

Agreement for Editing Services

Parties

This Agreement is between _____ (“Editor”), operating in the province/territory of Ontario, Canada, and _____ (“Client”):

Editor

EDITOR NAME:

EDITOR TELEPHONE:

EDITOR EMAIL:

Client

CLIENT NAME:

CLIENT ADDRESS (Optional):

CLIENT TELEPHONE:

CLIENT EMAIL:

The Parties agree as follows:

Effective Dates

1. This Agreement will begin on (Date) and continue until terminated, as provided in this Agreement.

Statement of Work to be Completed

The Statement of Work

Project Description

2. Details

- a. Number of Words: ____ Pages ____ Font: ____ Spacing: (Double ____ Single ____ Other ____)
- b. Type of writing to be edited: Academic ____ Technical ____ Specialized ____ Creative ____ Colloquial ____ Other ____
- c. Style, if applicable, APA ____ MLA ____ Other ____
- d. Additional Notes:

Type of Editing and Work Plan

3. The project **does/does** not include multiple drafts, i.e., one edit or additional process requiring one or more exchanges.
4. The work plan is as follows: (description)

An example: *Client sends email to Editor for quote ⇨ Editor sends quote and agreement doc. to Client ⇨ Client returns signed agreement (X amended, X enacted or terminated) with doc. to be edited and first half of balance to Editor ⇨ Editor returns copy of signed agreement to Client for their records ⇨ Editing begins and is returned to client no later than _____ – (two edits and dates may have been agreed to, so) ⇨ Client submits their revisions (at agreed date) ⇨ Editor does final revision and returns to Client with thanks and reminder of balance owed ⇨ Client submits balance owing.*

Meetings

5. If contact beyond written communication will need to take place for brevity or clarity, which preferred platform will be utilized? (Zoom, WhatsApp, FaceTime...). _____

Changes and Additions

6. Any additions or changes to the project will modify the Statement of Work, and may change the due date, and may be billed as additional work. Changes made to material that has already been submitted to the Editor, and editing is underway, may be considered additional work to be billed, though not exceeding 25% of the initial agreed upon final price.
7. The Editor will keep the Client informed of additional work that is required or recommended and request the Client's approval; this would also include associated expenses, and/or changes in the project deadline.
8. The Client and Editor agree that requests for additional work and renegotiated deadlines or fees will be in writing as described under Notice.

Deadline

9. The work plan requires that both the Client and the Editor meet the agreed milestones. Adjustments to the work plan may be required if the agreed milestones are not met.

Delivery Details

10. The Editor will deliver final product using (provide description of preferred method, e.g., email attachment, writing program, Canada Post, fax...). _____
11. **Inherent Qualities:** It is the Client's responsibility to ensure the safekeeping and stability of the files once the Editor has released them to the Client.

Financial Details

Fees/Rate

12. The Editor's fees are determined by the number of words and could include unforeseen complexities, such as with an

abundance of ESL interference errors.

13. After March, **applicable taxes** will be charged if the Client resides in Canada.
14. Hourly time is billed for **Beta reading** and editing. Amount will be negotiated between parties.
15. The Client will pay the Editor as follows: the first half of the predetermined fee is to be submitted with the Client's initial document. The remainder of the fee is due when the final product is returned to the Client.
16. **Expenses:** The Editor does not foresee any additional expenses. However, should there be any, the Editor will notify the Client beforehand, and the Client may need to reimburse the Editor for expenses incurred in fulfilling this agreement.
17. **Invoicing:** The Editor will invoice the fees when the project is complete. All work, including edits, draft, notes and research is the exclusive property of the Editor until the Client's account is paid in full. Once the Client pays all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to the Client.
18. Under Canadian law, copyright in an original work automatically belongs to the person who created the work. Editing that work does not change the author's copyright in the original work, but the editor could claim copyright in the edits. Also, depending on the extent of editing, the edited version of the original work could be considered its own original work (sometimes known as a derivative work). Copyright in that changed version would rest with the editor. (See the Canadian Intellectual Property Office's "Guide to Copyright" for more information: http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr02281.html.)
19. **Overdue Payments:** The exchange of monies is arranged in good faith. The Client will pay the Editor within 2 days once receiving the Editor's invoice. Any payment after the due date is subject to late fees of 2 % per month (26.8 % per year).

Other Terms and Conditions

Editor's Status

20. The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Client and the Editor.
21. At the option of the Editor, the Client may credit the Editor for certain work developed under this Agreement.

Confidentiality and Non-Disclosure

22. The Client will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with the Client's written consent or as required by law, with prior notice to the Client.

23. The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor's own confidential information. The Editor will promptly return to the Client or destroy, as directed by the Client, confidential information and any other Client property requested by the Client at any time.
24. The Editor will not make any unauthorized use of any of the Client's trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

Use of Copyrighted Work

25. The Editor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist the Client in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, the Client accepts responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

Warranties

26. Editing is a process of offering advice and suggestions to the Client. While the Editor will make every effort to identify and bring questionable material to the Client's attention, it is not possible to guarantee error-free content.
27. The Editor's responsibility is limited to notifying the Client of any suspected or unresolved issues within the edited work. The Client is responsible for accepting (or rejecting) the Editor's suggestions and resolving any issues identified by the Editor (e.g., suspected plagiarism).
28. Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay the fees outlined in this Agreement.

Indemnity and Liability

29. The Editor will comply with all applicable laws in the course of performing the services.
30. The Client agrees to indemnify the Editor from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Client in writing, revising, publishing, or otherwise using the work.
31. Failure to Perform: If the Editor cannot perform the duties outlined in this Agreement for reasons beyond the Client's or Editor's control, the Editor will refund any amount paid by the Client for services not delivered (including any unearned portion and excluding any portion of a deposit, if paid). The Client will not have any further liability with respect to the Agreement.
32. The Editor will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability

also applies if information or materials are damaged or lost without fault on the part of the Editor.

Termination

33. This Agreement may be terminated by the Client or the Editor with at least (# days ____ / # hours ____) notice. If the Agreement is terminated, the Client will pay the Editor, as specified under Financial Details, for work done and expenses incurred up to the date of termination.
34. An Editor may have lost opportunities to take on other paying work if a project is rescheduled, postponed, or cancelled with short notice. To compensate for this financial loss, it is customary to include in the agreement what is commonly referred to as a “kill fee.” The first half of the payment (or portion thereof, depending on the length of time spent on the project) will be the “kill fee”. Any amendment to the kill fee must be agreed upon by both parties.
35. The provisions of this Agreement that by their nature are intended to extend beyond its termination will survive and remain in effect despite the completion of the services or the termination of the Agreement. This includes the sections of this Agreement required for its interpretation and enforcement.

Notice

36. Notice by one party to the other or for the purposes of this Agreement (including for the purpose of modifying it) will be in writing and will be personally delivered, faxed, emailed or sent by prepaid mail. In most cases, email will be the mode of delivery.
37. Communications sent by prepaid mail will be considered to have been given and received on the fourth business day after the day of mailing. Communications by fax or email will be considered to have been given and received at the time of delivery or transmission if that delivery or transmission occurs prior to 4:00 p.m. on a business day, failing which, the communication will be considered to have been given and received on the next business day. For the purposes of this Agreement, a business day means any weekday that is not a holiday.

Dispute Resolution

38. The Client or the Editor may request that any dispute arising out of this Agreement be submitted to binding arbitration before a mutually agreed-upon arbitrator in accordance with the arbitration legislation of the governing province or territory. The arbitrator’s decision or award will be final.

Applicable Law

39. This Agreement will be governed and interpreted in accordance with the laws of Canada and the province of Ontario.
40. If any part of this Agreement is found to be unlawful, void, or for any reason unenforceable, it will be considered separate from this Agreement and will not affect the validity and enforceability of the remaining Agreement. If either the Client or the Editor waives a breach or default under this Agreement, the waiver will not apply to a repeat of the same breach or to a breach or default of another clause in the Agreement.

Modification of Agreement

41. Any modification of this Agreement must be in writing and acknowledged in writing by both the Client and the Editor.

Signatures

42. The Client and the Editor each confirm that they have full power and authority to enter into this Agreement and acknowledge that their electronic signatures are sufficient proof of accepting the terms of this Agreement.

DATE:

Editor

Client