Writer Subcontractor 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 and the project

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

1.2 The Writer has agreed to write [DESCRIPTION, FOR EXAMPLE A MEMOIR OF ABOUT 70,000 WORDS] (the "Project") for [CLIENT NAME, OR A CODE NAME IF THE CLIENT AGREEMENT KEEPS THE NAME CONFIDENTIAL] (the "Client"), under an agreement dated [DATE] (the "Client Agreement").

1.3 The Writer hires the Subcontractor to help with the Project as set out in clause 2. The Subcontractor's contract is with the Writer alone. The Client is not a party to it.

2 The work

2.1 The Subcontractor will do the work ticked below (the "Work"). Strike what does not apply.

- ☐ Research: [TOPICS, PLACES AND YEARS], with a source for every fact.
- ☐ Transcription: [NUMBER] hours of interview audio, typed [VERBATIM / CLEAN VERBATIM], with speaker names and a timestamp every [2] minutes.
- ☐ Fact-checking: every name, date, place and figure in [CHAPTERS OR PAGES], each marked confirmed, corrected or unconfirmed, with its source.
- ☐ Writing: [CHAPTERS, SECTIONS OR WORD COUNT], from the Writer's outline and material, in the voice and style the Writer sets.

2.2 Deliverables and dates are in Schedule 1. The Writer will tell the Subcontractor within [7] days of each delivery if it falls short of this clause, with reasons. If the Writer says nothing in that time, the delivery is accepted.

2.3 Anything not listed here, including extra hours, is outside this agreement unless the Writer agrees to it in writing first.

3 The fee

3.1 The Writer will pay the Subcontractor [AMOUNT AND CURRENCY] for the Work, or [RATE] per [HOUR / AUDIO HOUR / 1,000 WORDS] up to a cap of [AMOUNT], plus any GST, VAT or other tax that applies.

3.2 The Subcontractor invoices [ON DELIVERY OF EACH ITEM IN SCHEDULE 1 / AT THE END OF EACH MONTH].

3.3 Expenses such as archive fees, document copies or travel are paid by the Writer at cost, against receipts, if the Writer approves them in writing before they are spent.

3.4 The fee does not depend on what the Client thinks of the Writer's own work. It changes only if the Subcontractor's Work falls short of clause 2 and is not put right within [7] days of the Writer's written notice.

4 When the Writer pays

4.1 The Writer pays each invoice under one of these two options. Keep one and strike the other.

- ☐ On a fixed date: within [14] days of receiving the invoice, whether or not the Client has paid the Writer.
- ☐ When the Writer is paid, with a longstop: within [7] days of the Writer receiving the Client's payment for the stage that includes the Subcontractor's Work, and in any case no later than [45] days after receiving the invoice, whether or not the Client has paid by then.

4.2 If the second option applies, the Writer will tell the Subcontractor within [3] days of the Client paying for that stage.

4.3 Late payment carries interest at [RATE] a year, or the rate the law sets if that is higher.

5 Confidentiality

5.1 The Subcontractor will keep confidential everything learned through the Project, including the Client's identity, what is said in interviews, what is left out of the book, the drafts, the documents and research, and the fact that the Project exists.

5.2 These duties are at least as strict as the Writer's own duty of confidentiality to the Client. The Writer has given the Subcontractor a copy of that duty from the Client Agreement, and the Subcontractor agrees to it on the same terms.

5.3 The Subcontractor will share confidential material with no one, including their own assistants or subcontractors, without the Writer's prior written consent. Anyone the Writer approves must first sign terms as strict as these.

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

6 Interview recordings and personal data

6.1 Recordings, transcripts and notes for the Project hold personal data about the Client, the subject of the book and the people interviewed, some of it sensitive: health, religion, money, family. The Subcontractor will handle that data only on the Writer's written instructions and only for the Work.

6.2 The Subcontractor will: (a) keep it only in the places listed in Schedule 1, behind a password and two-step sign-in; (b) not copy it to personal devices, messaging apps or email beyond what the Work needs; (c) not pass it to anyone without the Writer's prior written consent; (d) tell the Writer within [48] hours of any loss, theft or access by someone not allowed to see it; and (e) help the Writer answer any request from a person in the recordings to see, correct or delete their data.

6.3 The Subcontractor will not hold or open Project material outside [COUNTRY OR COUNTRIES] without the Writer's written consent.

6.4 Within [14] days of finishing the Work, or sooner if the Writer asks, the Subcontractor will return or delete every recording, transcript, note and copy, and confirm in writing that it is done. Copies in automatic backups may stay until they are overwritten, and remain confidential.

7 Use of AI

7.1 The Subcontractor will not use any AI tool to write, rewrite, summarise or edit text for the Project, to invent or tidy a quote, or to research or check a fact, except as this clause allows.

7.2 The Subcontractor may use AI tools only for the uses below. The Writer strikes any use the Client Agreement does not allow.

- ☐ Transcription of recordings, with every quotation the Writer may use checked against the audio by the Subcontractor.
- ☐ Searching and sorting transcripts by person, place and year.
- ☐ Translating source documents for the Writer's reference, with each translation marked as machine translation.

7.3 Any tool that receives Project material must be set so the material is not used to train an AI model. The Subcontractor will name each tool to the Writer before first use, and will add no other tool without the Writer's written consent.

8 Copyright

8.1 The Subcontractor assigns to the Writer all copyright and other rights in everything the Subcontractor makes for the Project, including research notes, transcripts, fact-check reports, outlines and text (the "Work Product").

8.2 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 and online use. It includes the right to assign the Work Product on to the Client, the Client's publisher or anyone else, without further consent or payment.

8.3 Copyright in each item passes to the Writer when it is paid for. No royalty or further payment is due for the assignment. It does not lapse if the Writer or the Client does not use the Work Product within one year, or at all.

8.4 The Subcontractor confirms that the Work Product is their own work, copied from no other published work except quotations and sources marked as such, and that no one else has a claim on it. The Subcontractor will sign any further document the Writer or the Client reasonably needs to record the assignment.

9 Credit

9.1 The Subcontractor is not named in or on the book, or in publicity for it, unless the Writer agrees in writing. Keep one option and strike the others.

- ☐ No credit anywhere.
- ☐ Thanked in the acknowledgements, in words the Writer and the Client approve, if the Client agrees.
- ☐ Credited as [FOR EXAMPLE, RESEARCHER] on [THE COPYRIGHT PAGE / THE WRITER'S WEBSITE].

9.2 To the extent the law allows, the Subcontractor waives, or agrees not to assert, any right to be identified as author of the Work Product beyond the option chosen above, and consents to it being edited, cut, combined and adapted.

9.3 Portfolio: ☐ The Subcontractor may describe the kind of work done, without naming the Client, the subject or the book. ☐ The Subcontractor will not mention the Project to anyone.

10 The Client and the people in the book

10.1 The Subcontractor will not contact the Client, the Client's family or anyone interviewed for the Project except as the Writer arranges, and will pass any approach from them to the Writer within [2] days.

10.2 The Subcontractor will not speak for the Writer or the Client, or make any promise on their behalf.

☐ For [12] months after this agreement ends, the Subcontractor will not offer to work on the Project, or on another book about the same subject, for the Client without the Writer's written consent. This does not stop the Subcontractor working for anyone in any other way.

11 Independent contractor

11.1 The Subcontractor is an independent contractor and is not an employee, partner or agent of the Writer. The Subcontractor uses their own equipment, sets their own hours within the dates in Schedule 1, pays their own tax, and is free to work for others.

11.2 Nothing in this agreement makes the Writer responsible for the Subcontractor's insurance, pension, leave or benefits.

12 Stopping early

12.1 Either party may end this agreement by [7] days' written notice.

12.2 If the Client Agreement ends, or the Client stops or pauses the Project, the Writer may end this agreement at once by written notice.

12.3 In every case the Writer pays, under clause 4, for Work done up to the date of ending at the rates in clause 3 (a fixed fee in proportion to the Work done), plus approved expenses already spent. The Subcontractor delivers all Work Product, finished or not, and returns or deletes Project material under clause 6.

12.4 Either party may end this agreement at once if the other breaches it and does not put the breach right within [7] days of written notice.

12.5 Clauses 5, 6, 8, 9 and 10 continue after this agreement ends.

13 Disputes, law and the rest

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

13.2 If a dispute arises, the parties will first talk for [14] days. If that fails, ☐ the courts of [CITY] have exclusive jurisdiction ☐ the dispute goes to mediation in [CITY], then to arbitration by a sole arbitrator in [CITY].

13.3 This agreement and its schedule are the whole agreement between the parties about the Work. Changes are valid only in writing signed or confirmed by email by both parties. It may be signed in counterparts and by electronic signature. If any clause is unenforceable, the rest of the agreement stands.

Schedule 1: the brief

Project	[WORKING TITLE OR CODE NAME]
Client Agreement dated	[DATE]
Work	[FOR EXAMPLE, TRANSCRIBE 30 HOURS OF INTERVIEW AUDIO, CLEAN VERBATIM]
Deliverables and dates	[WHAT IS DUE, AND WHEN]
Fee	[AMOUNT, OR RATE AND CAP]
Where material is kept	[FOR EXAMPLE, THE WRITER'S SHARED DRIVE AND ONE TRANSCRIPTION SERVICE WITH TRAINING SWITCHED OFF]

Signatures

Writer

SIGNATURE

FULL NAME

DATE

Subcontractor

SIGNATURE

FULL NAME

DATE