

*The Society of Editors (Vic) Inc. has approved this model for the use of its members.
It should be read in conjunction with the 'Tips on Contracts'.
The Society accepts no liability with respect to the proper completion of the agreement
or alterations made to it.*

Standard Agreement for Editorial Services

Date _____

This agreement sets out the terms and conditions under which _____
(‘Editor’) of _____ (*editor’s company name, if applicable*)
is engaged by _____ (‘Client’) with
_____ as the Client’s agent (*e.g. the managing editor or project manager*) to
provide the services outlined below for the following project:

Working title: _____

Author(s): _____

Word count: _____ (*including / not including notes, bibliography, prelims, endmatter*)

Provided to the Editor as: _____ (*e.g. number of
Word files, hard copy, PDF, etc.*) on _____ (*date*)

This agreement does not establish an employee–employer relationship.

(*If applicable*) The Editor may delegate (*aspects of the project at his/her discretion / the following aspects
of the project*) to persons of his/her choosing: _____

DESCRIPTION OF THE PROJECT

(*Summary of the client’s brief and/or the editorial review—may attach full editorial review on a separate page.*)

EDITORIAL TASKS AND FEE

The Editor agrees to do the following tasks for this project:
(Itemise tasks—may also include costing for each)

for a total fee of \$_____ plus 10% GST of \$_____ (if applicable) to be paid to the Editor / Editor’s company in the form of _____ (electronic funds transfer / cheque / other).

(If applicable) Part payments will be made on completion of the following stages of the project:

Final payment is to be made within _____ days of invoice date.

This costing is a firm quotation / estimate.

Written approval of this quotation / estimate (may be in the form of signature and return of this contract) is required in order for work to commence on the project.

(If a quotation) This quotation may be subject to revision upon variation in the Client’s brief.

(If an estimate) The Editor undertakes to discuss significant variations to this estimate with the Client should they arise in the course of the work.

(If an estimate—OPTIONAL) This estimate is based on an hourly rate of \$_____.

(Include any surcharges for urgent time frame or ‘Payment after the due date is subject to __ % interest per month’, if applicable)

TIMELINE

The Editor agrees to the following timeline for completion of the project: (details of stages if applicable)

The material is to be delivered to the Editor to begin work on or before _____ (date)

The work is to be completed and delivered to the Client on or before _____ (date)

as follows: (e.g. if multiple copies are required with changes tracked/ changes accepted; on CD, by e-mail, including printout, etc.) _____

CONFIDENTIALITY

This project and any information, whether oral or written, disclosed by the Client will be kept confidential at all times.

TERMINATION

This agreement may be terminated by either party in the event of material change of circumstance, with _____ days’ notice sent in writing to the other party at the address shown below. If the Editor terminates the agreement, the Editor will be paid by the Client for work done up to the date of termination, determined by the proportion of the fee payable for the proportion of work done (e.g. half of the agreed fee for having completed five of the ten chapters) or as otherwise agreed by the parties in advance: _____

If the Client terminates the agreement the Editor will be paid by the Client for the work done up to the date of termination as above, or a set fee of _____% of the fee payable, whichever amount is greater.

INDEMNITY

The Editor’s responsibility is to offer advice and suggestions to the Client and to the author on how to improve a publication, and to notify the Client of any legally questionable material as soon as it is discovered. While the Editor will make every effort to bring such material to the attention of the Client, the Client agrees to indemnify the Editor from any and all claims, including legal fees, arising out of any alleged defamation or copyright infringement committed by the author or the Client in creating the work. The Editor shall not be required to purchase professional indemnity insurance at his/her own cost.

CREDIT

The editorial credit line shall read _____ and shall appear on _____ (page), at the option of the Editor.

APPLICABLE LAWS

The terms of this agreement shall be interpreted according to the laws of _____ (state of Australia).

This contract may be varied only by written agreement between the Editor and the Client.

Signed by the parties to this agreement on _____ (date).

Editor	Client
_____	_____ (agent)
of _____	of _____
(business name) ABN _____	(business name) ABN _____
Address: _____	Address: _____
_____	_____
Signature: _____	Signature: _____