

## **ARTICLE 16.**

### **CREDITS**

#### **SECTION A. TELEVISION CREDITS**

1. The Company shall give video credit to the Director for each show he or she directs.
  - (a) The Company shall not delete such credit on reruns or delayed broadcasts.
  - (b) The Company 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 which includes the word "Director" or any derivation thereof; and,
  - (c) that except as required by agreements heretofore executed by the Company, the Company will not grant to an individual, other than a Director, any form of paid advertising credit which includes the word "Director," "direction" or any derivation thereof.
  - (d) It is understood that the Company shall not enter into any agreement with any union, guild or other firm, person or corporation which restricts in any manner the right of a Director to negotiate for screen, paid advertising or other credits in any form desired by him or her, subject to waiver.
  - (e) When 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.

2. Credits – Size and Location For Prime Time and High Budget Dramatic Programs

- (a) The Director shall be given credit on television programs on a separate title card which shall be the last title card before the first scene of the entertainment portion of the program or the first title card following the last scene of the entertainment part of the program, provided that all credits to Directors may be given in the same frame. However, in the case of split credits when credit is given to any person before the first scene of the program, the Director shall be given the last solo credit card before the first scene of the program. For the purpose of this clause, the credits of the established stars playing a continuing role in the scenes, or of well-established stars in the industry, shall not be considered credits of a person. No commercial or other material shall intervene between the Director's credit card and the body of the program.
- (b) No commercial or advertising matter, audio or visual, shall appear on or above the Director's card either as background or otherwise.
- (c) 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.
- (d) The credit shall read "Directed by \_\_\_\_\_" without the addition of any qualifying or descriptive language whatsoever; provided that the addition of credits for other functions to the credit as Director shall not be construed as qualifying language, and provided further that the Company shall not be required to give more than one credit to the Director.
- (e) The Company shall give video credit to the Associate Director and Stage Manager on all programs.

- (f) Whenever audio credit is given any other talent on a simulcast, the Director shall receive audio credit in addition to video credit.

3. Credits – Size and Location For Other Than Prime Time and High Budget Dramatic Programs

- (a) The Company shall not delete the Director's credit on reruns or delayed broadcasts. The Company shall inform all stations to which the program is sold that such credit shall not be deleted on any play, rerun or delayed broadcast and the Company shall use its best efforts to secure complete compliance therewith.
- (b) Such credit shall appear immediately before or immediately after one of the following:
  - (i) the most prominent credit to the Producer;
  - (ii) the most prominent credit to the Writer;
  - (iii) the entertainment portion of the program.
- (c) On prime time variety programs, the Director's credit shall be immediately before or immediately after the credit to the Producer (which term does not include the Executive Producer).
- (d) Such credit shall be of equal size to the most prominent credit appearing on the program. Insofar as manner of presentation is concerned, the credit to the Director of any type of program except prime time or high budget shall be on a separate frame if the Producer (which term does not include the Executive Producer) receives credit on a separate frame, provided that all credits to the Directors may be given in the same frame.
- (e) The Credit shall read "Directed by \_\_\_\_\_" without the addition or any qualifying or descriptive language whatsoever, provided that the addition of credits for other functions to the credit as Director shall not be construed as qualifying language,

and provided further that the Company shall not be required to give more than one credit to the Director.

- (f) On a program broadcast two (2) or more times per week, when directed by one (1) or more Directors, credit need be given only once per week to each Director, Associate Director and Stage Manager; however, such credit must be given on a program actually directed by the Director receiving such credit.
- (g) Except as otherwise provided in this contract, any person who does not direct all elements of the program during broadcast, closed circuit or pre-recording, as the case may be, shall not receive credit as the Director of the program as such, in any form.
- (h) Whenever audio credit is given any other talent on a simulcast, the Director shall receive audio credit in addition to video credit.
- (i) The Company shall give video credit to the Associate Director and Stage Manager on all programs.

#### 4. Paid Advertising

- (a) On a prime time entertainment program, whether or not produced by the Company, the Company agrees that whenever it gives credit in paid advertising to any person(s) other than the stars appearing in the program, the Director(s) of the program shall receive credit in such paid advertising. The credit shall be of equal size to the credit accorded any such other person(s), unless the Company shall have determined in good faith that the name of such other person(s) has significant audience appeal. The name of the production company, as distinguished from the name of an individual producer, shall not be construed as a credit to another person(s) for the purpose of this paragraph.
- (b) The foregoing obligation to give credit on paid advertising shall not apply to group advertising, or advertisements less than eight (8) column inches in size unless the individual Writer or

Producer is given credit in such advertisement, or advertising in radio or television or to congratulatory ads.

- (c) An inadvertent failure on the part of the Company to comply with this Section shall not constitute a default by the Company or a breach of this Agreement. In the event there is a dispute as to whether an alleged breach is casual or inadvertent, the dispute shall be referred to arbitration for determination as provided elsewhere in this Agreement.

5. The following provisions shall apply to Associate Director and Stage Manager credits on prime time entertainment programs:

- (a) Employer shall accord credit in a "prominent place" on all positive prints of each prime time entertainment program, recording of which commences during the term hereof, to the Associate Director and principal Stage Manager rendering their services for the production.
- (b) The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by no more than three (3) names. The only "technical" credits which may receive a more prominent place shall be those of the lighting director, the art director and the editor.
- (c) Nothing herein shall preclude any of the above-named Employees from negotiating credit provisions more favorable than those specified herein.
- (d) If more than one Associate Director or Stage Manager performs work on a prime time entertainment program, the Guild and all such Employees shall be notified in writing as to the credit intended to be given. Should any such individual be dissatisfied with such determination, he or she may immediately appeal to the Guild and notify Employer that he or she is so doing. The Guild shall then determine the issue within seven (7) days. Employer agrees to be bound by such determination as to credit.

6. On a program taped in whole or in part in a foreign country on which Employer employs both Associate Directors and/or Stage Managers subject to this Agreement and Associate Directors and/or Stage Managers not subject to this Agreement, if either the Associate Director or Stage Manager subject to this Agreement works on the production less than fifty percent (50%) of the taping days, he or she will receive screen credit either on a card immediately following the credit accorded to the foreign Associate Director or Stage Manager, as the case may be, or with the credits for the U.S. crew.

## **SECTION B. GUILD TO DETERMINE CONTROVERSY OVER CREDITS**

Should more than one Director do substantial work on a program, the Guild and all such Directors 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 notify the Employer in writing that he or she is doing so. The Guild may then determine the issue. The Employer agrees to be bound by such determination as to credits.

## **SECTION C. NOTICE OF CREDITS**

On dramatic programs of over ninety (90) minutes, the Employer shall give notice to the Guild of the contents of main and end titles before copies are made, for the purpose of checking compliance with the credit provisions of this Agreement. After such notice is given, 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. The form of the Director's credit on videotape or live or on paid advertising shall be "Directed by \_\_\_\_\_." In addition, the Employer shall submit to the Guild the proposed format of the final credit for each television episodic and anthology series (as distinguished from each segment), together with changes in such format of credits, before copies are prepared. This provision shall likewise be applied to each television special.