

Subcontracting Agreement Template

[You are the client, and your subcontractor is the editor; or you are the editor, and you are subcontracting from another editor who is the client].

Parties

This agreement is between [name], the client, and [name], the editor.

Client name:

Client address:

Client email:

Editor name:

Editor address:

Editor email:

Mandate and Scope

1. The client will provide material to be edited that has a direct bearing on the projects' successful outcomes.
2. The editor will not disclose any information provided by the client to any third party, except with the client's written consent.
3. The editor will endeavor to query elements of a work that may require copyright permissions, but the client accepts responsibility for copyright law compliance and obtaining the necessary permission to use any elements to be included in the final product.
4. 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.
5. The editor's responsibility is to notify 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).
6. Rejecting or disliking the editor's suggestions is not a basis for refusing to pay the fees outlined here.
7. The editor will comply with all applicable laws while performing the services.
8. The editor is an independent contractor and not an employee of the client.
9. The client will indemnify the editor from any 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.
10. If this professional relationship is terminated by either the editor or the client, the client will pay the editor for any work done up to the date of termination.
11. If the editor cannot perform the duties outlined here 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/excluding a deposit, if paid).

Description of Services

1. The editor will provide [describe the type of editing required, e.g., structural editing, copy editing, stylistic editing, or proofreading] of documents provided by the client, using [style guide/dictionary] as instructed by the client. Work will be done in Microsoft Word with tracked changes. The editor will provide both a clean copy and a tracked changes copy.
2. Projects do/do not include multiple drafts. The client will provide documents to the editor by [date]. The editor will provide the final edited copy to the client by [date].
3. Any additions or changes to the project will modify this agreement, 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.
4. The editor will keep the client informed of additional work that is required or recommended and request the client's approval for additional work, associated expenses, and change in the project deadline.
5. 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 [X]% for that portion of the work.
6. Additional work and renegotiated deadlines or fees will be agreed in writing.
7. The editor will work in their own office with their own equipment. Any meetings will occur via Internet.

Fees

1. The editor's fees are [rate per word/hour/project], plus applicable taxes to be paid as agreed by bank transfer/EFT/PayPal/credit card/etc.
2. The edits are the property of the editor until fees are paid, after which the copyright of the edits transfers to the client.
3. The client will pay the editor within 30 days of receiving the invoice. Any payment after the due date is subject to late fees of [X]% per week.

Signatures

Date: [date]

Editor
[name]

Client
[name]