

Ghostwriting and Biography Agreement

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1. The parties and the book

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

1.2 The Writer will write a book about [SUBJECT: THE CLIENT / NAME OF THE PERSON THE BOOK IS ABOUT] (the "Subject"), with the working title [WORKING TITLE] (the "Book").

1.3 The Book will be about [60,000 TO 90,000] words, written in [LANGUAGE].

2. What the Writer will do

2.1 The Writer will: (a) interview the Subject and the people the Client introduces, for [30 TO 60] hours in total; (b) read the documents, letters and photographs the Client provides; (c) write a chapter plan for the Client's approval; (d) write a full first draft; (e) revise the draft as set out in clause 5; and (f) deliver a final manuscript ready for a copy editor and designer.

2.2 Not included unless added in writing: printing, publishing, ISBN, cover design, translation, indexing, legal review of the content, and any interview hours beyond [60].

3. Fee and the four payments

3.1 The total fee is [AMOUNT AND CURRENCY], plus any GST, VAT or other tax that applies.

3.2 The fee is paid in four parts, each against a deliverable: Part 1, [25]% on signing this agreement; Part 2, [25]% on the Client's written approval of the chapter plan; Part 3, [25]% on delivery of the full first draft; Part 4, [25]% on delivery of the final manuscript.

3.3 The Writer invoices each part when its deliverable is met. Invoices are due within [14] days. Work on the next stage starts when the invoice for the last one is paid.

4. Timeline

4.1 The Writer will aim to deliver the final manuscript within [SIX] months of signing.

4.2 Each stage has a target date in Schedule 1. If the Client or an interviewee is not available, or feedback arrives late, the dates move by the same number of days.

5. Revisions

5.1 The Client may ask for [THREE] rounds of revision on the full draft. A round is one set of written comments from the Client, sent together, covering the whole draft.

5.2 The Writer will return each revised draft within [21] days of receiving the comments.

5.3 Further rounds, or changes to the agreed chapter plan after the first draft, are charged at [RATE] or as agreed in writing.

6. Travel and expenses

6.1 No travel is included in the fee. The Client pays all travel at cost: flights, trains, hotels, local transport, visas and travel insurance.

6.2 The parties will agree each trip and its budget in writing before anything is booked. The Writer will send receipts. The Client will pay or reimburse within [14] days of receiving them.

6.3 Other costs, such as archive fees, document retrieval, translation of source material or transcription by hand, are paid by the Client at cost and agreed in writing first.

7. Who owns the book

7.1 The Writer assigns to the Client all copyright and other rights in the Book, the chapter plan, the drafts, and the interview recordings and transcripts the Writer makes for the Book (together, the "Work").

7.2 The assignment covers the whole world, the full term of copyright, and every form and medium, now known or developed later, including print, ebook, audiobook, film, television, stage, translation, serialisation and online use.

7.3 Copyright in each deliverable passes to the Client when the part of the fee due for it is paid. The Client is not required to publish or use the Work, and the assignment does not lapse if the Client does not use it.

7.4 The Writer will sign a separate copyright assignment deed on request, and any other document the Client reasonably needs to record the assignment.

8. Credit and byline

8.1 The Client chooses one of the following. Strike the others.

- ☐ The Client or Subject is the sole named author. The Writer is not named anywhere in or on the Book.
- ☐ The Writer is thanked in the acknowledgements, in words the Client approves.
- ☐ The cover reads "[SUBJECT NAME] with [WRITER NAME]" or "as told to [WRITER NAME]".
- ☐ The Writer is named as co-author.

8.2 To the extent the law allows, the Writer agrees not to assert any right to be identified as author beyond the option chosen above.

8.3 Portfolio: ☐ The Writer may list the Book in their portfolio after publication. ☐ The Writer will not mention the Book or the engagement to anyone.

9. Confidentiality

9.1 The Writer will keep confidential everything learned through this engagement, including what is said in interviews, what is left out of the Book, the drafts and the documents the Client provides. If the Client chose sole authorship in clause 8, the Writer will also keep the engagement itself confidential.

9.2 The Writer may share material only with people working on the Book, such as a transcriber or a researcher, who are bound by the same terms in writing. The Writer is responsible for them.

9.3 This clause does not cover information that is public through no fault of the Writer, or that the law requires the Writer to disclose. It continues after this agreement ends, with no end date.

10. Use of AI

10.1 The Writer writes every sentence of the Book. No AI tool will write, rewrite, edit or proofread any part of the Book, plan or conduct an interview, research or check facts, or invent any quote, scene or detail.

10.2 The Writer may use AI tools only for the uses below. The Client may strike any of them before signing.

- ☐ Transcription of interview recordings, with every quotation used in the Book checked against the audio by the Writer.
- ☐ Sorting transcripts by person, place and year, and building a first timeline.
- ☐ Typesetting and preparing print files after the manuscript is final.

10.3 Any tool that receives recordings or transcripts must be set so the Client's material is not used to train an AI model. The Writer will not add any other use of AI without the Client's prior written consent.

11. Stopping after any stage

11.1 Either party may end this agreement after any deliverable in clause 3, by written notice.

11.2 If the Client ends it, the Client pays the parts of the fee for deliverables already delivered, plus approved expenses already incurred, and nothing more. The Client keeps everything delivered and paid for, and owns it under clause 7.

11.3 If the Writer ends it without the Client being in breach, the Writer refunds any part of the fee paid for a deliverable not yet delivered, and hands over all recordings, transcripts and notes.

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

12. If the storyteller or the Writer cannot continue

12.1 If the Subject dies, or becomes too ill to continue, before the final manuscript, [CLIENT, OR THE FAMILY MEMBER NAMED HERE: NAME] will decide in writing within [30] days whether the Writer: (a) finishes the Book from the recordings and documents already gathered, with interviews of other people in place of the Subject; or (b) stops, under clause 11.

12.2 If the Writer dies or becomes too ill to continue, the Client receives every recording, transcript, note and draft made so far, owns them under clause 7, and pays only for deliverables already delivered.

12.3 In either case the recordings and notes stay confidential under clause 9.

13. Facts, people and permissions

13.1 The Client will give true information, to the best of the Client's knowledge, and will tell the Writer about any fact that is in dispute.

13.2 The Writer's text will be original and will not copy any other published work, except material the Client supplies or quotes used with permission.

13.3 The Writer will not invent quotes or events, and will flag any passage that may be defamatory, invade someone's privacy, or breach a confidence.

13.4 The Client is responsible for a legal review of the final manuscript before publication, and for decisions about what is published.

13.5 Each person interviewed will be asked to sign an interview consent and release form. Photographs and documents from other people will be covered by a photo and archive permission form.

14. Disputes and the law

14.1 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY].

14.2 If a dispute arises, the parties will first talk in good faith for [30] days. If that fails, they will try mediation in [CITY]. If that fails, ☐ the courts of [CITY] have exclusive jurisdiction ☐ the dispute goes to

arbitration by a sole arbitrator in [CITY], under [RULES, FOR EXAMPLE THE ARBITRATION AND CONCILIATION ACT 1996 (INDIA)].

15. General

15.1 This agreement and its schedules are the whole agreement between the parties about the Book. Changes are valid only in writing signed or confirmed by email by both parties.

15.2 Notices may be sent by email to the addresses below. This agreement may be signed in counterparts and by electronic signature.

15.3 If any clause is unenforceable, the rest of the agreement stands.

Schedule 1: target dates

Chapter plan: [DATE]

Full first draft: [DATE]

Final manuscript: [DATE]

Signatures

Client

Signature · Name · Date

Writer

Signature · Name · Date

Subject (if not the Client), confirming consent to be interviewed and written about

Signature · Name · Date