Sample Indexing Agreement

AGREEMENT made between \*\*\*\*\* (Indexer) and \*\*\*\*\* (Client).

**MANUSCRIPT PREPARATION**

**1. The Work.** Indexer shall prepare index entries to \*\*\*\*\*\*\*\*\*\*\*\* (the “Work”) in accordance with proper and agreed indexing style. (Insert references here to any style manual, list of requirements, etc.)

**2. Delivery of Work.** Client shall deliver the text to be indexed to Indexer according to following schedule:

Indexer shall deliver the completed index to client according to the following schedule, assuming all pages are provided to Indexer in good time:

**3. Format.** The Work shall be delivered by Indexer to Client in the following format:

**4. Acceptance of Work.** Client will accept the Work (“Acceptance”) if Indexer delivers the Work in a form and content in accordance with proper and agreed indexing style and satisfactory for the market for which the Work is intended. If Client does not accept the Work, Client has no right to use or publish any portion of the Work except by separate arrangement with Indexer.

**TERMS OF PUBLICATION**

**5. Copyright.** Client understands and acknowledges that Indexer owns the Work until final payment is made by Client to Indexer. Once the final payment is received by Indexer, however, Indexer understands and acknowledges that ownership passes to Client, and Client has the right to apply for and obtain copyright protection for the Work.

**6. Compensation.** Client agrees to pay Indexer a fee of \*\*\*\*\*\* per page of indexable text for preparation of the Work. Full and final payment of this fee will be made upon Acceptance. Interim pay- ments will be made by Client to Indexer according to the following schedule, invoiced with the following schedule of deliverables:

**7. Indexer’s Representations and Warranties.** Indexer represents and warrants:

(a) Indexer shall be the sole indexer of the Work and has the exclusive right and power to enter into this Agreement OR (a) Indexer shall engage and manage

reputable and appropriate subcontractors to assist in creating the Work, and shall practice overall editorial control of the Work;

(b) The Work will not infringe on any existing copyright or right of privacy or contain actionable defamatory matter; and

(c) The representations and warranties set forth in this paragraph 7 shall survive the termination of this Agreement and shall extend to Client and its licensees, successors, and assigns.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Client) Date:

Indexer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security or Tax ID Number: Date:

*(Sample agreement adapted from ASI contract template by Kate Mertes. Used by permission.)*