

Freelance Medical Writing Task Orders/Proposals

In response to a popular demand from the freelance members, the EMWA Freelance Support Team has developed a list of points that may be included in task orders or proposals for medical writing agreements with potential clients. This list is a compilation of suggestions received from experienced freelance EMWA members, Andrea Palluch and Claudia Frumento, and the team. EMWA takes no responsibility for omissions or errors in authoring of task orders or proposals for clinical research activities made by individuals using this list.

We suggest that you do not start work on a new project without a confidentiality agreement in place (usually issued by the client) and a main agreement (or contract) which may be supplemented with a project-specific task order or proposal (usually issued by the medical writer).

Task orders or proposals should cover (but are not limited to) at least the following:

- a. Statement that the client will be responsible for verifying the content of the prepared text for factual errors and inaccuracies, and for the final sign-off of the document. If an indemnity clause is not included in the main agreement with a client, or if there is no main agreement, ensure it is worked into your task order or proposal, so that you are protected
- b. Statement that your proposal is valid for a specified period (1 week or 1 month from the date of issue) and a date on which it expires.
- c. Description of hourly rate or daily rate or describe recompense based on the entire project.
- d. Define exactly the scope of the project – consider listing services that are included and services that are not included plus any regulations and guidelines you will adhere to, e.g. GPP2 and CONSORT for manuscripts.
- e. Consider placing a maximum limit on the hours to be spent on the project or the maximum number of meetings with their approximate duration (if charging per project) and the maximum number of tables or figures, particularly for manuscripts. Consider who will provide the tables and figures, will you be required to co-ordinate the services of an illustrator? State this in the proposal.
- f. Include a general time frame based on elapsed time, so that if the project start date slips, you need not reissue the task order or proposal, but can work from the elapsed time proposal to re-calculate an end date for the deliverable.
- g. Clearly state that the timelines are binding for the client to send material(s) and feedback to you and that any delay at their end may result in a delay at your end. Set a time frame for receipt of client revisions.
- h. Define the number of drafts and final version(s) and state that additional drafts will be charged by the hour. Also agree if the client expects a QCed document or not and ensure this is clearly stated and accounted for in the proposal.
- i. State the deliverable type. If electronic, state it is electronic. If a paper version is required this will add time and cost (printing, packaging, courier or post) and this will need to be factored in to your proposal.
- j. Define the type of document, approximate length in words, the format/medium in which it will be delivered (Word, PDF, etc. with version no. and special functions). You might be using the same software version as your client but functionalities may differ. This can be confusing for both parties. Consider sending a “test text” with all the functions normally used to ensure all parties see the same thing. If you are a

- Mac user, take extra care. Specify the version of software to be used and make sure that the templates the client provides work with that version.
- k. Specify your planned leave periods, and account for public holidays during the period of contract, remembering that Bank Holidays vary from country to country.
 - l. State that all travel expenses and any other “pass through costs”, such as purchasing publications, etc., related to the project should be met by the client. If travel is required, define coverage of travel expenses and travel time which should be paid by the client (at your hourly rate).
 - m. State that the client will provide telephone conference facilities, particularly if the team you will be working with is global.
 - n. Establish notice time for meetings and travel to avoid meetings scheduled with short notice.
 - o. If any training has to be taken according to client’s policy, ensure hours to be spent on training and any training-related costs are covered by client. Similarly, if any software needs to be downloaded, or other IT services are required, e.g., client-specific email account or access to shared drives, ensure hours spent setting this up and any related costs are recompensed by the client.
 - p. Establish payment conditions (timing, regular monthly payments, etc). If invoicing is based on milestones, always state that invoices will be issued on delivery of each deliverable, e.g. delivery of first draft of document, not acceptance of the deliverable by the client e.g. after review process. This ensures payment is not delayed if the client takes longer than expected to review and accept the document. Suggest that the client pays 10% on contract signature so that if the project is cancelled or delayed, you have recompense, as this change in project status may impact your other work.
 - q. Establish the payment method – direct bank transfer, wire or cheque. Remember, if the payment is in a foreign currency then banks charge a commission for the transaction; cheques from foreign banks may take up to 2 weeks to be cleared.
 - r. Fix due dates for payment, allowing at least 28 days, but possibly up to 60 days for some pharmaceutical companies. If the final payment is made within a week after invoice issue date, allow a 2% discount (usual practice in Germany). Some agencies pay immediately if there is a discount.
 - s. Consider including a paragraph stating that MW holds the copyright on the document and will not allow its use until full payment is made according to the conditions defined in the contract. This may be used as a legal tool to secure final and complete payment. For detailed information you may refer the client to the website of the copyright authority: <http://www.cla.co.uk/> (for UK or EU); <http://www.copyright.gov/> (for US)