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Q: If a writer is an itty-bitty minnow in the very big pond of a large agency, is it okay for the writer to "shop" scripts that his agency isn't interested in?

Whether you're an itty-bitty minnow in a pond the size of CAA or the prize catch at the top of your smaller agency's limited client list, you're certain to be putting your representative (and by extension yourself) in an awkward situation if you're thinking about "shopping" a script on your own. Regardless of the size of your agency, if they're doing any kind of professional job of representing you and they've decided to hold back any of your material from immediate submission there is very likely a good reason behind the restraint. Perhaps the market is currently saturated with (or not ready for) the style or subject matter of the project in question; perhaps your representatives feel submitting lesser material in tandem with the projects they're currently pushing can only distract from the more worthy material; or maybe some of your scripts just aren't good enough to see the light of day. You should realize that your agent might have any number of strategies in mind when he tells you that he doesn't think one of your scripts is currently ready for the block.

The real question behind this scenario is not whether or not you should try and "shop" material behind your agent's back (if you've signed any kind of a contract of service with your agency then such an option becomes not only vulnerable to a moral but a legal debate). What you should really be asking yourself is whether or not you trust your representation. Are they servicing you the way you need to be (which is not always the same thing as how you *want* to be) serviced? Have you discussed any of the above considerations with your agent? Remember that you don't always have to agree with your agent as long as you can trust in his ability to represent your interests. You pay an agent a portion of your earnings because he's supposed to be the one with the best chance of selling your material. In turn, he took you on in the first place because he felt you were the kind of writer whose material he could align with the right market at the right time. In the best of scenarios this should be a mutually beneficial relationship. So just be sure you've thought all of these possibilities through (and even discussed them with your agent) before you start blaming your representation for problems that might just be your own.

Q: I know plagiarism lawsuits are based on "access" (access to the script must be proven as in the *Coming To America* case). Since the 1979 Copyright Law changed the landscape of "Proof of Authorship," is there a real need to pay for WGA registration or U.S. Copyright? Is registration really necessary to prove authorship?

Let's be very clear on this very important point: no treatment, story or script should ever be given to third party (not your agent; not a candy toting producer; not even your darling mother's best friend and bridge partner Louise) unless it has first been registered with the WGA. You can wax

judicial about the elusive “Proof of Authorship” for as long as you like, as well as pointing out any number of interesting and insightful plagiarism lawsuits, but one simple fact remains: a WGA registration (whether for an arbitration hearing or court case) is the clearest and cleanest proof of authorship you can provide yourself. Without such solid proof of document registration what would you plan on showing to that disbelieving arbitrator or judge in the sad eventuality that somewhere down the road someone does try and steal your original idea? The printout from an e-mail attachment you sent to yourself? The postmark on a dusty manila you mailed to yourself back in fourth grade? A letter of recommendation from your aforementioned (and by now very disappointed) mother?

When it comes down to proving a plagiarist’s “access” to your material, you’re likely to end up chasing down submission paper trails, agency and production company word of mouth and errant copies of your script that might be floating out there somewhere (or even on the Internet). This can be a grueling and often ultimately fruitless task. The one constant a writer has on his side when fighting such a battle is the simple but concrete proof that he took the time to write down his ideas and register those ideas on a certain date with the WGA. The majority of WGA arbitration cases come down to looking at two registered documents and deciding if the first (the one that was actually sold/produced) is similar enough to the second (your precious and original material) to merit the claims of plagiarism. So with all that in mind, why don’t you take a moment to stop and think about how you could possibly spend so much time and energy trying to justify yourself out of paying a few extra bucks to register your material as best you can. As a writer, I would have thought your career and livelihood was worth more than a nominal fee…

Q: How knowledgeable are Hollywood agents about Canadian and foreign production companies, their projects and their needs?

As continuously as the mechanics and laws that apply to foreign markets seem to change (and often completely independently of the American film industry) it’s a wonder that any of us can find the time to keep up with such an ever-expanding marketplace. Just keeping a finger on the pulse of the lucrative American markets can sometimes seem challenging enough. In order to significantly dip its toe into those foreign waters, an agency would need to manufacture the kind of interest and manpower that the smaller companies are rarely able to supply. If you’re interested in exploring the unique tastes and slightly less stable markets outside of our borders, your best bet is to look for representation at a larger agency known for its bi-coastal depth and international access. Other than that, I can only wish you luck.