

Contract

This contract represents an agreement between:

Geoffrey Hart ("the Contractor" henceforth) 112 Chestnut Ave. Pointe-Claire, Quebec H9R 3B1	and	(" the Client" henceforth)
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This contract governs the Contractor's performance of the following project ("the Work" henceforth):

- Description of the work:
- For writing or editing: length of the manuscript = _____ words or _____ pages @ _____ words/page
- Name and contact information for the Client Representative (optional):

1. Tasks to be performed by the Contractor

The Contractor agrees to perform the following services (delete all that do not apply), as defined in Appendix 1:

- Copyediting
- Developmental or project editing
- Fact, quotation, or reference checking (specify)
- Graphic design
- Indexing
- Layout and publication design
- Markup or electronic coding and tagging
- Obtaining permissions
- Photograph or illustration research and design
- Project and production management
- Proofreading
- Rewriting and stylistic editing
- Substantive or structural editing (specify)
- Writing

The Contractor will not be responsible for any tasks other than those specified in Section 1 of this contract unless agreed upon by mutual consent in an appendix to this contract.

2. Responsibilities of the Client

The Client shall provide access to all information or subject-matter experts required by the Contractor to complete the Work specified in Section 1 of this contract. The Client shall ensure that this cooperation takes place by:

- appointing a Client Representative with the necessary authority to approve or make decisions if the Client is unavailable during the course of the project

- actively participating in project management, including but not limited to arranging and attending meetings requested by the Contractor or delegating an equally qualified Client Representative to attend in place of the Client
- obtaining and analyzing any information that the Contractor requires to successfully complete the Work
- making technical or other major decisions requested by the Contractor

The Contractor will require the following additional resources from the Client to complete the Work:

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3. Project initiation and completion dates

The duration of the contract will be as follows:

Delivery of initial materials on or before:	(date)
By means of:	(courier, e-mail, other)
In the following format:	Microsoft Word file Printout
Delivery of completed work on or before:	(itemize all milestones during the project and their due dates)

4. Payment (all payments in Canadian \$)

Basis of fee calculation (choose one)	flat fee = \$ word rate = \$/word hourly rate = \$/hour
Fee for the Work includes (select all that apply)	Quebec sales tax: 10 8084 1252 GST: 14531 3136 RT
Payment method (payable to "Geoffrey Hart")	Cheque Certified cheque or money order
Payment terms	Due upon receipt of invoice
Late-payment penalty	Interest on the unpaid balance will be charged on the 30th day after delivery of the invoice, at a rate equal to 1.5% of the outstanding balance. Interest will be compounded monthly each 30 days thereafter until the invoice is paid in full.
Other conditions	The Contractor retains ownership of all work performed, including all relevant intellectual property rights, until full payment has been received. Use of the work before that time represents a violation of these rights unless said use is agreed to in writing by the Contractor.

The Client will reimburse the Contractor for all direct expenses incurred in fulfilling this agreement, including but not limited to photocopying, printouts, inputting of text, long-distance calls, parking, travel, couriers and postage, and miscellaneous (specify below):

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5. Termination

This agreement may be terminated by either party in the event of a material change of circumstance, with 14 days notice sent in writing by registered mail. The Contractor will be paid by the Client for all work performed up to the date of termination. If the Client terminates the agreement, the Client will pay the Contractor an additional sum equal to 10% of the unpaid balance of the original contract as a "kill fee".

6. Special clauses or instructions

- All correspondence concerning the project status will be in English.
- Unless specified in a written appendix to this contract, no information covered by this contract will be considered confidential. The Contractor shall utilize due discretion to protect such information, but shall be held blameless for the release of any information not explicitly declared confidential in this section or an appendix to the contract.

Other terms requested by the Client (itemize, or write "none"):

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7. Indemnity

The goal of this contract is for the Contractor to provide *the services specified in Section 1 of this contract* to the Client. Because the Client and its representatives are the experts in the subject matter, and the Contractor is not, the Client assumes full responsibility for verifying the validity of all work submitted by the Contractor. The Client shall thus hold the Contractor blameless for any unanticipated consequences of accepting the Contractor's work, and agrees to indemnify and save harmless the Contractor from any and all claims or demands, without limitation, arising out of any alleged libel or copyright infringement or other problem committed by the Client in creating the work. The Contractor shall make every effort to bring questionable information to the attention of the Client, but shall not be held responsible for any failure to identify such information.

8. Applicable laws

This contract and any attached Appendices represent the entire contract between the Contractor and the Client. The terms of this contract shall be interpreted according to the laws of Quebec and the intellectual property laws of Canada, and any litigation involving this contract shall be submitted to the jurisdiction of the courts of the district of Montreal (Quebec). Le Client et le Contractor consentent à ce que le contrat soit rédigé en anglais (the parties agree that the agreement be written in English).

This contract may be changed only by written agreement between the Contractor and the Client. All such changes shall be attached in the form of a signed and dated appendix.

Signed by the parties to this agreement:

Signature:

Contractor's printed name: Geoffrey Hart

Date:

Signature:

Client's printed name:

Date:

Appendix 1: Definition of terms

Unless otherwise noted in the form of a signed and dated Appendix to this contract, the following definitions shall govern the interpretation of all activities performed by the Contractor. Each named activity excludes work defined under any other activity defined in this Appendix.

Copyediting

Copyediting involves editing for grammar, usage, spelling, punctuation, and other mechanical aspects of style. It also involves checking the *internal* consistency of these aspects and of facts *within* the manuscript, but does not include "fact, quotation, or reference checking" to confirm the validity of these facts.

Compare: Fact, quotation, or reference checking; Rewriting and stylistic editing; Substantive or structural editing.

Developmental or project editing

Developmental or project editing involves working with the Client to develop the initial proposal or outline for a project and refine this proposal or outline until it is satisfactory to the Client. This includes identifying what needs the project must fulfill, developing specifications that will meet these needs, developing an outline that will meet these specifications, and developing a schedule that will produce the desired end product within the required time frame.

Compare: Project management.

Fact, quotation, or reference checking

These activities involve confirming the accuracy of facts asserted by the Client, the accuracy of quotations, and the details of literature citations, using sources deemed reputable and reliable by the Contractor. This activity is performed by direct reference to the original sources used by the Client if these materials are provided to the Contractor. The client must specify which of these three types of checking will be required by the terms of the contract.

Graphic design

Graphic design involves the development of specifications for all visual materials (photos, illustrations, data graphs, flowcharts, etc.) required to support an effective integration of textual and graphical means of communication. Because the Contractor is not a graphic artist, the actual production of the specified visual materials must be performed by the Client's graphic artist, or (if requested in writing) by a graphic artist identified by the Contractor. Although the Contractor will work with the graphic artist to ensure that the final product meets the design criteria, the Client is responsible for approval of the graphical material.

Compare: Layout and publication design, Photograph or illustration research and design

Indexing

Indexing involves the creation and editing of a list of key concepts and their locations within a printed manuscript or online (computer) file. Whereas a table of contents provides access to the

contents of a work at the chapter or section level, an index provides access at the paragraph or sentence level. Indexing includes reading and analyzing the entire work; choosing key subjects, concepts, and other elements that should be included in the index; and arranging these elements into a coherent index that facilitates searching for specific topics by the reader.

Layout and publication design

Layout and publication design involves designing the format of a document destined for either print or online use. The Client must specify whether the Contractor should create the design himself or should work with the Client's graphic artist or other designer to create a template for this design. The Client must also specify whether the Contractor will implement the design, or provide the Client with a template that the Client's own designer can use to implement the design.

Compare: Graphic design, Project and production management.

Markup or electronic coding and tagging

Markup (also called "coding" or "tagging") involves inserting codes within a manuscript, either on a printout or electronically (directly in a computer file), to provide design instructions to the person or persons who will be responsible for production of the work. This includes identifying the approximate placement of graphics.

Compare: Layout and publication design.

Obtaining permissions

The use of copyrighted material requires locating the copyright holder (which is not always the author) and obtaining their permission to use the material. This may require the negotiation of fair payment to the copyright holder, in which case a lawyer should be hired by the Client to confirm that the agreement meets the Client's needs.

Photograph or illustration research and design

Where the work performed for the Client requires visual illustrations to complement or supplement the text, the Contractor shall read the manuscript and compose a list of required materials, locate existing materials that will meet these needs, locate suitable subcontractors who can create original graphics where no existing materials are suitable, write a detailed description of the graphical requirements, critique existing graphics to provide guidance in revision, and confirm that the resulting graphics meet the specifications.

Compare: Graphic design, Obtaining permissions.

Project and production management

This activity may involve any or all of the following aspects of managing a project (details to be specified in writing): establishing and maintaining budgets, developing a schedule and tracking progress towards completion of the project, hiring appropriate subcontractors, coordinating the efforts of all contractors, co-ordinating and supervising the development and production of a design, ensuring the correct and effective implementation of the design, the preparation of

specifications for a commercial printer, obtaining one or more quotes for the print job, registering copyright, and obtaining "cataloguing in publication" (CIP) and ISBN numbers. This activity excludes the task of obtaining permissions (see above).

Compare: Obtaining permissions, Proofreading.

Proofreading

This activity takes one of three different forms, the choice of which must be specified in writing:

- Comparing a product (either a printed layout or an online file such as a help system or Web site) with the source material (the file or printout that was used to create the layout or online file) to ensure that none of the original information has been omitted or misplaced.
- Checking a printer's proofs to identify and correct mechanical and other production errors so as to ensure that the final product meets the design specifications.
- For a manuscript *that has already been edited* (see "Copyediting", above), examining the final product to catch any spelling mistakes or deviations from the style sheet that have not yet been corrected, to confirm that page breaks fall at the correct location, to ensure that page numbers are correct and in sequence, and to ensure that graphics have been incorporated in the correct locations. This activity includes confirming that final edits by authors or editors have been correctly incorporated in the final product.

Compare: Copyediting, Substantive or structural editing.

Rewriting and stylistic editing

This activity involves revising existing written material to accomplish the Client's goals, which must be specified in writing. These goals may include copyfitting (reducing the length of text so that the result fits in a limited space), simplifying technical text so that it is suitable for a non-technical audience, revising a manuscript to meet the style guidelines of a publisher (e.g., the publisher's literature citation style), and presenting the same information in a different style for different audiences. Rewriting also involves identifying gaps that must be filled by the creation of new text (see "Writing", below).

Compare: Copyediting, Substantive or structural editing, Writing.

Substantive or structural editing

This activity involves heavy editing of a manuscript to ensure that both the content and the structure are effective. In addition to rewriting where necessary to improve the clarity of the text, this form of editing involves ensuring that the organisation and flow of the text effectively communicate the intended message, and that the text and graphics work effectively together. The Contractor shall also ensure that the manuscript is logically consistent (i.e., that it contains no internal contradictions); where the Contractor has expertise in the subject, consistency with the body of knowledge in that field will also be checked. Although the Contractor may revise the manuscript heavily, no entirely new material will be written (see "Writing"); instead, the Contractor will inform the Client of the need to create new material. On request, the Contractor will also perform or confirm conversions between different units of measurement (e.g., from metric to imperial or other units) using conversion factors provided by the Client.

Compare: Copyediting, Rewriting and stylistic editing, Writing

Translation

This activity involves expressing the concepts written in one (source) language equally clearly in a second (target) language. This may involve selecting metaphors and idiom that are more familiar to readers of the second language. Translation can, if specified, include localization, which is the act of ensuring that the translation accounts for unique aspects of a local dialect (e.g., Canadian versus U.S. English) and linguistic preferences (e.g., Quebec French versus the French used in France). The Client must specify which of the following two goals is most important:

- Preserving the author's voice and style in the second language, to the extent that this is possible.
- Conveying the intended meaning of the author's words in the second language, even if this requires changing the author's style to communicate more effectively in the second language.

Writing

Creating entirely new material based on reference materials provided by the Client, or (if specified in writing by the Client) by performing the necessary research to replace these reference materials. In some cases, the reference materials may be the interface of computer software or the operator interface of a physical product, supplemented by access to a designer or developer of the product who can explain anything that is not clear. The Client assumes full responsibility for ensuring the correctness of the written material; the Contractor will make one round of corrections in response to errors or problems reported by the Client. Subsequent rounds of corrections or rewriting must be contracted for separately.

Compare: Rewriting.