

## **Contract for a Commissioned Essay**

This agreement is entered into between XXX (hereafter, "Writer") and your institution (hereafter, "Commissioner"), as signed by an authorized representative of Commissioner.

### **Length, Fee, and Delivery Date:**

Writer will produce an essay of the agreed-upon length, submitted on the agreed-upon Delivery Date as set forward in Commissioner's email offer to Writer. In this case, the length is XXX and the due date is XXX for the book/volume with working title XXX. Writer will be paid \$2 per word, in this case amounting to a Writer's fee of \$X,XXX.

### **Correspondence:**

One individual at Commissioner will be nominated Writer's contact person (hereafter, "Point Person") for any correspondence directed to Writer. It is understood that Commissioner is a complex institution with many, often full-time, staff members working in various departments, whereas Writer is an individual hired on a contract basis to produce a single essay. Excessive correspondence results in uncompensated labor that diminishes the value of Writer's fee for the negotiated scope of the commissioned essay. Correspondence addressed to Writer will be sent by Point Person in a single weekly email to Writer.

Writer agrees to two (2) one-hour Zoom meetings regarding the essay with Point Person and any other staff Commissioner chooses to include in such meetings. The first Zoom meeting will clarify the theme and scope of the essay, and the images to be illustrated. The second Zoom meeting may clarify the Line Edit, as defined below.

A contract received by Writer from Commissioner with a length of over three (3) single-spaced pages result in a writers' fee increase of \$25 per contract page. Review of excessively bureaucratic contracts results in uncompensated labor that reduces the value of Writer's fee.

It is understood that Writer has been commissioned for their experience, expertise, professionalism, and record of publication, and that conversation in the initial Zoom meeting about the topic of the essay has conveyed to Commissioner in acceptable fashion the direction Writer intends to take in order to research and produce the essay.

### **Payment:**

The first half of the Writer's fee (\$X,XXX) will be paid to the Writer within ten (10) business days of completion of this contract. Accompanying a counter-signed agreement Writer will provide instructions about accomplishing payment to Writer's account through Writer's bank, along with Writer's W9 form. If any confusion arises about how to complete a wire transfer to Writer, Commissioner will issue a payment via paper check to Writer sent to the address on the W9 form. Any HR "on-boarding" paperwork, online payment forms, etc. are the sole responsibility of Commissioner.

### **Editorial Process:**

The second half of Writer's fee will be paid to the Writer upon completion of an editorial process (hereafter, "Editorial Process") between Writer and Commissioner.

Editorial Process is defined as:

- a) one (1) round Line Edit (suggestions about tightened sentence structure, word choice and syntax, and the pacing and logical flow of the essay) completed by Writer after delivery to Writer by Point Person;
- b) one (1) round Copy Edit (grammar, spelling and punctuation corrections only) completed by Writer after delivery to Writer by Point Person.

The timeline for the Editorial Process is as follows: Commissioner's Line Edit will be provided to Writer through Point Person within four (4) weeks of Writer's delivery of essay. Commissioner will provide Writer three (3) weeks to return Essay Revision for Copy Edit. Commissioner's Copy Edit will be provided to Writer through Point Person within eight (8) weeks of Writer returning Essay Revision, providing Writer three (3) weeks to return Final Essay.

This concludes the Editorial Process. The second half of Writer's fee (\$X,XXX), is due within ten (10) business days of Writer's return of Final Essay.

If Commissioner experiences delays completing above timeline for either stage of the Editorial Process— a) Line Edit, and/or b) Copy Edit— the Essay submitted by Writer on delivery date will be considered the Final Essay.

After payment of second half of Writer's fee, Writer agrees to proofread one (1) design proof of Writer's essay if provided to Writer within six (6) months of the date of this agreement.

#### **Illustrations and Bio:**

With delivery of the essay, Writer agrees to provide a short bio, and list of images illustrating the essay, within a set number agreed upon by Commissioner and Writer. The list of illustrations will include a short caption (artist name, title of work, date) along with a thumbnail image. Commissioner assumes all responsibility for securing image rights for illustrations.

#### **Copyright:**

This work is considered a contribution to a collective work under section 201 of the United States Copyright Act. Copyright in each separate contribution to a collective work is distinct from copyright in the collective work as a whole, and vests initially in the author of the contribution. Under US copyright law, Writer owns the copyright to the essay. Through this agreement, owner of the copyright of the collective work, Commissioner acquires permission to reproduce and distribute the contribution as part of the collective work, any revisions or editions of that work, and any later collective work in the same series. Therefore, Commissioner and the Writer may share copyright for the published material. Commissioner will act on behalf of the Writer in granting permission to reproduce the material and will stipulate that the Writer be credited in those circumstances. The volume's copyright page will contain the following text: Essay by XXX @[Commissioner's name] and the author.

#### **Kill Fee:**

If for whatever reason Commissioner chooses not to publish Writer's essay after the signing of this agreement or refuses to offer an Editorial Process to Writer after Writer's delivery of essay, a kill fee of 100% of the remaining Writer's fee will be paid to Writer by Commissioner.

**Accepted and Agreed to:**

\_\_\_\_\_  
By: XXX, Writer

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Commissioner

\_\_\_\_\_  
Printed Name/Title of Signatory

\_\_\_\_\_  
Date

Draft