

SIDELETTER NO. 25

As of July 1, 2005

Mr. J. Nicholas Counter III
Alliance of Motion Picture and Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436

Re: Script Delivery in Television

Dear Mr. Counter:

In order to effectuate the provisions of Paragraph 7-302 dealing with script delivery, the parties agree to a Sideletter as follows:

1. DGA may inform Employer that the Guild wishes to discuss compliance with the obligation to deliver timely scripts in accordance with Paragraph 7-302 of the Basic Agreement on a particular series. In that event, Employer will arrange a meeting for DGA representatives with the responsible producers and studio executives.
2. The parties have established the following requirements with respect to the timely submission of scripts:
 - a. For each series in its second year of production, at least 50% of all scripts for the season's episodes must be delivered timely.
 - b. For each series in its third year of production, at least 66% of all scripts for the season's episodes must be delivered timely.
 - c. For each series in its fourth or subsequent year of production, at least 75% of all scripts for the season's episodes must be delivered timely.
3. For any script delivered late after the allowable percentage of late scripts, computed in accordance with subparagraph 2.a., b. or c. above, as applicable, has been exhausted, the Employer will pay a penalty in the amount of \$1,000 for each day the script is late.

Payments will be to the Directors Guild – Producer Health and Welfare Plan, but shall be sent to the DGA for transmittal.

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4. For purposes of Paragraph 3 of this Sideletter:
 - a. Any series in its second year of production with fewer than 13 episodes in its initial order will be treated in the same manner as a series in its first year of production; *i.e.*, it will be exempt from the requirements of Paragraph 7-302 and this sideletter.
 - b. The penalty will be calculated from delivery of the “writer’s draft,” (not necessarily the "completed shooting script" as that term is used in Paragraph 7-302 of the Basic Agreement), but an earlier draft script which is intended to serve as the basis for the "completed shooting script," with the characters, locations and dialogue intended for the entire episode. It is understood that the “writer’s draft” is subject to change and that an outline does not suffice as the “writer’s draft.”
 - c. Compliance with Paragraph 2 above will be tested at the end of each season.
 - d. DGA must meet with the Employer to discuss the script delivery situation on a series before the penalty will be required.

Employers will continue to cooperate with the Guild in providing data and arranging meetings on this subject. Upon request, Employer will provide the Guild with copies of the season's production schedule, including directing assignments, at the start of each production season, with revisions as they occur.

Sincerely,

Jay D. Roth
National Executive Director

Agreed:

J. Nicholas Counter III