

“STATEMENT OF CHOICE”

The Association of Talent Agents (ATA) is committed to protecting writers and developing a new agreement with the Writers Guild of America (WGA) — one that reflects the seismic shifts in the media landscape and fosters the best outcome for artists for the foreseeable future. The ATA has carefully and thoughtfully reviewed the WGA’s 27 proposals and reflected upon conversations initiated with hundreds of writer clients during the past weeks. ATA has presented Guild leadership and writers broadly a new “Statement of Choice” and specific counter proposals for consideration that reflect a balanced and reasonable solution and ultimately best serve the interests of all artists.

ARTIST’S CHOICE ON PACKAGING

- The choice to work on a packaged show *always* belongs to the writer client.
- No writer client shall ever be required to work on a packaged show and an agent shall *always* follow the client’s directive.
- Prior to submitting a writer client to a packaged project (i.e., a project where the agency has already been granted a packaging fee at the time of submission), an agent shall:
 - Inform the writer client of the existence of the package;
 - Advise the writer client that she/he may choose to be submitted to the packaged project; and
 - Receive the writer client’s consent to proceed with such submission, but only after informing the client of the foregoing.
- A creator, who is designated to be a packageable element, may choose whether or not her/his agency shall package her/his original script, or development in an overall deal.
- An agency shall not request a packaging fee unless the agency has:
 - Engaged the writer client who is designated to be a packageable element in a transparent discussion regarding the details of the packaging agreement and fee; and
 - Received the client’s consent to proceed with such request.
- An agency will provide a writer client designated to be a packageable element with any agreement containing the terms of the agency’s package agreement.
- No writer client deal or pitch will ever be held up by an agency for purposes of such agency procuring a package, unless specifically authorized to do so by the agency’s packageable element.
- An agency shall not perform independent film packaging, financing, or sales services on behalf of a writer client unless the agency has:

- Engaged the writer client in a transparent discussion regarding the details of the agency's fees for such services; and
- Received the writer client's consent to proceed with such services.

ARTIST'S CHOICE ON AFFILIATED ENTITIES

- The choice to work with an affiliated entity *always* belongs to the writer client.
- No writer client shall ever be required to work with an affiliated entity and an agent shall *always* follow the client's directive.
- An agent shall, prior to submitting a writer client to an affiliated entity for engagement of services or sale of rights:
 - Inform the writer client of the existence and nature of the agency's relationship with the affiliated entity;
 - Advise the writer client that she/he may choose to be submitted to the affiliated entity;
 - Advise the writer client that she/he may choose to enter into a transaction with the affiliated entity;
 - Advise the writer client that she/he may choose to direct the agent to simultaneously offer the client's material or services to other bona-fide competitors of the affiliated entity;
 - Advise the writer client that she/he may choose to seek independent counsel at any point in the process and recommend that she/he do so; and
 - Receive the writer client's consent to proceed with such submission, but only after informing the client of the foregoing.
- An agent shall not represent a writer client in connection with the engagement of services by or sale of rights to an affiliated entity unless:
 - The agent reasonably believes that such engagement of services or sale of rights is in the best interests of the writer client;
 - The terms of such engagement of services or sale of rights are negotiated in good faith and at an arm's length basis; and
 - The agency complies with the following requirements:
 - No individuals primarily involved in the day-to-day operations of the agency shall be primarily involved in the day-to-day operations of the affiliated entity, and vice versa;
 - The agency shall not participate in any of the affiliated entity's decisions regarding the engagement of services or sale of rights, other than in the agency's representative capacity of its clients, consistent with the fiduciary duties owed to such clients;
 - The agency shall maintain the confidentiality of its writer client's confidential information from such affiliated entity, in the same manner it maintains the confidentiality of such information from an unaffiliated entity; and
 - The agency has (i) a written conflicts policy that is made available to writer clients, and (ii) annual training on conflicts for all employees.

FOSTER AND ENCOURAGE DIVERSITY WITHIN OUR INDUSTRY

- An agency will not discriminate and will use good faith efforts to promote diversity and help diverse writer clients get hired.
- Agents will advise showrunner clients regarding diversity and encourage the hiring of diverse writers.
- ATA will work with the WGA to collaborate on developing diversity metrics and advancing the employment opportunity for all writer clients.

EXPAND PROTECTIONS FOR ARTISTS' WORKING CONDITIONS

- An agency will not send writer clients to any place where there is a reasonable basis to believe they might be harassed or subjected to a hostile work environment.

CREATE NEW ENFORCEMENT MECHANISMS

- ATA will work with the Guild to develop a real enforcement mechanism that makes sense and moves quickly to correct abuses, including streamlined arbitration where appropriate.

DEMAND TRANSPARENCY & GREATER DISCLOSURE

- Agents will act as fiduciaries for their writer clients and will keep them informed as to the status of all deals and submissions.
- Agents will inform writer clients if they know of any problems with the rights to a project, or with payments due from a project.
- Agents will use the same efforts to keep their writer clients' information confidential as they do their own information, or more so.
- The ATA will work with the Guild to develop automatic systems for invoicing and notification so that the writer client (and if the client wants it, the WGA) will know in real time what the client is owed on a project and if payment is late.

FUTURE COLLABORATION

- The ATA and WGA will activate a standing committee to address matters of interest to both parties, including, but not limited to, industry best practices and any concerns regarding the AMBA. The standing committee will meet at least quarterly and report results to all parties.
- ATA will serve as a resource to assist WGA in advance of, and in connection with, its collective bargaining negotiations, providing insight about specific negotiations, deals, trends, global strategies, and similar.