



Creative Rights Checklist: Episodic Television & High-Budget SVOD/AVOD Series

PRE-PRODUCTION

1. You must receive the script, with your name on it as Director, no less than 24 hours before prep.
2. You must be provided an office.
3. For single-camera, half-hour series, you must be notified 72 hours in advance of the date, time, and place of the table read.
4. You must participate in all casting for your episode, and there must be a reasonable purpose for the presence of each person attending the casting session(s).
5. You must be informed before prep begins of the casting protocols and schedule for the episode. If the casting concept call takes place during prep, you must be invited to participate.
6. Upon the Director's request, casting must schedule live callbacks for selected roles on a time-permitting basis. A "live" callback must either be in-person or via video conference (i.e., zoom).
7. If casting electronically, you must receive the links at the same time as the Writer/EP or any other producer. Casting should advise you, the 1st AD and other relevant prepping crew when casting links are expected to be distributed during your prep period.
8. You must be provided a reasonable opportunity, ideally 3 hours, to provide input before casting recommendations or decisions are communicated to the studio or network.
9. The Employer cannot use GAI in connection with the creative elements of a picture without consulting you.
10. Before principal photography begins you must be advised what material is scheduled to be shot by a second unit.
11. You must be consulted on any/all creative decisions, including wardrobe, props, special FX, choreography, music, special equipment, etc.

PRODUCTION

1. Only one Director may be assigned to a motion picture. You must direct all of the originally scheduled principal photography.
2. All notes to cast and crew must come directly from you.
3. A production's use of GAI, or any technology, does not lessen or weaken your existing Creative Rights. In essence, "footage is footage" and you will act as the Director whether the footage is created with a camera, computer, or another technology.
4. The Employer cannot use its scheduling authority to deprive you of your Creative Rights. For example, separate shooting units may not be scheduled contemporaneously when it's not possible to be physically present at both.
5. You must be provided the opportunity to consult with the person assigned to direct 2nd Unit material.
6. You must be informed about any electronic transmission of sound or images from the set.
7. Electronic transmissions are not intended to supplant traditional on-set collaboration between Directors and producers. One remote producer may view the feed solely for a specific purpose and for a limited duration. In no case shall the feed be viewed continuously.
8. If sound or images are scheduled to be transmitted outside the immediate production facility/area, you must be consulted and provided the name and title of the individual receiving the transmission. Additionally, you must consent to the shoot days/scenes which would be transmitted and the process in which notes would be provided.
9. You must see dailies at a reasonable time.

POST-PRODUCTION

1. You must receive the post-production schedule for your episode, including each updated, subsequent schedule.
2. You must see the editor's cut within four business days (half-hour series) or six business days (one-hour series) after shooting is complete. No one else may see the editor's cut before you.
3. For a one-hour episode, you must have four days to complete your cut; for a half-hour episode, you must have two days to complete your cut (as long as there were no bona fide delivery date exigencies).
4. No one may interfere with your cut or "cut behind" you.
5. Your cut must be screened for the producer and the person with final cutting authority.
6. You must be notified of the date, time and place of every post-production operation, and in good faith allowed to be present and consulted.
7. You must be offered the opportunity to direct all additional scenes or retakes. This includes any GAI-created additional photography.
8. You must be offered the opportunity to direct looping or narration.
9. You must be offered the opportunity to take part in the spotting and dubbing of sound and music.
10. After the delivery of the Director's Cut, you must be included on the distribution of each subsequent, completed cut sent to the studio, network, and/or streamer.
11. Upon your request, the studio must provide a downloadable, digitally watermarked digital copy of the final "air" version of your episode without commercials at no cost to you.
12. If another producer requests to see an unaired episode you directed for purposes of considering you for an open assignment, the producer of the unaired episode should provide a secure link to your episode.
13. If you direct the pilot of a series and a domestic DVD or Internet Web page is created, your name, background, and filmography must be included along with those of the series' "creator".

EXPANDED PAID POST-PRODUCTION

The following rights will apply to half-hour series budgeted at \$5 million or more per episode and one-hour series budgeted at \$7 million or more made for all Pay TV services & SVOD services with more than 20 million subscribers:

1. Within 24 hours of submitting your Director's Cut you will receive notes from the Producer.
2. You will be provided additional time (24 hours on a half-hour episode; 48 hours on a one-hour episode) to work with the editor and implement the notes into your cut.
3. You will receive payment for the additional time (1 day for half-hour series; 2 days for one-hour series) no later than ten business days after completing the subsequent cut.

AT ALL TIMES

Were you consulted about every creative decision?

The Director's creative rights are codified in Article 7 of the DGA Basic Agreement. If you believe your rights have been violated, please consult with the Guild office or a DGA field representative. You may request the conversation be confidential. Initially the goal is to "cure" all Creative Rights violations and have a Director afforded all of his/her rights, in most cases a grievance is a last resort.

DGA Creative Rights Hotline: (310) 289-5355

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