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CREATING AN AGREEMENT FOR FREELANCE WRITERS

COMPLEMENTARY TO AN ASSIGNMENT LETTER, an agreement that clearly states the story fees and usage terms is essential to businesslike dealings in the writer-editor relationship. Editors should ensure that the writer has agreed to the fee and terms before expecting work to begin on an assignment. Writers should consider the agreement in the context of the assignment to ensure the whole package seems worthwhile before beginning work. Both parties should be prepared to negotiate the scope of the assignment, the fee and the usage to reach an agreement. Writers who are comfortable with the payment and terms, and who receive payment on schedule, are more likely to reward the publication with great story ideas in the future.

Please note that this is not a legal document. It merely offers suggestions for creating an agreement between your organization and freelance writers. No such agreement can supersede Canadian copyright law.

Here are some of the key elements that the writer and editor or publisher should discuss:

PAYMENT

A good business arrangement between writer and publisher depends on clear payment terms and an up-front discussion about rates.

What is the fee? The fee should be based on more than word count. Consider the writer's skill level and profile or popularity among readers, as well as the time the story will take to write (affected by the complexity of the research, the number of interviews required and the story's structure).

When do you expect the writer to invoice? Should they include their invoice with their manuscript? If not, when should they send it?

When will the invoice be paid? I recommended that you pay on acceptance, which means when the assigning editor agrees that the manuscript meets her/his substantive expectations. This should happen within a reasonable period of time. Consider paying regular freelancers upon submission when delays are anticipated on the editor's side.

What key details should be noted on the invoice?

When might a kill fee might be paid, and what percentage of the original fee it would be? For example, a kill fee might be paid where, despite significant efforts by both the writer and the editor, the manuscript is not fitting the needs of the company as outlined in the original assignment letter. The kill fee in this case is often 50 per cent of the original fee. If the manuscript cannot be used by the publication through no fault of the writer (the publication has changed mandate, for example) the writer should expect the entire fee to be paid.

What fact-checking documentation will you pay for? If you don't fact check your stories, the writer needn't spend the time assembling the documentation for you. Be clear about your requirements to ensure you receive the documentation you're looking for.

RIGHTS

Consider your long-term plans for the work. What rights will you need? It is easier to buy the appropriate rights at the time you commission the work than to ask to buy additional rights later. However the more you restrict the writer's use of the work by asking for usage on more media on a wide geographical area for more time, the more you should expect to pay for the work.

For what media are you buying the work?

Do you want exclusive right to use the work? If so, for what geographical area, and for how long?

In what languages might you want to publish the work?

RIGHT TO EDIT

Consider noting how and when you will edit the manuscript. How will the writer be involved in the editing process? Could the work be re-edited for secondary usage (e.g., if used on the web in addition to appearing in print)? Will the writer see a proof of the story when it is close to being final?

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Sample Freelance Writer's Agreement

Date: _____

Company / publication / brand name _____

Writer's name and / or company name: _____

Writer's address: _____

Writer's phone number _____ Email _____

Story / work's working title: _____

Story's approximate length: _____ Deadline: _____

For the fee noted below, would like to use the story noted above for (check all that apply):

☐ Print ☐ Web ☐ Web partners ☐ Tablet ☐ SIP (special interest publication)

☐ Books ☐ Television ☐ Consumer show usage ☐ Other _____

☐ Complete rights purchase (company becomes the owner of the work)

OR If we use the story noted above for the following additional uses, the following percentages of the original fee (noted below) shall be paid:

Print _____% Web _____% for site (address) _____

Web partner _____% (address) _____ Tablet _____%

SIP (special interest publication) _____%

Books _____% Television _____% Consumer show usage _____%

Other _____%

We would like the following exclusivity:

☐ Exclusive usage ☐ Non-exclusive usage

You may showcase your work in your own online portfolio / website _____ months after we have published it.

We are buying rights for the following geographical area:

☐ Canadian rights ☐ North American rights ☐ Worldwide rights

We are buying right to use your piece:

☐ For six months ☐ For one year ☐ For two years ☐ Forever (complete rights purchase)

In the following languages:

☐ English ☐ French ☐ Other _____

OR percent of fee if work is translated into:

English _____% French _____% Other _____%

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Right to edit:

Describe under what circumstances you would like to edit the work, and when the writer would see the edited work prior to publication.

Promotional use:

If you would like to use the work for promotional purposes, such as to create awareness of the brand, describe how you may want to use it.

Fee:

The company will pay \$_____ for this work for the uses noted above, plus applicable taxes.

The fact-checking documentation required for this manuscript is:

☐ none ☐ list of sources with contact information ☐ links to research documents

☐ annotated manuscript ☐ notated source documents ☐ interview transcripts

☐ access to books used for research

Please submit your invoice (e.g., with your manuscript) _____.

Your invoice will be processed for payment (e.g., on acceptance)_____.

Expenses for (description) _____ will be reimbursed to a maximum amount of \$_____.

Signature of company representative

Signature of writer

Date

Date

