Agreement Template for Editing Services

# Preamble

The Editors’ Association of Canada (Editors Canada) developed this template for members to use when preparing agreements for editing services. The terms and conditions suggested here align with the recommendations and requirements of the *Professional Editorial Standards* (<http://www.editors.ca/publications/professional-editorial-standards>) and provide the basis for a successful working relationship between a client and an editor.

This template is not a complete agreement. It offers a framework with suggestions for drafting a document that reflects the agreement each editor should reach with a client about the work to be done. Some sections may not apply to a given situation. Editors will need to determine which clauses best reflect their needs and whether some clauses need to be added, modified, or removed to reflect the circumstances.

This template was developed for use in Canadian common law jurisdictions. The laws of other countries and the laws specific to the province of Quebec have not been considered.

# Disclaimer

The information contained in this template is not legal advice and should not be treated as a substitute for advice from a legal professional. Editors Canada accepts no liability for documents created with this template.

# Using the Template

This template has been prepared for use as a Microsoft Word document. Space for details is indicated by shaded Text Form Fields, for example, {write details here}. To add text, simply select the field and type. There is no limit to the amount of text you can add in each field.

Suggestions for using the template, and additional or alternative clauses you may want to consider, are included in the document as “hidden text”:

These notes appear in small, blue font with a broken underline.

If you do not see a line of hidden text immediately above this paragraph (shown in small italic font), the following instructions will help you correct the problem.

You can control whether you **see** hidden text by changing Word’s **viewing** options. You can control whether you **print** hidden text by changing Word’s **printing** options. For instructions on how to do this, consult the Help files for your version of Word.

To use clauses suggested in the hidden text, change the **style** of the hidden text to **Normal** and number the paragraph or, if the style is available in your document, change the hidden text to **Numbered Para**. For instructions on using styles, consult the Help files for your version of Word.

You should delete any remaining hidden text before providing your client with a copy of the completed agreement.

Agreement for Editing Services

# Parties

This Agreement is between {Name} (“Editor”), operating in the province/territory of {Province/Territory}, Canada, and {Name} (“Client”):

## Editor

**EDITOR NAME** {Name}

**EDITOR ADDRESS** {Address}

**EDITOR TELEPHONE** {Telephone}

**EDITOR EMAIL** {Email}

## Client

**CLIENT NAME** {Name}

**CLIENT ADDRESS** {Address}

**CLIENT TELEPHONE** {Telephone}

**CLIENT EMAIL** {Email}

If there is more than one person on the client’s team, you may want to have the client identify a primary contact who can triage issues and provide approvals. Use the following lines to add that person’s information here:

**CONTACT NAME** {Name}

**CONTACT ADDRESS** {Address}

**CONTACT TELEPHONE** {Telephone}

**CONTACT EMAIL** {Email}

The Parties agree as follows:

# Effective Dates

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

If the agreement is for a specific term or specific project, this clause could be rephrased as follows:

This Agreement will begin on {Date} and continue until {Date OR Event}, unless terminated earlier, as provided in this Agreement. The term of this Agreement may be extended if both the Client and the Editor agree in writing.

If the agreement is long term, consider whether you want to use an end date to ensure that you and your client revisit the agreement at some point, providing you with the opportunity to review pricing and terms of work.

# Statement of Work

The Statement of Work establishes what tasks you will and will not perform. Taking time to clearly describe the work will help prevent uncontrolled change or growth in a project’s scope.

## Project Description

1. {Describe the project.}

The information you include in the project description will depend on the project, your client, and how you work. If the agreement is for a specific project, you may want to use some or all of the following headings, or add other headings of your own, to describe the project:

Title of the document or product: {Title}

Number of pages and/or words: {# words/pages}

Purpose of the finished product: {Purpose}

Intended audience: {Audience}

Format of the final product: {e.g., print (magazine, hardcover book, newsletter) or electronic (pdf, e-book, HTML)}

If the agreement involves multiple documents or ongoing services, you will want to adjust the project description accordingly, perhaps listing the documents in a table, or if you are contracting for ongoing services, giving a more general description of the work.

## Type of Editing and Work Plan

1. {Describe the type of editing required.}

Describing the level of editorial intervention is arguably the most important part of the agreement. You should take great care to describe the extent of the edit to be applied: the stage or stages (e.g., structural editing, stylistic editing, copy editing, proofreading) and the level of edit (e.g., heavy, light).

When describing the tasks and stages of editing, you may find it useful to refer to and even copy the relevant descriptions from the Professional Editorial Standards (<http://www.editors.ca/publications/professional-editorial-standards>) or the definitions provided by Editors Canada (<http://www.editors.ca/hire/definitions.html>). Whatever terminology you use, ensure that you and your client both understand and agree on what work will be done.

When describing the work, also consider whether it will be done on paper or electronically (using track changes and comments in Word, Adobe comments and mark-up in a PDF file, or changes made in HTML or mark-up), or provided in some other format, such as in an editorial letter or email.

1. The project {does/does not} include multiple drafts. The work plan is as follows: {description}.

When specifying the number of drafts, also consider whether you will be responsible for further edits at another stage. For example, will you undertake further edits if an article submitted to a journal is sent back to the author with requests for changes? As well, consider who will deal with your proposed edits and queries. For example, will your client apply the suggested edits or provide you with responses and expect you to prepare the final draft?

1. The Editor will deliver the completed product to the Client by {method of delivery, e.g., email, Express Post, uploaded HTML} on or before {date}.

Deadlines may change, but starting with an agreed-upon deadline establishes a benchmark that helps to manage expectations and allows you to consider how to address changes, for example, charging an additional fee if the deadline is moved up.

## Place of Work and Meetings

1. {State where the work and meetings will take place.}

Specifying where the work and meetings will take place may affect the resources you will need and the fees you will charge. It may also be especially relevant as a freelancer to establish that you are a self-employed individual and not an employee of the client. (For more details, see Revenue Canada’s publication “RC4110: Employee or Self-employed?”: <https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/rc4110-employee-self-employed.html>.)

When describing where the work and meetings will take place, consider, for example, whether it is an on-site job with the expectation that you will work from the client’s office or if you will be working from your own office. Are there certain meetings to attend? If so, how often and where?

If meetings are planned, consider specifying whether a project fee includes a certain number of meetings or if your time at meetings will be charged at an additional rate. If the project is based on an hourly rate of pay, you will want to clarify whether your regular hourly rate applies to time at meetings. One of the following clauses could be used:

The project {includes/does not include} {#} meetings. Time spent at additional meetings will be charged at the hourly rate of ${0.00}. Meetings include those conducted in person, by phone, or electronically.

OR

Unless otherwise agreed in writing, the regular hourly rate {will/will not} apply for meetings. Meetings include those conducted in person, by phone, or electronically.

## Changes and Additions

1. Any additions or changes to the project will modify the Statement of Work, may change the due date, and may be billed as additional work. Changes made to material that has already been submitted to the Editor for editing may be considered additional work.
2. The Editor will keep the Client informed of additional work that is required or recommended and request the Client’s approval for any additional work, associated expenses, and change in the project deadline.

Some editors choose to charge an additional fee if a client requests a faster turnaround time, such as when a client has missed a target date but still wants the editor to maintain the schedule, or when the client’s own circumstances change. The following clause may be useful for that purpose:

**Rush Work**: Any work required before an agreed deadline or rush work that is needed to compensate for targets missed by the Client will incur a surcharge of {#}% for that portion of the work.

1. The Client and Editor agree that requests for additional work and renegotiated deadlines or fees will be in writing as described under Notice.

Documenting changes in writing does not necessarily require an amendment to the agreement. An exchange of emails outlining and acknowledging the agreed changes may be sufficient.

## Deadline

1. 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

1. {Describe what you will be returning to your client and how.}

Depending on the nature of the project, you may have research materials or client documents to return with the completed product.

Consider how the final product will be delivered. For example, will you provide the product as a marked-up, printed copy or by email as digital files in DOC (.docx), PDF (.pdf), or another format as requested by the Client?

If sending printed copy, the following clause may be of help:

The final product will be delivered to the Client using a traceable service through Canada Post or courier. Delivery will incur an expense billed to the Client.

1. **Inherent Qualities**: Digital files may become corrupted or erased with improper use, and storage media (e.g., DVDs) may degrade over time. 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

1. The Editor’s fees are ${##.## per X}, plus applicable taxes if the Client resides in Canada. Hourly time is billed {e.g., in quarter-hour segments}. The Client will pay the Editor as follows: {specify details, including payment terms and accepted methods of payment}.

Specify whether fees are a flat rate; per hour, word, or page; or something else. If the fees are hourly, include a provision specifying the segments of time used for billing. The typical segment is quarter-hour, but you may be billing, for example, in five-minute segments or by tenths of hours.

If the terms of the agreement include payment associated with use of the product (e.g., a portion of royalties or licensing fees), you should consider seeking legal advice to ensure that the added terms and language are appropriate.

Many editors choose to require a deposit before beginning work on a project. If that is your preference, the following clause could be inserted here:

**Deposit**: A {non-refundable/refundable} deposit of ${###.##} is required before work will begin on the project. This amount will be credited toward the total amount owing for the project.

1. **Expenses**: The Client {will/will not} reimburse the Editor for expenses incurred in fulfilling this agreement.

If expenses will be reimbursed, consider specifying what expenses will be included, adding to the paragraph a sentence such as the following:

Expenses include {list the relevant expenses}

.

Expenses to be billed could include, for example, photocopying, printouts, long-distance calls, parking, couriers and postage, or travel (mileage or meals).

1. **Invoicing**: The Editor will invoice the fees when the project is complete. All work, including {edits, drafts, 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.
2. 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>.)

Retaining research, notes, and drafts created in the editing process and any copyright that might have developed through editing gives you some leverage if the client does not pay your fees.

When completing this section, also consider interim billing for long-term projects. This helps to reduce the gap between completing the work and being paid and ensures that the client is aware of the total (growing) costs on large projects. Smaller, interim billings may also help you quickly address problems with timely payment. If using interim billing, the following clause could be added to this section:

If the project exceeds {specify number, e.g., 30} days, the Editor will send interim invoices {specify frequency, e.g., monthly} for work completed. The Editor has the right to stop work on the Client’s project if any interim invoice remains unpaid for more than {specify number, e.g., 30} days.

1. **Overdue Payments**: The Client will pay the Editor within {#} days of receiving the Editor’s invoice. Any payment after the due date is subject to late fees of {2}% per month ({26.8}% per year).

To encourage timely payment, agreements typically include a provision for charging late fees on past-due invoices. Requesting payment within 30 days (sometimes referred to as “net 30”) is a common practice; however, some clients may have their own policies. If you do include a clause charging interest on overdue payments, be sure to also include the terms clearly on the invoice. Interest cannot be charged on overdue accounts unless the terms have been specified in an agreement or on the invoice. Canadian legislation requires that you specify both the interest rate by term (e.g., monthly) and if compounding the interest, the effective annual rate. Under Canadian law, you may not charge more than 60% interest per year.

An interest rate converter can help you with compounding and converting between monthly and annual interest rates. The Canada Business Network, a branch of the Government of Canada, provides advice for collecting payments from clients: [https://www.canadabusiness.ca/managing-your-business/day-to-day-operations/protecting-your-business/risk-management/getting-paid-by-your-customers](https://canadabusiness.ca/managing-your-business/day-to-day-operations/protecting-your-business/risk-management/getting-paid-by-your-customers).

# Other Terms and Conditions

## Editor’s Status

1. 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.

Depending on the context, you may want further clarification of your independence from the client. If that is the case, the following clause may be of use:

The Editor is free to provide services to other clients as long as there is no interference with the Editor’s obligations to the Client as outlined in this Agreement.

If you are working for others, the client may want to include a non-compete clause in the agreement. These clauses are controversial; they are considered by many to be a restraint of fair trade and can be difficult to apply. Similarly, if you will be working with the client’s employees or customers, the client may want a non-solicit clause that restricts you from encouraging an employee, client, or contractor to leave the client. If you are asked to include either of these clauses or sign such an agreement, you should consider seeking legal advice.

If the project involves managing a team of independent professionals, a clause could be inserted to clarify your ability to contract for additional services:

**Sub-Contracts**: The Editor may act on behalf of the Client to contract, at the Client’s expense, with other individuals or companies to provide additional services, such as writing, photography, illustration, pre-press services, printing, fabrication, programming, or manufacturing. The Client agrees to pay these expenses and to be bound by the terms and conditions of these sub-contracts.

1. At the option of the Editor, the Client may credit the Editor for the work developed under this Agreement.

Under Canadian law, the creator of original work automatically acquires both copyright and moral rights in the created work. Moral rights do not transfer with copyright. They protect the creator’s choice to be or not be associated with the created work. This means that, as an editor, you can choose whether to be associated with editing work you have done. Note, however, that the moral right to be associated with a work is subject to what is reasonable under the circumstances. For example, a copy editor could not claim an infringement of moral rights if the editor is not identified in a publication that typically does not include the name of copy editors.

## Confidentiality and Non-Disclosure

1. 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.
2. 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.
3. The Editor will not make any unauthorized use of any of the Client’s trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

A client may not always identify information as confidential, even if it is. A clause in the agreement reminding the client to identify confidential information can be helpful. Editors should also be aware of what legally constitutes confidential information: (i) information not public at the time of disclosure but disclosed by one party to the other, and marked or indicated by the disclosing party to be confidential, and (ii) any information that under the circumstances ought reasonably to be considered confidential, whether or not the information is marked confidential.

An editor may be required to disclose confidential information, despite a client’s request, if ordered by a court or the government. If that occurs, you should provide the client with prompt notice before making the disclosure and seek legal advice for yourself.

If you would like to be able to use some or all of the work completed under this agreement in your portfolio, the following clause could be added to this section:

The Client agrees that the Editor may use the product completed under this Agreement as part of the Editor’s portfolio (including websites, galleries, and other media) solely for the purpose of showcasing the Editor’s work but not for any other purpose. The Editor agrees not to publish any confidential or non-public work without the Client’s prior written consent.

## Use of Copyrighted Work

1. 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

1. 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.
2. 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).
3. Rejecting or disliking the Editor’s suggestions is not a basis for refusing to pay the fees outlined in this Agreement.

## Indemnity and Liability

1. The Editor will comply with all applicable laws in the course of performing the services.
2. 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.
3. **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/excluding any portion} of a deposit, if paid). The Client will not have any further liability with respect to the Agreement.

Failure to perform is sometimes referred to as “force majeure.”

1. 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

1. This Agreement may be terminated by the Client or the Editor with at least {# hours’/# days’} 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. Subject to the terms for a deposit, any fees advanced will be credited against the amount due.

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.” If that is your preference, one or the other of the following clauses could be used, depending on whether a deposit was required:

If the project is rescheduled, postponed, or cancelled with less than {# hours’/# days’} notice, or if there is a breach of contract by the Client, the deposit is non-refundable. The Client also agrees to pay all of the Editor’s costs and fees incurred up to the time of rescheduling, postponing, or cancelling.

OR

If the project is rescheduled, postponed, or cancelled with less than {# hours’/# days’} notice, or if there is a breach of contract by the Client, the Editor will charge a cancellation fee of ${###.##}. The Client also agrees to pay all of the Editor’s costs and fees incurred up to the time of rescheduling, postponing, or cancelling.

1. 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

1. Notice by one party to the other under or for the purposes of this Agreement (including for the purpose of modifying it) will be in writing and will be {personally delivered or sent by fax, email, or prepaid mail} to the address set out at the beginning of this Agreement.
2. 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

1. 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

1. This Agreement will be governed and interpreted in accordance with the laws of Canada and the province/territory of {province/territory}.

Laws vary by jurisdiction; therefore, the agreement should specify which laws will apply to the agreement. This will avoid any confusion or conflict if you work for a client in another province, territory, or country.

1. 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

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

The Agreement refers in several places to documenting changes in writing. This does not necessarily require an amendment to the agreement. An exchange of emails outlining and acknowledging the agreed changes may be sufficient.

# Signatures

1. 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**: {Date}

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**Editor** **Client**
{Editor’s Name} {Client’s Name}