

Agency Agreement 2019

Working Rule 23 Implementation FAQ

Effective Saturday, April 13, 2019, the WGA implemented a Code of Conduct for talent agencies seeking to represent WGA members. Since then, over 70 agencies have signed either the original Code of Conduct or a franchise agreement subsequently negotiated with the WGA. In order to represent WGA members an agency must sign an agreement with the WGA.

WGA Current members can only be represented by an agency that is franchised by the Guild in accordance with Working Rule 23. The Rules of Implementation of Working Rule 23 are [here](#). The list of agencies that have signed the Code of Conduct or a negotiated franchise agreement is [here](#).

Guild resources to assist members who are looking for work or other assistance without an agent are available [here](#).

What does Working Rule 23 say?

“No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients.” As of April 13, 2019 that agreement is either the WGA Agency Code of Conduct or a franchise agreement negotiated with the WGA.

Does Working Rule 23 prohibit me from contact with my agent?

If your agent has not signed to the Code of Conduct or a negotiated franchise agreement with the WGA, you are prohibited from being represented by your agent for Guild-covered services, including deals that were first discussed but not completed before April 13, 2019. As a rule of thumb, it's useful to ask, “Is this an action an agent would perform for a client?” If so, that's representation. Below are some examples:

- Setting meetings for you (either on a project or a general)
- Submitting you or your work to a producer or employer
- Negotiating a deal for purchase or employment, including the long-form agreement
- Advocating on your behalf
- Reading your work and/or providing feedback
- Offering professional advice.

You can contact your former agency to discuss payments and enforcement of deals that closed prior to April 13, 2019. But again, you cannot discuss new projects or new deals. You can ask them in writing to provide you or the representative of your choice information regarding deals that were pending prior to April 13th (those in process but not yet closed), contact information, or inquiries they receive from studios or producers. You can also talk with them about personal matters or about negotiating a franchise agreement with the Guild.

Can an unfranchised agency represent me as a producer?

Producing by TV writer-producers is covered in the MBA. (see Articles 1 and 14). Those provisions specifically say that producing services are deemed part of writing when performed by writer-producers. Thus, when an agent makes a deal for a hyphenate in television—usually an overall deal or a series contract for a per episode fee—the writer-producer services are deemed covered under the MBA. An agent can't represent or split off the producing duties in this circumstance. **For a theatrical writer** who is also hired as a producer on the same project, the same rules apply. A non-franchised agency cannot represent you on a theatrical project where you would be a writer and producer.

Thus, under Working Rule 23 non-franchised agents cannot represent WGA writers with respect to these hyphenate services, and a member who has historically been employed as a hyphenate cannot avoid the Guild's jurisdiction by re-labeling a contract as a producer-only deal.

The working rule doesn't cover other producing. Of course, anything additional a member is willing to do to support the goal of eliminating agency conflicts of interest will help the campaign, and many producers who are Guild members have gone above and beyond the working rule obligations.

What if I'm already working on a project that is packaged by my former agency?

Your deal will continue with the same terms, including that you should not pay commission on it.

What if I'm on an overall deal?

Like all Guild members, you can only deal with your former agent regarding payments and enforcement of deals that closed prior to April 13, 2019. They cannot help you set up new projects, even if they are commissioning your overall deal.

I'm on an overall deal that my former agency negotiated. Is my former agency permitted to package me on new projects under the overall deal?

No. Attempting to package a project based on your work is a form of representation. Thus, under Working Rule 23, your former agency is not permitted to treat you as a "packageable element."

What obligation do I have to oppose the packaging of new projects under my overall deal?

Members on overall deals must communicate to the employing studio that you cannot be treated as a "packageable element" by the former agency. We also strongly encourage members on overall deals to inform the studio that you do not want your new projects to be packaged by any non-franchised agency.

What do I do if my former agency tries to package me on a new project under my overall deal?

You should immediately contact the [Agency Department](#) or call (323) 782-4502. The Guild will oppose—through legal action, if appropriate—the packaging of members on new projects by their former agencies. The Guild will also defend any member who is personally threatened by their former agency for opposing the packaging of new projects.

I'm developing a project with a producer or a POD that is represented by a non-franchised agency. What are my obligations in this situation?

Members must communicate the following message to the producer/POD represented by the non-franchised agency:

"Please be advised, and please communicate to your agents, that I should not be considered a 'packageable element' by your agency." We also strongly encourage writers to oppose the packaging of their project through any other non-writing element, such as the POD or the IP.

You must also communicate to the studio, in the event of a sale, that you cannot be packaged by a non-franchised agency. You can also negotiate, as part of your writer deal with the studio, that the project not be packaged.

Contact the [Agency Department](#) to discuss your specific situation.

My agency was in the middle of trying to make a deal for me but nothing was firmed up prior to April 13th. What do I do now?

A deal that was in the process of being made may be completed, but not by an agency that is no longer franchised, even if the agency already started the negotiation. Completion of the deal can be handled by a lawyer, manager or franchised agent. If you need contact on potential deal information, ask your former agent in writing to send you and/or the representatives of your choice. The agency is obligated to provide it. Contact the [Agency Department](#) if you need assistance.

What right does my former, now-unfranchised agency have to commission my compensation after April 12th?

You will continue to pay your agent commission under any deals negotiated prior to the termination of your representation agreement with the unfranchised agency. This may include limited circumstances where an agreement was under negotiation but not finalized until after you left the agency. However, if they only set up meetings and no offer had been made, it's unlikely that commission would be owed. The former agency may also be entitled to commission where the employer exercises an option for additional services. The rules in this area are technical and the answers are almost always fact-specific. Please contact the Agency Department to discuss your specific circumstance.

What if my former agency (or my newly-franchised agency) tries to commission me for a project that was negotiated post-April 12th?

If you think an agency is commissioning you incorrectly, including suggesting that you put money in escrow to pay them commission at a later date, please contact the [Agency Department](#). We will defend any writer who is being pressured. Members are prohibited from paying commission to an agency where none is owed.

What do I do if my former agent continues to solicit work for me by either contacting me directly or through my lawyer/manager?

You should not allow any unfranchised agency to work on your behalf. Tell the agent to stop. You can also tell them that if they want to represent you they should contact the Guild to negotiate a franchise agreement.

What if I get a deal offer and no longer have an agency to work with? Where does the offer go and who negotiates the deal?

If you have a manager and/or a lawyer, it should be business as usual. Managers and lawyers are able to negotiate contracts for staffing, development, or sale of materials. If you don't have a manager or lawyer, the offer can go to you. Before you leave every meeting, make sure the executive, producer, or showrunner has your contact information. And after the offer comes in, you can find a lawyer to negotiate with Business Affairs by asking other writers for recommendations. If you are having trouble finding an attorney, or need the Guild to review contract terms and advise you in other ways, contact the [Agency Department](#).

The agencies said it is against state laws for managers and lawyers to help writers find work or negotiate without being connected to an agent.

As a matter of practice, prior to April 2019, managers and sometimes attorneys regularly obtained work for clients. In addition, as the exclusive bargaining representative for writers, the Guild has the right under federal law to delegate authority to other representatives, and on a temporary basis delegated that authority to managers and attorneys. It is our understanding from the recent member survey that this delegation is working quite well for writers. Here is the link to the [delegation letter](#). If your manager or attorney refuses to work for you, you should consider finding another representative or contact the [Agency Department](#).

I'm represented by an agency for both writing and another area of work not covered by the Guild (stand-up performance, acting, directing, writing plays, etc.). Is it mandatory that I leave the agent for my non-Guild-covered work?

The Guild cannot direct you to leave your agency for work that isn't covered by the WGA, although we encourage you to be represented for all your work by a franchised agency that is not conflicted. Many members have gone beyond the working rule in order to further assist the agency campaign by leaving agents for directing and other non-WGA covered work. Contact the [elected leadership](#) for more information.

Can my agent continue to represent me for animation work?

If you are seeking Guild-covered animation work, you must be represented by a franchised agency. Most primetime animation and a growing number of other animated projects are Guild-covered, especially on streaming platforms. While we encourage you to be represented by a franchised agency for all your work, if an animation project is covered by another union, Working Rule 23 does not apply. For assistance getting your animation project covered, please contact the [Organizing Department](#).

I'm not a Guild member but I just got my first offer on a WGA-covered project. Or I'm a member in a category other than Current (e.g. Post-Current, Associate, or Associate Caucus). Do I need to leave my non-franchised agency?

Working Rules do not apply to non-members. In the present campaign, the Board of Directors has elected to apply Working Rule 23 only to Current members. See the [Working Rules](#) here. However, once you become a Current member you will need to terminate representation by any non-franchised agent.

My agency receives and processes my checks on deals closed prior to April 13, 2019. How am I going to get paid?

Your former agency can continue to process your checks on deals that closed prior to April 13, 2019. Your former agency is legally required to keep sending you your money. If you'd prefer to revoke that consent and direct your payments elsewhere, contact the [Agency Department](#) for advice on how to set that up.

What if my agency receives notices of writing credits for my past projects?

If your contract specifies that the notice of tentative writing credits is sent to the agent who negotiated your deal, that agent has an ongoing fiduciary obligation to forward that credit notice to you, even if you have terminated the agency as your representative. Members should be especially vigilant and watch out for credit notices from the studio as well as from your former agency. If you have concerns, please contact the [Credits Department](#).

Does my British agency need to be franchised by the WGA?

Your British agency needs to sign if they negotiate deals for WGA-covered projects.

Does Working Rule 23 apply to representation for my work on a Writers Guild of Canada-covered program under a waiver?

No.

My agency sponsored my visa. What do I do?

For assistance, West members can contact the [Agency Department](#) and East members can contact [Ann Burdick](#).

When do I need to find a new agent?

The choice of if and when to seek representation is up to you. At some point you may decide to seek new or additional representation, which can be a lawyer, manager, or an agent who is franchised by the WGA.

If you are interested in finding a manager and/or attorney, ask your fellow writers about their experiences and for recommendations, or contact the [Agency Department](#). If you get a job offer and are having trouble finding a new attorney to negotiate the deal you can also contact the Guild. If you need an attorney to review a deal memo or contract, the Guild can provide that service: contact the [Agency Department](#).

The list of agencies that are currently Franchised by the WGA is [here](#).

And here is a link to [Guild resources](#) to assist writers without agents.

Can a Guild member pitch, sell to, or be employed by an agency-owned production company that is signatory to the MBA?

Yes, as long as the member is not represented by an unfranchised agency for the deal. Working Rule 23 does not prohibit Guild members from selling literary material to or being employed by any company signatory to the MBA agency-owned production companies.

I am represented by a franchised agency. What right does it have to package under the packaging “sunset provision” included in the most recently-negotiated franchise agreement?

A number of agencies are signatory to a franchise agreement that permits them to package until June 28, 2020. Where the writer client is the initiating element of the package, the writer has the right to choose whether the project will be packaged or not. In all other circumstances, the writer has the right to choose whether to be part of the package. During this period, the agency must disclose to the writer client its intent to seek a packaging fee and the financial terms of the packaging agreement.

Contact the [Agency Department](#) to discuss your specific situation.

How is Working Rule 23 being enforced?

Here are the [Working Rule 23 Implementation Rules](#). While individual members have a voice and vote, after the Guild decides on collective action members are obligated to follow Guild rules, which will be enforced. The WGA membership and leadership have ratified this course of action and the membership has a proud history of unity and solidarity. [Article X](#) of the WGAW and WGAE Constitutions guides Guild disciplinary procedures. In May the WGAW Board appointed a WR23 Committee to advise the Board and investigate alleged infractions. You can contact [Agency Agreement](#) if you have questions.