

## Contract Writer Agreement

AGREEMENT made by and between \_\_\_\_\_ whose  
 address is \_\_\_\_\_ and who is a  
 citizen of \_\_\_\_\_ (hereinafter referred to as "**Writer**"), his or her heirs,  
 executors, administrators, successors and assigns;

And \_\_\_\_\_ whose address is \_\_\_\_\_  
 \_\_\_\_\_ and who is a company incorporated in NSW Australia (hereinafter  
 referred to as "**Publisher**"), his or her heirs, executors, administrators, successors and assigns;

Concerning a Work presently titled: XXXXXXXXXXXXXXXXXXXX (hereinafter referred to as the "**Work**").

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. Origination of material

It is agreed that the Publisher will supply article/chapter outlines and some research materials that the Writer may require to complete the Work. The writer may be required to do additional research based on the writing requirements of the content outlines. The content will be arranged in magazine style format for online and print publication.

### 2. Credit

The text and credits will be split between the writer and the publisher's author(s). Part of the text and credits will be framed so as to give the Publisher's author(s) full and sole credit as author(s) of the Work. Writer agrees to keep the nature of Writer's contribution and the fact that the Work will be published under the name of Author, strictly confidential. Another part of the text and credits will be framed so as to give the Writer full and sole credit as the author of the work. The final split will be decided at the discretion of the Publisher but the writer will receive credit for no less than 25% of the work or 2-3 articles/ chapters.

### 3. Costs

For the preparation of illustrations for the Work, it is necessary to engage artists or photographers, the costs of such work are to be borne entirely by the Publisher. Otherwise, the entire work and cost of preparing a manuscript fit for publishing, such as research, typing and photocopying, shall be undertaken by the Writer.

### 4. Copyright clearances

Writer is responsible for securing any copyright clearances for material used.

### 5. Indemnity

The Writer shall indemnify, defend and hold the Publisher, its subsidiaries and affiliates and its and their respective agents, officers, directors and employees harmless from any claims, demands, suits, actions, proceedings or prosecutions based on facts which, if true, would constitute a breach of any third party's copyright in creating the Work, and any liabilities, losses, expenses (including attorney's fee) or damages in consequence thereof.

## 6. Proofreading

The responsibility of reading and correcting proofs shall be undertaken by the Writer. The Publisher will provide editorial feedback.

## 7. Deliverables

The Writer agrees to deliver to the Publisher, not later than July 25, 2006, two (2) complete manuscripts of the Work in the English language, in Microsoft word format, approximately 25,000 words in length, or 50 pages, acceptable to the Publisher in form and substance and ready to set into type. The work will be based on, and cover the subject matter/ topics requested in the outlines, written in a language appropriate for the audience (magazine style aimed at parents and caregivers). The Publisher requests that the various sections of the manuscript be delivered sequentially as each is completed.

## 8. Copyright in Work

The copyright for the finished work is to be held solely by the Publisher; all royalties resulting from the sale of the Work in print or electronic formats, or from the sale of subsidiary rights, are to go to the Publisher.

## 9. Permission to Publish Excerpts

With prior written permission from the Publisher, Writer has the right to grant to third party purchasers the privilege of publishing excerpts and summaries of the Work not to exceed in the aggregate one thousand (1000) words, for advertising, publicity and other commercial use. In the event of any such publication, the Author shall promptly notify the publisher thereof and supply the Publisher with one (1) copy of such publication. This includes, with prior written consent from the Publisher, the sale of excerpts for the Writer's personal profit/ gain.

## 10. Manuscript acceptability

Writer shall submit a manuscript which is satisfactory to Publisher in form and content. Acceptability of the written Work shall be at the sole discretion of Publisher, based on the outlines supplied, and the standard of the Writer's works reviewed as part of the recruitment process. **(A reference to one of these works will be noted in this section of the final contract once a writer has been chosen and engaged).**

## 11. Work timetable and fees

For completing the manuscript, in form fit for submission to publisher, Publisher will pay Writer the total sum of XXXXXXXXXXXXXXXX through the internet portal writerslance.com. The manner of payment shall be as follows (or as agreed):

- A. On completion of this agreement, and before commencement of the work, an advance of \_\_\_\_\_ dollars.
- B. On completion of the first draft, \_\_\_\_\_ dollars.
- C. On completion of the second draft, \_\_\_\_\_ dollars.
- D. On completion of the final draft, \_\_\_\_\_ dollars.
- E. And any previously approved, mutually agreed upon expenses.

These fees are full and complete and Writer fully understands there will be no further compensation or royalties.

**12. Work for hire**

This is a "work for hire" in which Publisher owns all copyright interests, and Writer assigns all of same to Publisher.

**13. Term**

This contract shall run for the copyright life of the manuscript and any subsequent publications.

**14. Interpretation**

Regardless of the place of its physical execution, this Agreement shall in all respects be interpreted, construed and governed by the laws of the State of NSW, Australia.

**15. Modification or waiver**

This agreement constitutes the complete understanding of the parties. This Agreement may not be modified or altered except by written instrument executed by the Publisher. No waiver of any term or condition of this Agreement or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of the Agreement or of any part thereof.

**16. Arbitration.**

If any difference shall arise between the Publisher and the Writer touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire; judgment on the award rendered may be entered in any court having jurisdiction thereof.

**17. Disputes-attorneys' fees**

In any action upon this agreement, including litigation and arbitration, the party which prevails will have all attorneys' fees and costs paid by the losing party.

**18. Good faith**

This contract is being entered into in good faith.

IN WITNESS WHEREOF the parties hereto have executed and duly witnessed this Agreement as of the day and year written below.

**Writer**

**Publishers representative**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Signed): \_\_\_\_\_

(Signed): \_\_\_\_\_

(Witnessed): \_\_\_\_\_

(Witnessed): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_