Copywriting Agreement

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HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The parties

1.1 This agreement is made on [DATE] between [CLIENT BUSINESS NAME], of [ADDRESS] (the "Client"), and [WRITER FULL NAME OR COMPANY], of [ADDRESS] (the "Writer").

1.2 The Client's contact for briefs and approvals is [NAME, ROLE AND EMAIL] (the "Approver"). Only the Approver can approve copy or change the brief.

2 The brief

2.1 The Writer will write the copy described in the brief in the Schedule (the "Brief"): the product or service, the audience, the markets, the tone, the key messages, the call to action, and the claims the Client wants made.

2.2 The Client will send the Writer, by [DATE], the brand guidelines, product facts, past copy, research and evidence the Writer needs. Every date in clause 3 moves by one day for each day this material is late.

2.3 A change to the Brief after writing starts, such as a new audience, a new product or a new market, is new work. It is quoted and agreed in writing before the Writer starts it.

3 Deliverables and dates

3.1 The Writer will deliver the copy listed in the Schedule (the "Deliverables"), each with its length and its delivery date.

3.2 Copy is delivered as [A GOOGLE DOC / A WORD FILE] by email. The Writer delivers words. Design, layout, coding, uploading, image sourcing, translation and media buying are not included unless the Schedule lists them.

3.3 Each date in the Schedule assumes the Approver sends feedback within [FIVE] working days. If feedback is later, the next date moves by the same number of days.

4 Revisions

4.1 Each Deliverable includes [TWO] rounds of revision. A round is one set of written comments from the Approver on that Deliverable, sent together.

4.2 The Writer will return each revised draft within [THREE] working days of receiving the comments.

4.3 Further rounds are charged at [RATE PER HOUR OR PER ROUND]. A request that changes the Brief is handled under clause 2, and is not a revision.

5 Fee and payment

5.1 The Client pays the Writer on one of the bases below. Strike the other.

- ☐ A project fee of [AMOUNT AND CURRENCY] for all the Deliverables in the Schedule.
- ☐ A day rate of [AMOUNT AND CURRENCY], estimated at [NUMBER] days. The Writer tells the Client in writing before the estimate is passed.

5.2 The fee is plus any GST, VAT or other tax that applies.

5.3 [50]% is paid on signing. The rest is paid on approval of the last Deliverable, or [30] days after its final draft is delivered, whichever comes first. Invoices are due within [14] days, and work starts when the first payment arrives.

6 Approval

6.1 The Approver approves each Deliverable in writing. An email or a message that says "approved" counts.

6.2 Approval means the Client has checked the copy for accuracy, for the claims in it and for the brand, and accepts it for publication.

6.3 If the Client or anyone else changes the copy after approval, the Writer is not responsible for the changed words.

7 Claims and evidence

7.1 The Client is responsible for every factual claim in the copy, including numbers, results, prices, comparisons with competitors, "best", "fastest" or "number one" claims, health, financial and environmental claims, and testimonials.

7.2 Before any copy is published, the Client will hold evidence for each claim a reader would take as a fact, and will show it to the Writer on request. The Writer will flag in each draft every claim that needs evidence.

7.3 The Writer will not invent a statistic, a result, a quote, a review or a testimonial, and will not write a review or testimonial in the name of a customer who did not give it. Testimonials come from real customers, in their words, with their permission, and the Client keeps the record.

7.4 The Client is responsible for checking the copy against the advertising rules in each market where it runs, and against any sector rules, such as those for health, food, finance, alcohol, property or children.

- ☐ Before the copy runs, the Client will have [A LAWYER / ITS COMPLIANCE TEAM] review it for [MARKETS].

7.5 The Client will pay the Writer's reasonable costs of answering any complaint or claim that arises from facts the Client supplied or approved.

8 Who can use the copy

8.1 The Client chooses option A or option B. Strike the other.

- ☐ Option A, licence. The Writer keeps the copyright and grants the Client a [NON-EXCLUSIVE / EXCLUSIVE] licence to use the final approved copy in these media: [FOR EXAMPLE WEBSITE, EMAIL, PAID SOCIAL, PRINT, OUTDOOR, TV AND RADIO], in these countries: [COUNTRIES, OR "WORLDWIDE"], for [12 MONTHS FROM FIRST PUBLICATION]. More media, countries or time are licensed for [A FEE AGREED IN WRITING].
- ☐ Option B, assignment. The Writer assigns to the Client all copyright in the final approved copy, for the whole world, for the full term of copyright, in every medium and format now known or developed later.

8.2 Under either option, the rights in each Deliverable pass when its fee is paid. No royalty or further payment is due beyond what this clause states. The rights do not lapse if the Client does not use them within one year.

8.3 Headlines, concepts and drafts the Client did not choose: ☐ stay with the Writer ☐ pass to the Client with the approved copy.

8.4 A brand name, tagline or slogan may need a trade mark search before use. The Client commissions that search.

9 Credit and the Writer's portfolio

9.1 The Writer is not credited in the copy unless the Client agrees in writing. To the extent the law allows, the Writer agrees not to assert any right to be named as author of the copy.

9.2 Portfolio. Keep one option and strike the others.

- ☐ The Writer may show the published copy, with the Client's name, in a portfolio, on a website and in pitches, once it is public.
- ☐ The Writer may show it only without the Client's name, or after [DATE].
- ☐ The Writer will not show or mention the work.

9.3 Unpublished copy, results data and anything confidential under clause 12 stay out of the portfolio under every option.

10 Original work

10.1 The Writer's copy will be original. It will not copy another person's published work, and it will not follow a competitor's advertising so closely that it suggests copying.

10.2 Material the Client supplies, such as product descriptions, research or quotes, is the Client's responsibility. The Writer may use general know-how, methods and common phrases in other work.

11 Use of AI

11.1 Keep one option and strike the others.

- ☐ No AI tool will write, rewrite or edit any part of the copy.
- ☐ The Writer may use AI tools for research, idea lists and first drafts. The Writer rewrites and checks every line before delivery, and checks every fact against a source.
- ☐ The Writer may use AI tools as the Writer chooses, and is responsible for the copy as if it were written by hand.

11.2 Under every option, the Writer will not upload the Client's confidential material to any AI tool that uses it to train a model, and will name the tools used if the Client asks.

12 Confidentiality

12.1 The Writer will keep confidential everything the Client shares that is not public, including product plans, launch dates, prices, results, customer data and the Brief, and will use it only for this work.

12.2 This does not cover information that is public through no fault of the Writer, or that the law requires the Writer to disclose. It lasts for [TWO] years after the last Deliverable, and with no end date for customer personal data.

12.3 If the Client shares customer personal data, the Writer will delete it when the work ends.

13 Cancelling and the kill fee

13.1 The Client may cancel this agreement, or any Deliverable, by written notice.

13.2 On cancellation the Client pays: (a) the full fee for every Deliverable already delivered; (b) a kill fee of [50]% of the fee for any Deliverable the Writer has started but not delivered; and (c) nothing for Deliverables not started. The deposit counts towards these sums, and any balance is refunded within [14] days.

13.3 The Client may use cancelled work once it is paid for, and only under clause 8.

13.4 If the Writer cannot finish, the Writer refunds the fee for any Deliverable not delivered and hands over the drafts.

13.5 Either party may end this agreement if the other breaches it and does not put the breach right within [14] days of written notice.

14 Disputes and general

14.1 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY]. If a dispute arises, the parties will talk in good faith for [30] days, then try mediation in [CITY], and then go to the courts of [CITY].

14.2 The Writer is an independent contractor, not an employee, and may work for other clients, including in the same industry.

- ☐ During this agreement the Writer will not write for these direct competitors of the Client: [NAMES].

14.3 This agreement and its Schedule are the whole agreement about this work. Changes count only in writing, and email counts. It may be signed electronically and in counterparts. If any clause is unenforceable, the rest stands.

Schedule: the brief and the deliverables

Product or service	[WHAT IS BEING SOLD]
Audience and markets	[WHO READS IT, AND IN WHICH COUNTRIES]
Tone and key messages	[THREE WORDS FOR THE TONE, AND THE MESSAGES IN ORDER]
Claims to make	[EACH CLAIM, AND THE EVIDENCE THE CLIENT HOLDS FOR IT]

1/	[DELIVERABLE, LENGTH, DELIVERY DATE]
2/	[DELIVERABLE, LENGTH, DELIVERY DATE]
3/	[DELIVERABLE, LENGTH, DELIVERY DATE]

Signatures

Client (authorised signatory)

SIGNATURE

FULL NAME

DATE

Writer

SIGNATURE

FULL NAME

DATE