
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”:

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}

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

Project Description

2. {Describe the project.}

Type of Editing and Work Plan

3. {Describe the type of editing required.}
4. The project {does/does not} include multiple drafts. The work plan is as follows: {description}.

5. 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}.

Place of Work and Meetings

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

Changes and Additions

7. 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.
8. 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.
9. The Client and Editor agree that requests for additional work and renegotiated deadlines or fees will be in writing as described under Notice.

Deadline

10. 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

11. {Describe what you will be returning to your client and how.}
12. **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

13. 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}.
14. **Expenses:** The Client {will/will not} reimburse the Editor for expenses incurred in fulfilling this agreement.

[Expenses include {list the relevant expenses}](#)

15. **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.
16. 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.)

17. **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).

Other Terms and Conditions

Editor's Status

18. 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.
19. At the option of the Editor, the Client may credit the Editor for the work developed under this Agreement.

Confidentiality and Non-Disclosure

20. 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.
21. 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.
22. 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

23. 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

24. 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.

25. 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).
26. Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay the fees outlined in this Agreement.

Indemnity and Liability

27. The Editor will comply with all applicable laws in the course of performing the services.
28. 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.
29. **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.
30. 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

31. 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.
32. 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

33. 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.
34. 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

- 35. 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

- 36. This Agreement will be governed and interpreted in accordance with the laws of Canada and the province/territory of {province/territory}.
- 37. 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

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

Signatures

- 39. 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}

Editor
{Editor’s Name}

Client
{Client’s Name}