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## **THE STUDENT DRAMATIST BILL OF RIGHTS**

The Dramatists Guild is America's professional association of playwrights, librettists, lyricists and composers, with over 5,500 members around the world. The Guild is governed by our country's leading dramatists, with a fifty-five member Council that includes such dramatists as Edward Albee, Stephen Sondheim, John Patrick Shanley, Tony Kushner, Marsha Norman, Lynn Nottage, Emily Mann and Christopher Durang.

Long before a playwright or musical theatre writer becomes a member of the Dramatists Guild, many of them are students in one of the many undergraduate and graduate programs in dramatic writing throughout the country. It is essential, therefore, that student dramatists know from the beginning of their training that they have rights for which the Dramatists Guild has fought for nearly 100 years. In order to protect the dramatist's unique vision, which has always been the strength of the theatre, students need to understand this fundamental principle: dramatists own and control their work.

When students, teachers, or guest artists write a play or musical within an academic environment, whether for a particular class or as part of a school's theatre program, they are still authors and should be treated as such. The Guild realizes that not every college or university production should involve a negotiated contract. Nevertheless, schools and the writers they work with, whether student or professional, should have the benefit of certain key rights.

### **IN PROCESS AND PRODUCTION**

1. **ARTISTIC INTEGRITY**. No one (e.g., directors, actors, dramaturgs) can make changes, alterations, and/or omissions in your script—including the text, title, and stage directions—without your consent. This is called “script approval.”
2. **APPROVAL OF PRODUCTION ELEMENTS**. You have the right to approve the cast, director and designers (and, for a musical, the choreographer, orchestrator, arranger, and musical director, as well), including their replacements. This is called “artistic approval.”
3. **RIGHT TO BE PRESENT**. You always have the right to attend casting, rehearsals, previews and performances.

### **COMPENSATION**

4. ROYALTIES. You are generally entitled to receive a royalty. While it is possible that the amount an author receives may be minimal for a school production, *some* compensation should always be paid if *any* other artistic collaborator in the production is being paid, or if any admission is being charged. If you are a student member of the Guild, you can always call our business office to discuss an appropriate royalty for your production.
5. BILLING CREDIT. Every dramatist should receive billing (typographical credit) on all publicity, programs and advertising distributed or authorized by the school. We consider billing to be a form of compensation and the failure to provide proper billing is a breach of your rights.

## OWNERSHIP

6. OWNERSHIP OF INTELLECTUAL PROPERTY. You own the copyright of your dramatic work. Authors generally do not assign (i.e., give away or sell in entirety) their copyrights, nor do they ever engage in “work-for-hire.” When a school, producer or theatre wants to mount a production of your play, you actually license (or lease) your dramatic property to it.
7. OWNERSHIP OF INCIDENTAL CONTRIBUTIONS. You own all approved revisions and contributions to the script made by other collaborators in the production, including actors, directors and dramaturgs. You do not owe anyone any money for these contributions unless you have entered into a written agreement providing for such payment.

If a school uses *dramaturgs*, you are not obligated to make use of any ideas the dramaturg might have. Even when the input of a dramaturg or director is helpful to the playwright, dramaturgs and directors are still employees of the school, not the author, and they are paid for their work *by the school*. Neither dramaturgs nor directors (nor any other collaborators) may be considered a co-author of a play, unless (i) they’ve collaborated with you from the play’s inception, (ii) they’ve made a copyrightable contribution to the play, and (iii) you have agreed in writing that they are a co-author.

8. SUBSIDIARY RIGHTS. After the school production, you own not only your script, but also the rights to market and sell it to all different media (e.g., television, radio, film, internet) in any commercial market in the world. You are not obligated to sign over any portion of your project’s future revenues to any third party (fellow artist, advisor, director, producer) as a result of a university production, unless that production is a professional (i.e., Actor’s Equity) premiere production (including sets, costumes and lighting), of no less than 21 consecutive paid public performances for which the author has received appropriate billing, compensation and artistic approvals.
9. FUTURE OPTIONS. Rather than granting your school the right to share in future proceeds, you may choose to grant a non-exclusive option to present another

university production within no more than 1 year of the close of the initial production. No option should be assignable without your prior written consent.

**10. AUTHOR'S CONTRACT:** The only way to ensure that you get the benefit of the rights listed above is through a written contract with the producer, even if the producer is an educational institution. The Guild's Department of Business Affairs offers a model "school production contract" and is available to review any contracts offered to you, and to advise you as to how the contracts compare to industry standards.

We realize that making demands of a professor, or academic department, or educational institution, is a difficult task. However, you should feel confident in presenting this Bill of Rights to your professor, department chair, or university administrator, as a starting point for discussion, either as an individual or as a group of writers. At the very least, any professor of the dramatic arts should realize that it is important for writers to understand the nature of their work—not just the artistic aspects, but the business side, as well—and that they stand together as a community, for their mutual benefit and survival, and for the survival of theatre as a viable art form in the 21<sup>st</sup> century.