credit on the containers of all videodiscs and videocassettes which are shipped by the Employer. Such credit shall be in size of type no less than fifteen percent (15%) the size of type of the largest title on the container and in no event smaller in size and style of type than the credit accorded any person other than actors.

**8-209**      **Distribution and Licensing Agreements**

Employer shall provide in any contract with a distributor that the distributor shall be bound for the benefit of the Employees and the Guild to all of the provisions of the BA and the individual employment agreements relating to credit. Employer shall not be responsible to Employee or Guild for breach of contract by the distributor.

Employer will hereafter provide in its licensing agreements that credits of a motion picture, as provided for herein, shall not be changed or eliminated on theatrical or television exhibition.

**8-210**      **Submission of Press Books and Advertising to Guild**

All press books and paid advertising campaign material prepared by or under the supervision of the Employer or the Employer's distributor or use in the United States and Canada shall be submitted to the Guild for approval of Director's credit prior to public release thereof. At any time Employer or such distributor prepares advertising in addition to or in substitution for or in lieu of press books or advertising campaign material previously submitted, copies thereof shall likewise be submitted to the Guild if there is a change in the form, size or style of Director's credit prior to distribution thereof. Employer is not required to submit advertising which has the same credits, copy and artwork as a previously submitted advertisement, provided it is proportionate in size and the size and use of the advertisement does not invoke different credit requirements. Failure of the Guild to notify Employer or distributor within two (2) business days after receipt of any such material that it disapproves the form,

size or style of Director's credit shall be deemed a waiver. In the event there are *bona fide* exigencies of time which interfere with the above procedure, Employer shall discuss the matter with a responsible officer of the Guild who may impose reasonable alternate conditions to those herein set forth.

## **8-211 Pseudonym**

If a Director wishes to use a pseudonym in substitution of the Director's name on the screen, advertising, publicity and any other material in which credit, in any form whatsoever, is given for direction of the motion picture, the Director may invoke the following procedure:

- (a) the Director may notify Employer and the Guild of his or her desire to use a pseudonym no later than seventy-two (72) hours (three (3) business days) following the Director's first viewing of the version of the film the Employer intends to release,
- (b) the Directors' Council of the Guild, utilizing the same stringent criteria it has used in the past, may grant the Director permission to use a pseudonym and in such case the Guild shall notify the Employer within forty-eight (48) hours (two (2) business days) following the Director's notice to the Employer, and
- (c) if Employer is unwilling to grant such request, a Panel comprised of an equal number of Guild and AMPTP representatives (including at least one (1) AMPTP representative and one (1) Guild representative serving on the Creative Rights Negotiating Subcommittee which negotiated this provision) may determine by majority vote that Employer shall use a pseudonym.

The Panel may also determine that the Director waives the right to receive contingent compensation, including residuals, should the Director or the Guild elect to demand that the Employer comply with the Panel's decision requiring the Employer to use a pseudonym. The decision of the Panel shall be final, and shall have the same status as an arbitration award.

By invoking the foregoing procedure, the Director is deemed to have agreed to refrain from publicly discussing the request for a pseudonym. As a condition for using a pseudonym, the Director must refrain from publicly criticizing the film.

The parties agree to meet during the term of the 2005 Agreement for the purpose of discussing updating this provision.

## **Section 8-300      CREDIT FOR DIRECTORS OF TELEVISION FILMS**

### **8-301      Screen Credit**

The Director shall be given credit in the form "Directed by" on television films, including such films released on videodiscs and ideocassettes, on a separate card which shall be the last title card before the first scene of the picture or the first title card following the last scene of the picture. However, in the case of split credits where credit is given to any person before the first scene of the picture, the Director shall be given the last solo credit card before the first scene of the picture. For the purpose of this clause, the credits of the established stars playing a continuing role in the series, or of well-established stars in the motion picture industry, or of a *bona fide* producing company credit shall not be considered credits of a person. (A loan-out company shall not be considered a *bona fide* producing company.) No commercial or other material shall intervene between the Director's credit card and the picture.

If any change is made during the term of this BA in any television film subject to the 1984 or prior Basic Agreements which involves a change in the position of credits or involves other substantial changes which afford an opportunity to place the Director's credit in accordance with this Paragraph, such credit shall be so placed, it being understood that this obligation shall not apply with respect to a change of main title or replacement of commercials not also involving changes in credit positions or other substantial changes.

This BA as to credits will not affect any contractual obligation Employer may have as to credits under any existing contract which was in effect on July 1, 1990.

If two (2) or more episodes of the same series are exhibited “back-to-back,” whether in the medium of original exhibition or in a subsequent medium of exhibition, the Employer may place the “Directed by” credits before the first episode, so long as the “Directed by” credits are clearly identified with the correct episode or title or a designation such as Part I or Part II and appear on separate cards (unless all applicable episodes were directed by the same Director). The cards will be the last cards before the first scene of the picture or, when permitted, the first cards after the last scene. Each card will be in the clear on screen for not less than two (2) seconds.

**8-302**      **Commercial and Other Material Not to Interfere with Director's Screen Credit**

Employer shall not permit any commercial, promotional or advertising material, audio or visual, to appear on or before the Director's card either as background or otherwise, and shall contract for assumption of such obligation with any television network or distributor to whom exhibition or distribution of any film is licensed by Employer.

**8-303**      **Size of Director's Screen Credit**

The Director's name on the screen shall be no less than forty percent (40%) of the episode or series title, whichever is larger.

**8-304**      **Visibility of Director's Screen Credit**

The Director's credit shall be in such contrast to the background and/or such color as to be clearly visible, and shall be of not less than two (2) seconds in the clear for television films of less than two (2) hours duration; and not less than three (3) seconds in the clear for television films of two (2) hours duration or longer. In no event shall credit accorded to Director be displayed for a cumulative time less than the "produced by" credit.

**8-305**      **Submission of Proposed Screen Credit Format to Guild**

Employer shall submit to the Guild the proposed format for the final screen credit for each television episodic and anthology series (as distinguished from each segment), together with changes in such format of credits, before prints are prepared. This provision likewise applies to each television special.

**8-306**      **Advertising Credit**

In all paid advertising, other than night-strip advertisements, of a non-series television film ninety (90) minutes or longer, licensed by Employer to a national free television network, the Employer agrees to obligate the network to give the Director credit if the advertisement appears in a "TV Guide-type" or newspaper advertisement one-half page or larger. The obligation to give a Director credit under this subparagraph shall be no greater than it would be if the advertisement were prepared under the control of or at the direction of Employer.

In all paid advertising of a television film prepared under the control of or at the direction of Employer, the Director shall be accorded credit in the largest size in which any person other than actors is accorded credit. Notwithstanding the preceding sentence, if the advertising relates solely to a television series directed by more than one (1) Director and produced by one (1) producer, then Employer shall not be obligated to accord credit to the Directors by reason of the fact that one (1) producer who is the producer of the entire series is accorded credit.

Except for the foregoing provisions of this Section 8-300, Director's credits in connection with television films shall be governed by the provisions of Paragraphs 8-202 and 8-203.

**8-307**      **Assumption of Obligations**

Employer shall specifically contract with its distributors and the television networks that they shall not cut, edit, move or omit the credit of the Director as placed by the Employer on the positive prints.

**8-308**      **Publicity**

In all formal publicity released by Employer in connection with a television film in which the name of any person is mentioned, the name of the Director shall be mentioned. The foregoing shall not apply if the publicity relates to a series and the person or persons mentioned rendered services in connection with the entire series and the episodes thereof were directed by more than one (1) Director.

**8-309**      **Publicity Tours**

The Employer, at its expense, shall send the Director of any non-series film ninety (90) minutes or longer on any domestic publicity tour on which an actor is sent, provided the Director is available.

**8-310**      **Director's Credit for Television Film Released Theatrically**

Screen and advertising credits for television films released theatrically shall be in accordance with the theatrical film provisions of this Article 8.

**8-311**      **Pseudonym**

The Director of a television film ninety (90) minutes or longer (excluding an episode of an episodic series or serial) shall be entitled to request the use of a pseudonym pursuant and subject to the provisions of Paragraph 8-211.

**8-312**      **Pilot Director Recognition**

If a domestic DVD or an 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 in good faith consider including information about the Director of the pilot in press kits for the 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 Paragraph 8-312 is not subject to the grievance and arbitration provisions of Article 2 of this Agreement.