



Parties

This Contract is between Dupuis Editing Services, operating out of Ontario, Canada, and [REDACTED].

EDITOR

EDITOR NAME: Alexa Dupuis-Bissonnette

EDITOR'S COMPANY: Dupuis Editing

EDITOR ADDRESS:

EDITOR TELEPHONE NUMBER:

EDITOR EMAIL: dupuisediting@gmail.com

CLIENT

CLIENT NAME: [REDACTED]

CLIENT ADDRESS: [REDACTED]

CLIENT TELEPHONE NUMBER: [REDACTED]

CLIENT EMAIL: [REDACTED]

EFFECTIVE DATES

The Parties agree to the following dates:

This Contract will begin on [REDACTED] and will continue until terminated, as provided in this Contract.

Statement of Work

PROJECT DESCRIPTION

The Editor is to edit the Client's [REDACTED], "[REDACTED]" for [REDACTED].

TYPE OF EDITING AND WORK PLAN

TYPE OF EDITING: [REDACTED]

THIS PROJECT REQUIRES MULTIPLE DRAFTS: YES OR NO

EDITED WORK WILL BE RETURNED TO THE CLIENT BY: Email (to [REDACTED] @ [REDACTED])

WORK BY THE EDITOR WILL BE COMPLETED BY: [REDACTED]

WORK BY THE EDITOR WILL BE DONE BY: Google Docs and virtual communications with the client

CHANGES AND ADDITIONS



Any additions or changes to the project will modify the Statement of Work, 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.

The Editor will keep the Client informed of additional work that is required or recommended and request the Client's approval for any additional work, associated expenses, and change in the project deadline.

The Client and Editor agree that requests for additional work and renegotiated deadlines or fees will be in writing as described under Modification of Agreement.

DEADLINE

The Work Plan (above) requires that both the Client and Editor meet the agreed milestones. Adjustments to the Work Plan may be required if the agreed milestones are not met.

DELIVERY DETAILS

The original work will be modified in a way that indicates all changes made by the editor. This edited work will be returned as a Google Document, shared with [REDACTED]@ [REDACTED].

A copy of the edits made by Dupuis Editing will be kept in the company's files. If the version of edited work shared with the client is corrupted or becomes unusable, the original corrections will still be accessible.

Financial Details

FEES/RATES

The Editor's fees are \$0.01 CAD per word and accounting for estimated hourly commitment, the charge for the first draft will cost [REDACTED] CAD.

This rate includes pre-emptive billing for any additional communications between the Editor and Client and accounts for hourly charges. At the discretion of the Editor, excessive communication between the Client and Editor may be billed as additional work hourly. The Client will be informed of this prior to the charges being implemented.

INVOICE

An invoice will be emailed to _____@_____ that details the final, agreed upon amount and reiterates the payment instructions for the first round of editing.

The client will pay the final amount indicated on the invoice by E-Transfer to dupuisediting@gmail.com prior to the Editor's commencement of the Work Plan.

WORK OWNERSHIP

All the work, including edits, notes, drafts, and research, are the property of the Editor until the invoice has been paid in full.

Once the invoice has been paid in full, the ownership of the edits, notes, drafts, and research transfer over to the property of the Client.

Under Canadian law, copyright in an original work automatically belongs to the person who created the work. Editing that work does not change the author's copyright in the original work, but the editor could claim copyright in the edits. Also, depending on the extent of editing, the edited version of the original work could be considered its own original work (sometimes known as a derivative work). Copyright in that changed version would rest with the editor. (See the Canadian Intellectual Property Office's "Guide to Copyright" for more information: http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/h_wr02281.html.)

Other Terms and Conditions

EDITOR'S STATUS

The Editor is an independent contractor. Nothing in this Contract will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Client and Editor.

PUBLISHING AGREEMENT

Any promotional material surrounding the Client's work must credit "Alexa Dupuis-Bissonnette of Dupuis Editing" as the editor.

Editing credit in the final, published work, will be clearly attributed to "Alexa Dupuis-Bissonnette."

CONFIDENTIALITY AND NON-DISCLOSURE

The Client will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose any information deemed confidential by the Client to any third party, except with the Client's written consent.

The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information. This same degree of protection is required of the Client with the Editor's confidential information.

USE OF COPYRIGHTED WORK

The Editor will endeavour to flag elements of the work that may require copyright permissions. However, the Client accepts responsibility for complying with the copyright laws of their region and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

WARRANTIES

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.

The Editor's responsibility is limited to notifying the Client of 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.

Rejecting or disliking the Editor's suggestions is not basis for refusing to pay the fees outlined in this Contract.

INDEMNITY AND LIABILITY

The Editor will comply with all applicable laws in performing this service.

The Client agrees to indemnify the Editor from any and all 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.

FAILURE TO PERFORM

If the Editor cannot perform the duties outlined in this Contract for reasons beyond the Client or Editor's control, the Editor will refund any amount paid by the Client for services not delivered. The Client will not have any further liability with respect to this Contract.

The Editor will not be liable for any amount of excess in the fees due under the Contract. This limitation on liability also applies if the information or materials are damaged or lost without fault on the part of the Editor.

TERMINATION

This Contract may be terminated by the Client or Editor with at least 4 days' notice. If the Contract is terminated, the Client will pay the Editor for the amount completed up until the time of termination.

The provisions of this Contract that by their nature are intended to extend beyond the termination of this Contract will survive and remain in effect despite the termination of the Contract.

Notice of termination will be given in writing to the other party in a way that is traceable by timestamp.

APPLICABLE LAW

The terms of this Contract will be interpreted in accordance to the laws of Canada and the province of Ontario.

If any part of this agreement is found to be unlawful, void, or for any reason unenforceable, it will be considered separate from this Contract and will not affect the validity and enforceability of the remaining Contract. If either the Client or the Editor waives breach or default under this Contract, the waiver will not apply to a repeat of the same breach or to a breach or default of another clause in the Contract.

MODIFICATION OF AGREEMENT

Any modification of this agreement must be in writing and acknowledged by both the Client and the Editor



Signatures

The Client and Editor confirm that they have full power and authority to enter into this Contract and acknowledge that their electronic signatures are sufficient proof of accepting the terms of this Contract.

DATE:

Editor
Alexa Dupuis-Bissonnette

Client

DRAFT