

Standard Freelance Editorial Agreement

In a perfect world, once a job was under way, nothing would go wrong. You'd know what was expected, do your work, and get paid on time. However, more than one freelancer has horror stories about crossed communication, excessive demands, unreasonably delayed cheques, or (fortunately rarely) outright refusal by the client to pay.

In 1985, for the legal protection of freelance editors, the association created the Standard Freelance Editorial Agreement ("the contract"). A version updated in May 1999 is now available in three electronic formats: you can print it out as is or modify it to fit your needs.

The agreement spells out editorial responsibilities; specifies the agreed fees, reimbursements, and deadlines; and states what terms shall apply if either party terminates the contract before completion. Schedule A clearly defines various editorial activities so that the editor and the client can agree unambiguously on the work to be done. The completed form is a binding legal document.

The Editors' Association of Canada/Association canadienne des réviseurs (EAC/ACR) approved this model on May 15, 1999, for the use of its members and the public in preparing editorial contracts. EAC/ACR accepts no liability with respect to the proper completion of the agreement or alterations made to it.

Standard Freelance Editorial Agreement

This agreement is between Jude McCoy (“Editor”) and _____ (“Client”) and concerns the following manuscript:

Author(s): _____

Working title: _____

Length and description of manuscript: _____

1. EDITORIAL TASKS

The Editor agrees to do the following on the manuscript:

(Terms are defined in Schedule A, attached, unless otherwise specified.)

2. DELIVERY

The manuscript is to be delivered to the Editor by the Client on or before _____ (date) by means of (courier, e-mail, or other) in the following format: _____

The projected schedule for completion of the Editor’s work (specify number of iterations, if applicable) is as follows: _____

3. PAYMENT

The agreed-upon editorial fee of _____, based on a flat fee or an hourly rate (\$_____ per hour), is to be paid by the Client to the Editor in the following manner: _____ as retainer, (in advance) and _____ upon completion.

The fee does not include the Goods and Services Tax or other applicable federal or provincial sales taxes.

Payment is to be made within 14 days of invoice. Any payment after the due date is subject to 20 % interest per month (48 % per annum).

The Client will reimburse the Editor for direct expenses incurred in fulfilling this agreement, including:

- photocopying
- inputting
- parking
- couriers and postage
- printouts
- long-distance calls
- travel
- _____

4. TERMINATION

This agreement may be terminated by either party in the event of material change of circumstance, with 14 days’ notice sent in writing to the other party at the address shown below. If the Editor terminates the agreement, the Editor will be paid by the Client for work done up to the date of termination. If the Client

terminates the agreement, the Editor will be paid by the Client for the work done until termination or, whichever amount is greater.

5. SPECIAL CLAUSES

The editorial credit line shall read and shall appear on _____, at the option of the Editor.

Other: _____

6. INDEMNITY

Editing is intrinsically a process of offering advice and suggestions to the Author and Client. In addition to offering such advice and suggestions, the Editor’s responsibility is limited to notifying the Client of any unresolved differences with the Author before the work proceeds to the next stage of production. While the Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Editor from any and all claims or demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the Author or Client in creating the work.

7. APPLICABLE LAWS

The terms of this agreement shall be interpreted according to the laws of (province or territory).

This contract may be changed only by written agreement between the Editor and the Client.

Signed by the parties to this agreement on _____ (date)

Signature: _____

Signature: _____

Editor’s printed name: _____

Client’s printed name: _____

Address: _____

Address: _____

Schedule A Definitions of Terms

Developmental/Project Editing. Co-ordinating and editing a project from proposal or rough manuscript to final manuscript, incorporating input from authors, consultants, or reviewers. Does not include the following unless specified

- budgeting
- hiring
- design supervision
- production co-ordination

Rewriting. Creating a new manuscript or parts of a manuscript on the basis of content and research supplied by Author. Does not include the following unless specified:

- research
- writing original material

Substantive/Structural Editing. Clarifying or reorganizing a manuscript for content and structure. Does not include the following unless specified:

- research
- writing original material
- negotiating changes with Author

Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.

Stylistic Editing. Clarifying meaning, eliminating jargon, polishing language, and other non-mechanical line-by-line editing. Does not include the following unless specified:

- checking or correcting reading level
- creating or recasting tables or figures
- negotiating changes with Author

Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.

Copy Editing. Editing for grammar, usage, spelling, punctuation, and other mechanics of style; checking for consistency of mechanics and for internal consistency of facts; inserting head levels and approximate placement of art; editing tables, figures, and lists; notifying Designer of any unusual production requirements. Does not include the following unless specified:

- Canadianizing
- metrication
- providing or editing art manuscript
- providing or changing system of citations
- editing index
- writing or editing captions or credit lines
- writing running heads
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- editing preface or foreword
- negotiating changes with Author
- seeking approvals from clients' representatives

Notes: The agreement should specify whether changes are to be made to hard copy, to the electronic manuscript, or to both.

“Copy editing” is often loosely used to include stylistic and even structural editing, fact checking, and mark-up. It is not so used in this agreement. These other tasks must be specified.

Mark-Up/Electronic Coding/Tagging. Inserting codes to manuscript, either on hard copy or electronically, to indicate design elements. Does not include the following unless specified:

- creating design in the electronic file
- creating art

Fact Checking/Citation Checking/Reference Checking. Checking accuracy of facts and quotes by reference to original sources used by Author or to other reference sources.

Indexing. Producing a key to the contents of a work. Includes reading and analyzing the work; choosing subjects, concepts, and other elements that together form a systematic

guide to the information contained in the work; arranging these elements into entries consisting of headings and subheadings and their locators (for example, page numbers); and arranging the entries alphabetically or in some other searchable order.

Note: The agreement should specify whether the Client will provide a style sheet.

Picture Research. Locating suitable photos or artwork. Does not include the following unless specified:

- reading manuscript and composing picture list
- setting and maintaining budgets
- searching for artists' references
- obtaining pictures and permission releases
- arranging for and supervising set-up shots
- editing and choosing pictures
- writing captions, labels, or source lines
- organizing pictures for scanning
- returning pictures
- negotiating usage fees
- sending final usage letters

Permissions. Locating source information and obtaining permission releases for copyrighted material. Does not include the following unless specified:

- reading manuscript and composing list of permissions needed
- setting and maintaining budgets
- negotiating usage fees

Production Co-ordination. Co-ordinating and supervising design, formatting, and proofreading stages, and ensuring integration of design and content. Does not include the following unless specified:

- preparing printer's specs or obtaining quotes
- formatting
- proofing
- inputting changes
- checking vandykes/blues or other types of proofs and film

Note: Projects are assumed to be one colour only unless otherwise specified.

Proofreading. Checking proofs of formatted, edited material for adherence to design and for minor, mechanical errors in copy (such as spelling mistakes or small deviations from style sheet). Does not include the following unless specified:

- incorporating or exercising discretion on Author's alterations
- copyfitting
- checking accuracy of running heads and folios
- checking page breaks
- inserting or checking page numbers to contents and page references
- marking colour breaks
- flagging or checking location of art

Notes: The agreement should specify whether proofs are to be read in isolation or "to copy" and whether a style sheet will be provided. It should also specify whether proofs are first, second (or subsequent), or final pages.

"Proofreading" is often loosely used to include copy editing and other tasks. It is not so used in this agreement. These other tasks must be specified.

Desktop Publishing. Creating a formatted document from an electronic manuscript according to a Designer's instructions or a style template. Includes sizing and placement of art and setting front and back matter. Does not include the following unless specified:

- establishing design
- creating cover art
- formatting index

Note: Projects are assumed to be one colour only unless otherwise specified.

Many editorial and production stages have the potential to require follow-up in the form of (1) editing and incorporating Author's responses and (2) checking corrections after they have been input. This agreement does not include responsibility for such follow-up unless specified (e.g., "copy editing, including incorporating author's responses to queries and checking the input thereof").