

**Periodical Writers Association of Canada  
STANDARD FREELANCE PUBLICATION AGREEMENT**

This agreement is between \_\_\_\_\_ (“the Writer”)  
and \_\_\_\_\_ (“the Publisher/Client”)

DESCRIPTION OF ASSIGNMENT: \_\_\_\_\_

WORKING TITLE: \_\_\_\_\_

BYLINE TO READ: \_\_\_\_\_

SOURCE OF IDEA (“Writer” or “Editor”): \_\_\_\_\_

APPROXIMATE LENGTH OF ARTICLE: \_\_\_\_\_

DEADLINE: \_\_\_\_\_

TENTATIVE PUBLICATION DATE: \_\_\_\_\_

PRINT RIGHTS LICENSED (check): \_\_\_\_\_ One-Time Canadian First Serial Rights  
\_\_\_\_\_ One-time North American First Serial Rights  
\_\_\_\_\_ English Language \_\_\_\_\_ French Language

FEE FOR PRINT RIGHTS LICENSED: \$ \_\_\_\_\_

WEBSITE RIGHTS LICENSED: The right to publish the work in the original language on the following website:

Name: \_\_\_\_\_

URL: \_\_\_\_\_

Such right is (check one): \_\_\_\_\_ exclusive  
\_\_\_\_\_ non-exclusive

And is granted for a period of (check one):

\_\_\_\_\_ 24-hr day of publication.

\_\_\_\_\_ 7 days. \_\_\_\_\_ 15 days. \_\_\_\_\_ 30 days.

\_\_\_\_\_ 1 year. \_\_\_\_\_ 6 months. \_\_\_\_\_ 3 months.

After which such right (check one):

\_\_\_\_\_ becomes non-exclusive. \_\_\_\_\_ reverts to the Writer.

ADDITIONAL FEE  
FOR WEBSITE RIGHTS LICENSED: \$ \_\_\_\_\_

GENERAL EXPENSES: The Publication agrees to reimburse the Writer for direct expenses incurred in fulfilling this agreement. Such expenses shall include photocopying, fax, long distance telephone calls, internet charges, couriers, and

\_\_\_\_\_  
Such expenses will not exceed a maximum amount of \$ \_\_\_\_\_

TRAVEL EXPENSES: The Publication agrees to reimburse the Writer for travel expenses to a maximum amount of \$ \_\_\_\_\_

Travel expenses will include: \_\_\_\_\_

The Writer agrees to write, and the Publication agrees to publish, a manuscript in accordance with the following Terms of Agreement. This agreement includes any attached materials initialled by both parties. The fee specified in this agreement does not include Goods and Services (GST) or other applicable national or provincial sales taxes.

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**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 Publication, 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 disputes, 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 Publication. In the case of a libel action, the Writer shall support the Publication morally and by appearing for the defense, if requested.

**4. DEADLINES**

- 4.1 The Writer shall deliver a clean, typed or 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 permission.
- 4.2 If the Writer fails to complete the assignment on deadline without the Editor's agreement to an extension, the Editor has the right to terminate this agreement and owe the Writer no further payment.
- 4.21 If the article proposal originated with the Editor, the Publication has the right to pay a kill fee in accordance with Section 15, and receive a copy of any draft manuscript and copies of any research material the Writer obtained. However, payment of the kill fee does not give the Publication the right to publish the manuscript.

**5. REVISIONS**

- 5.1 The Writer and Editor will discuss the content, style, revisions, focus and point of view to be used in the manuscript. The Writer will then use his or her best efforts to write the manuscript within the agreed parameters and will obtain the permission of the Editor before departing from any of them.
- 5.2 If the manuscript, as submitted, fails to fall within the agreed parameters, the Editor may require the Writer to revise the manuscript. The Writer and Editor will agree on the suitable time for making these revisions.

**6. UPDATING**

- 6.1 If delays in publication or changes in the circumstances surrounding a subject make extensive updating or a manuscript necessary, 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 retains his or her rights under Section 12.

**7. EDITORIAL CHANGES**

- 7.1 The Writer will be 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.

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**8. EXPENSES**

- 8.1 The Writer will not incur any extraordinary expenses without prior agreement 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 expenses paid in advance, and the Publication shall make such reimbursement within 10 days of the receipt of such claim.

**PART II: THE PUBLICATION'S OBLIGATIONS**

**9. SOURCES**

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

**10. LIBEL**

- 10.1 Where advisable, the Publication will hire a lawyer to review the manuscript for libel implications.
- 10.2 In the case of a libel action, the Publication will morally support the Writer. If the Writer requests it, the Publication will pay the costs of the Writer's defense. Where possible, the Publication 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 to be negotiated.
- 11.3 "Significant departures" include: (a) new research; (b) change of focus; (c) change of style; (d) change of opinion or 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 Publication will pay the Writer for updating at a rate 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 manuscript in accordance with Section 13.

**13. EDITORIAL CHANGES**

- 13.1 The Editor shall inform the Writer of changes in the edited version of the manuscript while there is still time to discuss and reach an agreement on such changes.
- 13.2 The Editor will give the Writer an opportunity to read the final edited version of the manuscript reasonably in advance of its publication.
- 13.3 The Publication must withdraw the Writer's name for use in connection with the published version of the manuscript, if the Writer so notifies the Editor in writing.

**14. ACCEPTANCE AND PAYMENT**

- 14.1 The Editor will notify the Writer of its acceptance or rejection of the manuscript within 15 days of (a) receipt of the manuscript, or (b) the deadline, whichever is later; otherwise the manuscript shall be considered accepted by the Publication.
- 14.2 The Publication 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.

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- 14.3 If for any reasons unrelated to the requirements of the assignment, the Publication decides not to use the manuscript, the Publication will pay the Writer the agreed fee and expenses in full.
- 14.4 If the manuscript is accepted by an editor or another person with apparent authority to do so and is later deemed unacceptable, the Publication will pay the Writer the agreed fee and expenses in full.
- 14.5 If under this agreement the Publisher licenses the website rights to a work previously or simultaneously published in either print or electronic format, either by the Publisher, Writer, or a third party, such licence shall commence upon the Writer's receipt of the agreed on website fee.

**15. KILL FEE**

- 15.1 If the Writer delivers a manuscript that fails to meet the requirements of the assignment and if the Publication considers that the manuscript cannot be made acceptable through rewriting, the Editor may terminate the assignment by providing the Writer with written notice and paying the Writer not less than one half of the agreed fee, plus the Writer's expenses to date, in which case all rights to the manuscript shall revert to the Writer.
- 15.2 If the Editor requests a rewrite that requires the Writer to express opinions that are not the Writer's own, to include information that, in the opinion of the Writer, will falsify or distort the story, or to write a substantially different manuscript, the Writer may withdraw the manuscript and terminate the assignment. In this case, the Publication will pay the Writer no less than one half of the agreed fee plus his or her expenses to date, in which case all rights to the manuscript shall revert to the Writer.
- 15.3 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 story, the Writer will inform the Editor and give reasons to discontinue the assignment. If the Editor agrees, the assignment is terminated. The Publication will pay a fee, to be negotiated, to compensate the Writer for work done prior to termination, on presentation of the Writer's research documentation.
- 15.4 If the Writer or Editor wish to cancel this agreement after work has begun, the Publication will pay a fee, to be negotiated, to compensate the Writer for work done prior to cancellation.

**16. EXPENSES**

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

**PART III: COPYRIGHT**

**17. COPYRIGHT IN PUBLISHED MANUSCRIPTS**

- 17.1 Unless the parties agree otherwise in writing, this agreement licences the Publication only the rights indicated on the first page of this agreement. The Publication has the right to enter the manuscript into and retrieve the manuscript from a computerized information storage and retrieval system only for the purpose of preparing the manuscript for publication, and may store the article in its database for legal and historical purposes only. The Writer retains the copyright.
- 17.2 All other rights are the Writer's exclusively. These rights include reprint rights, electronic rights, photocopying and other reprography rights, and the right to enter the manuscript into or retrieve it from a computerized information storage and retrieval system for purposes other than publication under the terms of this agreement.

**18. COPYRIGHT IN UNPUBLISHED MANUSCRIPTS**

- 18.1 The Writer owns all rights in a rejected manuscript and may submit the manuscript elsewhere for publication.
- 18.2 If the Editor rejects a manuscript and pays the Writer a kill fee in accordance with section 15, the Publication may not publish the manuscript but may retain a copy only for purposes of documenting the assignment.

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**19. REVERSION OF RIGHTS**

- 19.1 If the Publication accepts a manuscript but does not publish it within 12 months of acceptance, the Writer shall have the option to revert all rights licensed herein without penalty or cost.
- 19.2 If under this agreement the Publisher licenses the website rights to a work previously or simultaneously published in either print or electronic format, either by the Publisher, Writer, or a third party, and does not publish it on its website within 6 months of the signing of this agreement, the Writer shall have the option to revert such rights without penalty.

**PART IV: MEDIATION AND ARBITRATION**

**20. MEDIATION**

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

**21. ARBITRATION**

- 21.1 When such a dispute cannot be resolved by this means, if both Writer and Publication agree, each may appoint one representative to a three-member arbitration board.
- 21.2 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.
- 21.3 Neither the Writer nor an employee of the Publication may act as representative or sit on the arbitration board.

**22. DUTIES AND POWERS OF THE ARBITRATION BOARD**

- 22.1 The arbitration board shall investigate and arbitrate only those disputes that are referred to it by the Writer or Publication.
- 22.2 The arbitration board shall rule on the dispute by a majority vote. That ruling shall be binding on both the Writer and the Publication and is not subject to appeal.
- 22.3 If arbitration involves costs, the arbitration board shall rule by majority vote on what percentage of costs will be paid by each party. That ruling shall be binding on both the Writer and the Publication and is not subject to appeal.

**23. ACTION AT LAW STILL ALLOWED**

- 23.1 This part does not prevent either the Writer or the Publication from pursuing an action in law subject to the following limitation: both parties agree that once an arbitration board has been established, its ruling shall be binding in all disputes referred to it, and there shall be no appeal by either party.

AGREED AND CONFIRMED:

\_\_\_\_\_  
Name and Signature of Writer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title, and Signature of Publication/Client Representative

\_\_\_\_\_  
Date