

## Standard Freelance Editorial Agreement

Between:

**Chris Lendrum (“Editor”)**

and

\_\_\_\_\_ (“Client”)

This Agreement pertains to the editing of the Document written by \_\_\_\_\_ (Client), a \_\_\_\_\_ (description of Document, including length) entitled \_\_\_\_\_.

This Agreement shall be made and signed in duplicate.

### 1. EDITORIAL TASKS

The Editor hereby agrees to do the following work on the Document:

- a) Proofreading (as defined in Schedule A).
- b) Copyediting, including editing for syntax, punctuation, basic grammar, and suspect word choice.
- c) ensure that all citations and the bibliography conform to the necessary style guide (to be provided by the Client).
- d) avoid altering the substance of the argument or the language of the content in any way that changes the meaning or organization of the information. This includes: rearranging paragraphs or sentences, rewriting sentences, or adding material.
- e) when in doubt, the Editor will not make a change to the Document; instead, he will highlight the problem to bring it to the Client’s attention (in order to preserve the integrity of the work) and to provide an explanation of:
  - i.) why it is potentially a problem, and
  - ii.) potential solutions.
- f) all changes will be made to an electronic version of the Document (.doc file, with tracked changes); supplemental notes will appear in marginal comments.
- g) a final debriefing listing the reasons for the changes and further suggestions will also accompany the revised Document when it is returned to the Client.

### 2. SCHEDULE OF WORK

The Client hereby agrees to deliver the Document to the Editor on or before \_\_\_\_\_ (Date), by means of e-mail using a Word Document file type (.doc).

The Editor hereby agrees to deliver the revised Document, as per the Editorial Tasks noted above, to the Client by \_\_\_\_\_ (date). The revised Document will be sent to the Client by means of e-mail using a Word Document file type (.doc).

### 3. PAYMENT

The agreed-upon editorial fee ("Fee") for the Editorial Tasks is \_\_\_\_\_(fee), based on a flat fee. This fee is exclusive of the Harmonized Sales Tax of Ontario, which will be levied at the time of invoicing.

The Client will pay the Fee to the Editor in the following manner:

1. The Client will provide payment of \_\_\_\_\_ ("Deposit") to the Editor, in the form of a money order or certified cheque, to accompany the submission of the Document. The money order or certified cheque must be made payable to "Scriblerus Communications."
2. Upon completion of the Editorial Tasks, the Editor will provide the Client with an invoice for the full Fee \_\_\_\_\_ (Amount) less the Deposit (\_\_\_\_\_) to outline the remaining balance owing (\_\_\_\_\_). The invoice will accompany the revised Document, to be sent to the Client by the Editor. The invoice will be sent to the Client via email at (\_\_\_\_\_).
3. The Client will provide payment of the remaining balance owing, as outlined in the invoice from the Editor, by money order or certified cheque. The money order or certified cheque must be made payable to "Scriblerus Communications." Payment must be made to the Editor by the Client within 30 days of receiving the invoice.

All payments from the Client to the Editor will be sent to the following address:

Scriblerus Communications  
709-200 Rideau Terrace  
Ottawa, ON  
K1M 0Z3

### 4. TERM AND TERMINATION

This Agreement takes effect as of the date of the last signature, as evidenced below, and ends \_\_\_\_\_ (Date), when all Editorial Tasks have been completed.

This Agreement may be terminated by the Editor or the Client in the event of material change of circumstance, so long as the party initiating the termination provides seven (7) business days' notice, in writing, to the other party.

If the Editor terminates the Agreement, the Editor will be paid by the Client for the 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 up to the date the termination takes effect, unless otherwise agreed to by the Editor.

### 5. ACKNOWLEDGEMENT

This clause will be waived.

**6. INDEMNITY**

Editing is intrinsically a process of offering advice and suggestions to the Client. In addition to offering such advice and suggestions, the Editor’s responsibility is limited to notifying the Client of any unresolved issues with the Document 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 Client in creating the work.

**7. APPLICABLE LAWS**

The terms of this Agreement shall be interpreted according to the laws of Ontario.

This Agreement may be changed only by written consent of both the Editor and the Client.

**8. CONFIDENTIALITY AND COPYRIGHT**

The Editor agrees to treat the Document as confidential. All content of the Document will remain the exclusive, copyrighted property of the Client, \_\_\_\_\_.

**This Agreement is hereby signed and authorized by:**

Signature of the Editor: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Lendrum, PhD

Signature of the Client: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name

Property of Scriblerus Communications

## Schedule A Definitions of Terms

**Developmental/Project Editing.** Co-ordinating and editing a project from proposal or rough Document to final Document, 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 Document or parts of a Document 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 Document for content and structure. Does not include the following unless specified:

- research
- writing original material
- negotiating changes with Author

**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

**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 Document
- providing or changing system of citations
- editing index
- writing or editing captions or credit lines
- 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

- writing running heads

*“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 Document, 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.

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

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

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

- reading Document 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
- inputting changes
- formatting
- checking vandykes/blues or other types of proofs and film
- proofing

*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

*"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 Document 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").*