



# The Writing Game

Guidelines for writers and those working with  
writers in the video games industry

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## 1. Introduction

Are you working in the games industry in the UK? Whatever your role, the Guild has created these guidelines to help both writers and those employing writers within the games industry. The guidelines are here to empower you and to promote fair, productive working relationships between the industry and the writer.

Every development company, publisher and games writer that we know of within the UK will be told about these guidelines, so most should be familiar with them. If not, you can direct them to the version available on the Guild's website.

The guidelines have been written by professional writers who are active and widely credited within the games industry.

We hope that these guidelines help promote a writer/producer relationship which will work beyond the short-term with mutual respect, trust and benefit for all parties.

## 2. The Games Industry – An Outline

The games industry is divided into two parts with only a few companies straddling the divide. On one side there are the developers who create the game. On the other are the publishers who promote and distribute the game.

In the main, developers are sponsored by publishers and they receive their funding at key milestones within the games development cycle. Should the publisher decide to terminate this funding, the developer often has only a small window to find alternative funding before the company closes. Sadly, this means that games development companies can fold mid-development. It is worth bearing this fact in mind when signing a contract.

The industry works across a wide variety of platforms ranging from Personal Computers to games consoles such as PlayStations as well as extending on to digital television, mobile phones and portable games systems such as the Nintendo DS. Each of these platforms presents

different challenges and a games writer should be aware of both these and the differences between gameplay genres (i.e. how writing for an MMO (Massively Multi-Player Online game) varies from a role-playing game title for a mobile phone).

### **3. The Role Of The Games Writer**

The responsibilities of the games writer depend upon the project. Below are some of the main areas a writer is engaged in. A writer may be involved with any or all of these areas and the Guild recommends that an appropriate, professional writer is employed at all of these stages.

#### **THE G.D.D. – GAMES DESIGN DOCUMENT**

The games development process begins with the G.D.D., a document that sets out the outline of the game, its style, market demographic and production schedule. It is increasingly common for a writer to be involved with the preparation of the G.D.D., both so that their ideas can be incorporated into the games design process at the earliest possible point and also to make the G.D.D. read as well as possible.

#### **BIBLE – CHARACTER AND WORLD CREATION**

Sometimes, in addition to the G.D.D. (or as part of it), a game will have a bible that lays down narrative and character information. The characters and world can often be the foundation upon which work by other writers and members of the development team other than the writer who created them will be based. As such the creative input of the original writer must be acknowledged both as a credit and in the relative pay they receive.

The Guild recommends that a project does not go straight to script or storylines without the creation (or existence) of a bible.

#### **NARRATIVE DESIGN**

A writer is often brought in to design the game's story, its narrative arcs and the story beats within these.

Please note that when a writer is employed on any of the early development stages of a project, the normal basis of employment is for

that writer to be given first option to write the in-game script. This point should be noted in the contract between the company and the writer.

## GAME DESIGN

Some games companies will ask the writer to help in the design of the gameplay as well as the narrative. This is particularly true of level design where a writer can be asked to set out the gameplay challenges which the player will face, the rewards they will gain for succeeding and the price they will pay for failure.

## MISSION/QUEST DESIGN

Additional writers are often employed to create missions or quests for a game. This will mean an element of design work.

## CUTSCENE DIALOGUE

Cutscenes are the ‘filmic’ sections of games. During these sections the player will not be able to directly interact with the game. Some writers are only employed to write the dialogue in these sections of the game.

## IN-GAME DIALOGUE

This is the dialogue which is interactive. It is triggered by the player’s actions – walking close to someone, questioning them, needing more ammunition, suffering pain etc. This often makes up the overwhelming percentage of the game’s dialogue and may stretch to many tens of thousands of words.

## LOCALISATION

When a game has been developed in a non-English speaking country then the game will need to be localised. In such a case the company will provide a translated copy of the text to the writer who will then edit and polish the material so that it suits the English speaking markets.

Sometimes, this can be as small as a dialogue pass, on other occasions it requires the characters or story to be partially (or totally) redesigned. The company and writer will assess the material together and agree on what level of work will be carried out and then set a fee accordingly.

## ORIGINAL MATERIAL

The writer owns the copyright in everything original they write until such time as they assign that copyright for an agreed fee.

To protect themselves until the copyright has been transferred, writers should make it a practice to write their name along with copyright or © and the date on all materials, e.g. ‘Audio the Hedgehog’ © 2006 Jon Smith’.

When unsolicited material is sent to a company or an individual, it is done on the understanding that these materials are sent without obligation to use or be considered. The copyright in solicited and unsolicited original materials remains with the writer, along with the format rights until an agreement is reached. Please note that verbal agreements can be enforced so long as they can be proved (e.g. supported by written evidence).

When a writer submits material they might consider including on the front sheet “Confidential – for review by addressee, not to be communicated to a third party without the owner’s permission”.

It is rare that games companies will accept original material, although there are signs that this could be changing and that some companies in the games industry will accept pitches. In cases where this does occur it is not the current model for games companies to pay royalties based upon sales, purchases tend to be on the basis of a ‘universal buyout’. It is hoped that this practice will alter in time to match the royalty models used in the film and television industries. Where buyouts are made they should reflect the work done by the writer and the loss of the rights they are accorded in parallel entertainment media.

NB The Guild does not endorse the practice of universal buyouts and advises writers to seek other models of employment.

The Guild recommends that writers do not enter into any sale of original property without first taking professional advice from the Guild itself, an agent or, in certain cases, an experienced entertainment lawyer.

## MANUALS

This is a booklet/file which explains how to play the game.

## MARKETING

Writers will often be asked to provide copywriting skills for a game. This role can include things such as press releases, game packaging blurb and websites.

## 4. Employment Models

There are two main ways in which writers are employed.

### IN-HOUSE

Some writers are employed on the payroll of a games company. This can mean that they are working on a number of projects, or in-house for the life of one particular game.

### FREELANCE

Where a writer is freelance the games company should acknowledge that they do not own the writer's time and so should set their development schedules accordingly.

Where a writer is asked to work solely on one project, their pay rates should be adjusted upwards to match this lack of mobility.

## 5. Agents and Outsourcing Companies

There are a number of ways that companies can locate writers, including by contacting the Guild itself. The traditional route of locating specific writers through agents doesn't really apply to the games industry. At the time of writing there are few agents who are active in the games industry and fewer games writers who work through agents.

### OUTSOURCE COMPANIES

There are a number of outsource companies that take the place of the agent within the industry. These offer a point of contact between games companies and the writer.

## 6. Selecting Writers

The producer seeking to establish the suitability of a writer should NEVER ask for a full speculative sample script. If a writer chooses to ‘audition’ for a game, then they do so against Guild policy. If there are special circumstances, the writer is strongly advised never to agree to anything more than four pages of script and/or dialogue sample. The company should note that all such material remains the property of the writer until such time as they agree to the terms of an agreement detailing the rights acquired by the company and remuneration for the work. This point should be stipulated in any agreements reached between the writer and the company.

### MEETINGS AND STORY IDEAS

Writers who are invited to brain-storm ideas, storylines and design ideas should receive a day rate for this work and suitable payment for the use of their ideas should the writer themselves not be selected to develop them. It is essential that the writer should make notes of their contributions to meetings should there be a later issue of attribution.

If a writer is asked to pitch storylines then either a fee or a guarantee to write X-number of missions for an agreed fee should be settled in advance. When pitching material writers should keep a written record of the material pitched for future reference. The writer should have first refusal to write the scripts based on their storylines. If another writer is assigned to the storyline, the originator should be paid for the use of their work.

## 7. The Script

If a writer is hired to write a full script for an agreed fee, then the Guild recommends that the writer is paid at least 75% of the fee up to first draft delivery stage. The full payment covers an outline, a first draft, second draft, and final polish (or acceptance of script, whichever comes first). A writer should not make any further amendments without further payment. This should be agreed in advance.

Note: The Guild defines ‘Acceptance’ as not hearing back for more than a month or production commencing on the writer’s work.

## 8. Rates

Based on the Guild’s extensive research with UK producers, writers and companies, these are the average ranges of current rates (including buy-outs) being paid within the industry. More experienced, in-demand writers will earn in excess of these rate-bands.

Localisation/editing/copy writing	£300 per day
Narrative/dialogue work	£350-£450 per day
Original material	£450.00+ per day

### DEFINITIONS

#### LOCALISATION/EDITING /COPY WRITING

This is work which does not require a substantial re-write, but the reworking of existing material.

#### NARRATIVE/DIALOGUE WORK

Original work within the boundaries set out by the I.P. (Intellectual Property) holder and in collaboration with others.

#### ORIGINAL MATERIAL

This is work involved in the creation of original I.P. The premium rate is set to include the intellectual rights of the writer.

## 9. Payment

### PAYMENT TERMS

Every writer’s contract should include payment terms. If they are missing, the writer is within their rights to insist on their insertion. Payment terms should set out the milestones that trigger payment. Once these milestones have been reached then the writer should be paid within 28

days of submission of the writer's invoice. This should be stated within the writer's contract and on the writer's invoice.

### LATE PAYMENT

The Guild suggests that writers negotiate a penalty clause within their contract which covers late payment. Writers' Guild of America rules set a figure of an additional 5% of the agreed fee for every month payment is overdue.

### CONDITIONAL PAYMENT

It is acknowledged that there is risk for the developer at all stages of production, and nothing is certain until the game is picked up by a publisher. Although Writers' Guild and Federation of Entertainment Unions' policy is to oppose deferred or conditional payments, it is possible for writers to share the developer's risk at the early stages of development of a project by accepting conditional payment. At this point the writer is becoming a partner in the production and should take professional advice from the Guild, an agent or possibly a solicitor specialising in entertainment contracts. Please note that at the absolute latest, payment should begin as soon as the developer receives funding from a publisher. Writers are advised to avoid conditional payment agreements.

### DAILY ATTENDANCE

The writer should be paid their daily rate plus travel/accommodation expenses should they be required to attend a meeting relating to the game.

## 10. Royalties, Residuals and Collecting Societies

Currently, it is rare to find royalties or residuals as part of a writer's contract in the games industry. However, with the continued employment of film and television writers, in whose industries royalties and residuals are the norm, this payment model is beginning to be added to certain contracts in the games industry.

In cases where this happens the general agreement is to base the calculations of such royalties and residuals upon the gross profit once the game's development costs have been recouped by the developer.

#### VERY IMPORTANT:

It should be noted that no Writers' Guild agreements include a total buy-out provision, and it is hoped that the practice of denying writers such fees will be addressed, bringing games into line with good practice in parallel entertainment industries.

#### COLLECTING AGENCIES

At the time of publication, because of the lack of royalties and residuals, no writers' collecting agencies are working within the games industry.

## 11. Credits

There is no standard form of credit, nor a standard style of how credits are presented. In general, credits will appear in one (or all) of three places – In the games manual, in a set of scrolling credits presented once the game is completed, or in a list accessible through one of the main menus. Wherever, or however the credits appear, the writer should be properly and individually credited for their contribution to the dialogue, story and design, if applicable, of the game.

#### JOINT CREDITS

Where several people have been involved in the creation of the story, but the bulk of the work has been done by the writer, then the writer should receive a separate story credit, or preferential billing above the other contributors. The credit, style of credit and positioning should all be specified in the writer's contract. The credit, style of credit prominence and positioning should all be specified in the writer's contract and ideally should be experienced as no less favourable than all the other contributors (as appropriate).

Where the writer's work (story, design or dialogue) is directly used, or forms the basis of the script (prior to translation) in foreign territories,

then the writer should be credited for their work in any localised version of the game.

Other members of the design or the production team should not take joint script credit unless they have contributed 50% or more of the script. This is the same for story input. Where there has been significant input from more than one source then these should be credited separately as ‘additional story ideas’.

## TRANSLATION/LOCALISATION

Where the writer’s work is translated and the game sold abroad, then the writer should have a credit on all overseas and foreign language sales. Where the writer is translating, or localising the script then they should be credited as translator or as ‘English script by’.

## 12. Schedules of Employment

### LENGTH OF EMPLOYMENT

The length of employment with start and end dates and appropriate milestones should be set out in the writer’s contract. Where these vary then appropriate recompense should be paid to the writer.

### NOTES AND REDRAFTING

Turnaround times for notes on scripts should be agreed in advance with the production company. The Guild recommends that the writer make note of all the dates upon which they submit the work.

No matter how much a writer wants the job, they shouldn’t promise the moon nor the games company ask it of them! Agree realistic delivery dates in advance. Too tight a schedule leads to late delivery or rushed work, meaning additional time in re-writes and an unhappy writer and client.

### READ-THROUGH/RECORDING

Script changes often take place at either the read-through, or recording stages. It is to the producer’s benefit to consult the writer and/or have the

writer present, subject to availability. When present they should be paid their daily rate plus expenses.

### ISSUE OF CONTRACT

A contract should be issued before the writer begins work on the project.

## 13. Complimentary Copies

It is normal for the writer to receive at least two copies of the completed game as soon as the game is published. The writer should also receive a copy of each conversion or port of the game as long as the writer has completed at least 50% of the converted script. This means that should the game be ported from the PlayStation 3 to the X-Box 360 then the writer should receive a copy of both the PlayStation and the X-Box versions of the game.

## 14. Equipment

The writer will be expected to have their own reasonable specification PC (generally a PC rather than a Mac) and access to a broadband internet connection. This is because a lot of work will be done via email and the writer will often have to download or upload large files.

Writers are not expected to provide every console or game platform. Where the employer requires the writer to play, or test certain areas of the game then they should provide the writer with an appropriate console free of charge for the duration of the contract. Sometimes, where the writer lacks the appropriate consoles, games will be able to be played on a PC with the relevant software. Again, the employer should supply the writer with the necessary software and technical support.

## 15. Pension

The Guild offers writers and employers a pension scheme. This pension scheme forms part of agreements with other entertainment industries. Writers are advised to add this pension to their games contracts. The

Writers' Guild of Great Britain Pension Scheme (“WGGB Pension Scheme”), allows a member of the scheme to direct 5% of the Fee (subject to a specified maximum) to be set aside from the payments to the writer. This amount will be paid into the specified scheme for the writer’s benefit. In addition, the games company should then also contribute a further amount equal to 7.5% of the Fee (subject to a specified maximum) into the scheme.

Writers are strongly advised to seek professional advice before signing any contract.

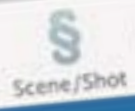
## **DISCLAIMER**

The information and materials contained in these guidelines and accompanying documents are intended as a general guide only. Nothing in these pages constitutes specific advice and the WGGB does not accept any responsibility for any loss which may arise from reliance on such information/materials. No guarantee is given as to the accuracy and/or completeness of the information/materials contained in these pages and the WGGB does not warrant that these guidelines or their contents or the website on which they appear or any hypertext links are virus free or uncontaminated. The WGGB advises that you should, where appropriate, always seek expert professional advice from the WGGB, or an agent belonging to the Personal Managers’ Association, or a solicitor.

**Writers' Guild of Great Britain  
15 Britannia Street  
London WC1X 9JN**

**Tel: 020 7833 0777  
admin@writersguild.org.uk  
www.writersguild.org.uk**

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Dialogue  
Current Element

<b>Agency</b>	MyWords	<b>Writer</b>	Joanna Bloggs
<b>Client</b>	The Video Farm	<b>Producer</b>	Jay McBigg
<b>Project</b>	The Writer's Guild Guide	<b>Director</b>	Flash Gardener
<b>Title</b>	The Guidelines	<b>Art Director</b>	Ivor Crayon
<b>Subject</b>	Writers	<b>Medium</b>	Game
<b>Job #</b>	0013	<b>Contact</b>	John Smythe
<b>Code #</b>	AV2006	<b>Draft</b>	17

VIDEO

- Camera pans over writer's shoulder. She's looking at a cheque on her desk.

- Close-up of writer talking into phone.

AUDIO

Is this all I get?

:

Writer's Guild here. Can we help?