

Hey John,

I finally had a chance to listen to your lecture and wanted to make a few comments, based on my understanding:

**Re: Assignment**

When a studio like Warner Bros states in the closing credits that they are the author of the screenplay, this means that either (1) the screenplay was written as a work-made-for-hire so the employer is considered the author under US Copyright law, or (2) the screenplay was not written as a work-made-for-hire but in the course of purchasing the copyright, the original author signed a "Certificate of Authorship" (which is different from an assignment) which states that said original work of authorship shall be treated as though it were written as a work-made-for-hire specifically commissioned, etc, which, again, allows the studio to be considered the author under US Copyright law.

What this "Certificate of Authorship" does is converts an original screenplay created outside WGA jurisdiction to one that was created under WGA jurisdiction because it is now considered "employment"...and when tied to writing service, the purchase price is subject to Pension & Health contributions (which, to, is only available under an employment agreement).

**Re: Professional Writer**

The WGA define what they considered to be a "professional writer." However, a non-professional writer (one who has never sold anything or has never been produced or published before) can be treated as though they are a professional writer if their option/purchase agreement with a WGA signatory so stipulates that.

**Re: Collaboration**

A WGA writer who enters into a Collaboration Agreement with a person whose life story (rights) they wish to develop together into a screenplay, cannot agree to any term in said Collaboration Agreement that would require the transfer of any rights in the joint work to the life story rights holder (including any work-made-for-hire provision) unless said life story rights holder were a WGA signatory and paid no less than WGA scale. Moreover, adding any work-made-for hire language in a Collaboration Agreement changes it to an Employment Agreement.

I personally believe (coming from the view of a professional screenwriter searching for material on which to base a screenplay) that if a Writer wants to develop and write a screenplay based on someone's life story rights, securing an exclusive option on those life story rights is better than entering into a Collaboration Agreement, unless the life story rights holder (1) grants the "writing team" exclusive rights to the life story rights, (2) agrees to give the screenwriter the freedom to utilize their expertise and creative abilities, and (3) gave the screenwriter control over the marketing and sale of the joint work of authorship on behalf of the writing team. From a professional writer's perspective, there is nothing worse, or a bigger waste of time, than having a writing partner who cannot write. "The whole must be greater than the sum of its parts" or why bother?

If a non-WGA screenwriter enters into a Collaboration Agreement with a life story rights holder which includes any transfer of their rights in the joint work to the life story rights holder, they have just made a deal outside WGA jurisdiction as they have just agree to transfer rights to a non-WGA signatory.

**Re: the WGA**

**Any deal made between a writer and a WGA signatory falls under WGA jurisdiction. Any deal made between a writer and a non-WGA signatory falls outside WGA jurisdiction. The WGA's jurisdiction only covers employment agreements. Original works of authorship (those works NOT created as works-made-for-hire such as spec screenplays) are not created under WGA jurisdiction. Spec work only falls under WGA jurisdiction when said work is treated like an employment and future writing services are attached (first rewrite guaranteed to authors of spec material).**

**Re: The Industry**

**The reality is that if a screenwriter expects to be well-paid for their screenplay, they cannot also expect to retain/reserve any rights in and to that screenplay that would in anyway limit the purchaser's ability to maximize their profits (merchandising, sequels, remakes, video games, etc.) in perpetuity (save for those limited reserved rights guaranteed under the WGA Basic Agreement) — unless, of course, the screenwriter is also co-financing the film and sharing the enormous risk.**

**It's all about the Money**

**One thing missing from your lecture is this basic fact: The absolute hardest part of getting any film produced is coming up with the money. If a screenwriter can fund the production themselves, not only can they retain the copyright in their screenplay, but would also own the copyright in the motion picture, and would never have to worry about being rewritten, losing credit, or being fucked out of profits, etc.**

**Anyway...those are my thoughts. I've got to get back to my term papers which are due Monday.**

**Keep up the good work.**

**HAPPY THANKSGIVING**

**Mark**