



STANDARD FREELANCE PUBLICATION AGREEMENT

[Periodical Model]

This agreement is between

(the "Writer") _____

And

(the "Publisher/Client") _____

DESCRIPTION OF ASSIGNMENT:

WORKING TITLE: _____

BY-LINE TO READ: _____

APPROXIMATE NUMBER of WORDS _____

DEADLINE: _____

TENTATIVE PUBLICATION DATE: _____ / _____ / _____

TO BE PUBLISHED NO LATER THAN: _____ / _____ / _____

NAME OF PUBLICATION: _____

EDITOR OR OTHER REPRESENTATIVE
OF PUBLISHER/CLIENT: (the "Editor") _____

PRINT RIGHTS LICENSED (check):

_____ First Canadian Periodical Print Rights

_____ First North American Periodical Print Rights
One-time Canadian Print Rights (non-exclusive)

_____ One-time North American Print Rights (non-exclusive)

_____ English (original language) or _____ French (original language)

FEE FOR PRINT RIGHTS LICENSED: \$ _____

_____ One-time Canadian Print Rights in translation (non-exclusive)

_____ One-time North American Print Rights in translation (non-exclusive)

FEE FOR ONE-TIME USE IN TRANSLATION: \$ _____

DIGITAL RIGHTS LICENSED: Yes: _____ No: _____

The Publisher/Client may 'make available' to the public, reproduce, and store the article, during the period of time specified below, for the following checked-off purposes:

- Website publication at the following website(s) _____
- Use in digital applications for mobile devices and tablets
- Inclusion in digital databases
- Inclusion in abstracting/indexing services
- Other, as described here _____

The foregoing digital rights may be exercised for (check one)

- exclusively for _____ month(s) from tentative publication date above
 - exclusively for _____ month(s) from tentative publication date above and non-exclusively for _____ month(s) afterwards
 - exclusively for _____ month(s) from tentative publication date above and non-exclusively (without limitation) afterwards
- exclusively for an unlimited period of time
- non-exclusively for _____ month(s) from the tentative publication date above
- non-exclusively for an unlimited period of time

FEE FOR DIGITAL RIGHTS LICENSED: \$ _____

IF DIGITAL RIGHTS ARE LICENSED FOR A LIMITED PERIOD, RENEWAL FEE will be:

- \$ _____ for each further exclusive period of _____ months.
- OR
- To be negotiated

GENERAL AND TRAVEL EXPENSES:

The Publisher/Client agrees to reimburse the Writer for direct expenses incurred in completing this assignment. Such expenses shall include photocopying, fax, long-distance telephone calls, Internet charges, couriers, and _____

Such expenses will not exceed a maximum amount of \$ _____ except with the Publisher/Client's consent.

The Publisher/Client agrees to reimburse the Writer for travel expenses to \$ _____ maximum amount, except with the Publisher/Client's **consent**: Travel expenses will include:

INTEREST ON LATE PAYMENT :

Interest of ___ percent per annum shall be charged on late payments of fees (including kill fees) and expenses.(see Section 24 of Terms of Agreement).

The Writer agrees to write, and the Publisher/Client agrees to publish, in accordance with the following Terms of Agreement, a manuscript that is in accordance with the above specifications and any additional specifications that may be set out in an attachment and initialed by both parties.

The fees specified in this agreement do not include Harmonized Sales Tax (HST) or other applicable national or provincial sales taxes.

TERMS OF AGREEMENT

PART I: THE WRITER'S OBLIGATIONS

1. TRUTHFULNESS AND ACCURACY

- 1.1 The Writer will not deliberately write a dishonest, plagiarized, or inaccurate statement into the manuscript. The Writer shall reveal any conflict of interest or possible conflict of interest to a representative of the Publisher/Client, hereinafter called Editor, upon receiving the assignment.

2. SOURCES

- 2.1 The Writer will be prepared to support all statements in the manuscript and to assist the checker in verifying statements of fact.
- 2.2 In stories involving trials, public hearings or other controversial subject matter, the Writer will try to check all sources against a transcript of the proceedings, if one is available.

3. LIBEL

- 3.1 The Writer shall alert the Editor to special circumstances regarding a story that could present legal risks to the Publisher/Client. In the case of a libel or other legal proceeding, the Writer shall support the Publisher/Client morally and by appearing for the defense, if requested.

4. DEADLINES

- 4.1 The Writer shall deliver a clean, word-processed manuscript on or before the agreed deadline. If the Writer cannot meet the deadline, the Writer shall give the Editor reasonable notice in advance of the agreed deadline. The Writer may not set a new deadline without the Editor's consent.
- 4.2 If the Writer fails to complete the assignment on deadline without the Editor's consent to an extension, the Editor has the right to terminate this agreement and make no further payment to the Writer.

5. REVISIONS

- 5.1 The Writer and Editor will discuss the content, style, focus, and point of view to be used in the manuscript. The Writer will then use his or her best efforts to write the article within the agreed parameters and will obtain the consent of the Editor before departing from any of them.

6. UPDATING

- 6.1 If delays in publication or changes in the circumstances surrounding a subject make extensive updating of a manuscript necessary, the Writer and Editor will discuss desirable revisions and the Writer will update the manuscript, for a fee to be negotiated, if his or her other commitments permit.
- 6.2 If unable to update the manuscript, the Writer may either authorize the Editor to update the manuscript, subject to Section 12, or may terminate this agreement and revert his or her rights to the manuscript.

7. EDITORIAL CHANGES

- 7.1 The Writer will be reasonably available for discussion and consultation during the editing process.
- 7.2 The Writer will notify the Editor in writing if, after reading the final edited version of the manuscript, he or she wishes to withdraw his or her name from the manuscript before its publication.

8. EXPENSES

- 8.1 The Writer will not incur any extraordinary expenses without prior consent of the Editor.
- 8.2 Within 60 days of acceptance of the final manuscript, the Writer shall claim reimbursement for expenses and/or account for any amount received for expenses in advance, and the Publisher/Client shall make such reimbursement within 10 days of the receipt of the Writer's account of expenses.

PART II: THE PUBLICATION'S OBLIGATIONS

9. SOURCES

- 9.1 The Publisher/Client will respect any promises of confidentiality the Writer has made in the course of obtaining information.

10. LIBEL

- 10.1 Where advisable, the Publisher/Client will hire a lawyer, at its own expense, to review the manuscript for libel and other legal risks.
- 10.2 In the case of a libel or other legal proceeding, the Publisher/Client will morally support the Writer. If the Writer requests it, the Publisher/Client will pay for the Writer's defense. Where appropriate, the Publisher/Client will provide the Writer with a separate lawyer.

11. REVISIONS

- 11.1 In requesting revisions to a manuscript, the Editor will give reasonable, detailed instructions as to the nature and extent of the required changes.
- 11.2 If the Editor requests revisions that involve significant departure from the previously agreed upon approach or treatment, the Writer may refuse to revise the manuscript and still be entitled to full payment. If the Writer agrees to do the revisions, he or she will be paid for the time spent rewriting at a rate or for a fee to be negotiated.
- 11.3 "Significant departures" include: (a) new research; (b) change of focus; (c) change of style; and (d) change of point of view.

12. UPDATING

- 12.1 If the manuscript requires extensive updating for the reasons mentioned in Section 6, the Editor will offer the Writer first opportunity to do the updating.
- 12.2 The Publisher/Client will pay the Writer for updating at a rate or fee to be negotiated.
- 12.3 If a person other than the Writer does the updating, the Editor will give the Writer an opportunity to review the changes and to remove his or her name from the published article in accordance with Section 13.

13. EDITORIAL CHANGES

- 13.1 The Editor shall inform the Writer of any substantive changes in the manuscript during editing while there is still time to discuss and reach agreement on such changes.
- 13.2 The Editor will give the Writer an opportunity to review the final edited version of the manuscript reasonably in advance of its publication.
- 13.3 The Publisher/Client will not use the Writer's name on the published article, if the Writer so notifies the Editor in writing reasonably in advance of its publication.

14. ACCEPTANCE AND PAYMENT

- 14.1 The Editor will notify the Writer of his or her acceptance or rejection of the manuscript within 15 days of (a) delivery of the manuscript, or (b) the deadline, whichever is later; otherwise the manuscript shall be considered accepted by the Publisher/Client.
- 14.2 The Publisher/Client will pay the agreed fee to the Writer within 10 days of acceptance of the manuscript and will pay expenses in full within 10 days of receiving the Writer's account of expenses.
- 14.3 If for any reason unrelated to the agreed upon requirements of the assignment, the Publisher/Client decides not to use the delivered manuscript, the Publisher/Client will pay the Writer the agreed fee and expenses in full.
- 14.4 If the manuscript is accepted by the Editor or another person with apparent authority to do so and is later considered to be unacceptable, the Publisher/Client will pay the Writer the agreed fee and expenses in full.
- 14.5 If payment of agreed fees and expenses is not received by Writer within the time specified in 14.2, the Writer may terminate this agreement after giving Publisher/Client a period of at least 10 days further to make such payment.

15. KILL FEE

- 15.1 If the Writer delivers a manuscript that fails to meet the originally agreed upon requirements of the assignment and if the Editor considers that the manuscript cannot be made acceptable through rewriting, the Editor may terminate the assignment and the Publisher/Client will pay the Writer no less than one half of the agreed fee, plus the Writer's expenses to date.
- 15.2 If, in the course of research or during the writing of a manuscript, the Writer concludes that the information available will not result in a satisfactory article, the Writer will inform the Editor and give reasons to discontinue the assignment. If the Editor agrees, the assignment will be terminated. The Publisher/Client will pay a reasonable fee, to be negotiated, to compensate the Writer for work done prior to termination, on presentation of the Writer's research documentation.
- 15.3 If the Editor wishes to cancel the assignment and terminate this agreement after work has begun, the Publisher/Client will pay a reasonable fee, to be negotiated, to compensate the Writer for work done prior to termination.

16. EXPENSES

- 16.1 If no limitation is specified in writing, the Publisher/Client will reimburse the Writer for all customary and normal out-of-pocket expenses incurred in the course of this assignment.

PART III: RIGHTS

COPYRIGHT

- 17.1 The Writer retains the copyright in all manuscripts written under this agreement, whether or not published.
- 17.2 Unless the parties agree otherwise in writing, this agreement licenses to the Publisher/Client only those rights in the manuscript that are specified in this agreement.
- 17.3 No license, including digital rights, granted under this agreement, is valid until the Writer has received all of the agreed upon fee.
- 17.4 All rights not specifically licensed to the Publisher/Client are retained by the Writer and remain the Writer's exclusively.
- 17.5 Where a manuscript is rejected, and in all other instances where the assignment and this agreement are terminated prior to publication of the article, all rights revert to the Writer, who may submit the manuscript elsewhere for publication.

18. REVERSION OF RIGHTS

- 18.1 If the Publisher/Client accepts a manuscript but does not publish it within 12 months of acceptance, the Writer shall have the option to revert all rights licensed under this agreement without penalty.
- 18.2 If under this agreement the Publisher/Client acquires a license for the digital rights to a work previously or simultaneously published in either print or electronic format, either by the Publisher/Client or a third party, and does not digitally publish within 6 months of the signing of this agreement, the Writer shall have the option to revert such rights without penalty.
- 18.3 If the agreement is terminated, all rights granted under this agreement shall revert to the Writer. If terminated prior to publication, the Publisher/Client may not publish the manuscript but may retain a copy only for the purposes of documenting the assignment. If terminated by Writer following publication for non-payment, the Publisher/Client shall have no right to make the article available in digital form or otherwise.
- 18.4 Written notice shall be given by a party terminating this agreement for any reason including rejection of the manuscript by the Publisher/Client or reversion by the Writer,

PART IV: MEDIATION AND ARBITRATION

19 MEDIATION

- 19.1 When the Writer and Publisher/Client disagree over the interpretation of this agreement, they may each appoint one representative who will endeavour to settle the dispute by mediation.

20. ARBITRATION

- 20.1 When such a dispute cannot be resolved by this means, if both Writer and Publisher/Client agree, each may appoint one representative to a three-member arbitration board.
- 20.2 The third member, who will chair the arbitration board, will be appointed by agreement of the first two members. If the two members cannot agree, the third party will be appointed by the court in accordance with provincial laws governing arbitration.
- 20.3 Neither the Writer nor an employee of the Publisher/Client may act as a representative or sit on the arbitration board.

