

## Sample Work Agreement (Template)

This is an agreement between the contractor Robert Nagle (aka Robert Nagle Documentation Services, or Personville Press) and the client XXXXXXXXXXXX. Specific terms and money/time estimates are on page 3.

### Services Performed will include:

1. *Editorial Consulting*. That encompasses services such as: needs analysis, conference, telephone calls, written notes and oral feedback. AND/OR
2. *Written Deliverable* based on the needs analysis. AND/OR
3. XXXXXXXXXXXX (Optional) *Formatting of this deliverable*, according to a client's requirements AND/OR
4. *Quality control* of this deliverable.

### Payment Details

This agreement is for a flat rate instead of an hourly rate. For flat rate agreements, it is not typical for the contractor to provide a detailed breakdown of hours worked.

An **advance payment** must be made before work will begin. The amount of the advance payment will be described in page 3 of this agreement. This advance payment will reflect an initial estimate of the time required. i.e, 10 hours.

Client must pay 100% of advance payment before work will begin. Partial payments are not allowed.

The initial work estimate reflects a good faith estimate of the hours required to complete work of moderate difficulty. By its nature, writing assignments have hidden complexity, and some tasks (and editing rounds) may require significantly more time than expected.

In some cases, the contractor may ask for an additional payment to cover this extra time. If that becomes necessary:

1. the writer should notify the client as soon as possible and gain agreement before proceeding.
2. the writer should try to offer an alternative solution using the original budgeted amount (perhaps limiting the scope or reducing the revision process).
3. the writer will try to share at least some of the extra burden of the increased budget by contributing some work at no charge.
4. The extra payment must be made before work can continue.

### Handling Disputes

If the client is unhappy with the work:

- the client should notify the contractor about these problems in the designated way: by phone/by email.

- the contractor will listen, study the problem and offer a solution which stays within the initial budget. In some cases, the contractor will need to require an additional payment to cover the extra time to provide a satisfactory solution.

## Discontinuing Service before Work Completion

Either side may request that the agreement be stopped before the work is done.

The client may request a partial refund, and the writer/contractor will determine if any kind of refund is justified under the circumstances. The writer/contractor has final authority about what kind of refund (if any) will be offered.

When either side requests for work to stop before work completion, the contractor must return digital copies of any notes/drafts within 24 hours.

## Requesting/Receiving a Refund

It is rare for a client to receive a partial or full refund after the agreement is made and the advance fee was paid. In most cases, the work is performed to the client's satisfaction. The contractor is **NEVER obligated** to offer a full or partial payment.

In some cases, disagreements may occur or one side may have reason to terminate the work relationship before work is complete. In such cases, a partial refund may be offered by the contractor if the client requests and the contractor deems it appropriate.

The client may ask for a refund. Typically, the request will be in writing via email.

Within 24 hours, the contractor will reply with a determination about whether a refund is justified and what the amount of the refund should be. If the contractor decides that a refund is necessary, typically this refund is sent within 14 days. Typical method of sending a refund is by check mailed by post.

If a contractor determines that a refund is necessary, these factors will determine the amount of the refund:

- how many hours of time the contractor has already spent on this project, and how this compares to the initial time estimate made (this is the most important factor).
- what extra expenses the contractor has incurred (material, software licenses, etc).
- how usable the work completed so far is for the client.
- how much written useful oral and written feedback was given to the client. Even if a semi-completed work is not usable on its own, editorial feedback can be useful and valuable for whoever decides to do the rest of the work.
- whether the client made a good faith effort to work with the contractor.
- whether the contractor was given an opportunity to correct problems.
- what mistakes (if any) which the contractor made when doing the work.
- whether the client feels that the work up to that point was satisfactory or unsatisfactory.

## Brief Description of Work

Expected Delivery Date (This can be a data range)

Advance Payment :

(Which assumes hourly rate of XXXXX for XXXX hours)

Other Terms and Conditions

CHOOSE ONE: The contractor/editor will provide editorial notes on a separate sheet OR will incorporated edits in the draft manuscript.

Tools, Track Changes/Comments, Proofing,

I have read the 3 pages of this work agreement and agree to its terms. I have also read and understood the last page which explains my work method and philosophy.

**Contractor** (please sign and date)

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Robert Nagle, Contractor

**Client** (please sign and date)

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XXXXX, Client

## Work Method and Philosophy

Most commonly the document goes through two different rounds of editing.

- The first editing round usually covers content and organization.
- The second editing round usually covers formatting and proofing.

Generally, working on the first round accounts for about 75-80% of the work; the second round usually accounts for 20-25%. If a third round is necessary, that might require an additional expense.

Despite the capabilities of some collaboration tools (like Track Changes in MS Word or Google Docs), it is usually more efficient for only one person to touch the actual document during the contract.

After the client receives the first draft, he or she should offer suggestions via telephone or individual meeting (Sending written notes is ok, but takes more time for the client. Also, disagreements at this stage often need explanation and extended discussion.)

Doing a different or specialized kind of writing requires extra time for the writer to gain insight into the unique aspects of this writing. It also requires extra time for the writer to figure out the optimal way to produce this deliverable.

Quality control improves with every review stage, but no quality control system is foolproof. Every time you make an edit, you increase the possibility of accidentally inserting a different error.

## Decide: Separate Notes or Incorporate Changes Directly?

One key question is who should actually be making the changes in the draft document:

**Separate Notes:** In this case, the contractor gives feedback by writing separate notes. Then the client will consider the feedback and incorporate the changes he likes into the draft document.

- *Advantages:* Safest solution (especially if you worry about technical accuracy). This is recommended if you feel very comfortable with your writing style, but it requires that the client spend more time incorporating the changes.

**Incorporate Changes Directly:** The contractor edits the document directly and returns this file to the client. Typically the client will also receive a small number of notes pointing out some of the major changes made. The client will look over the edits and review for technical accuracy and style.

- *Advantages:* Best solution if you are most worried about readability, style and logical flow. This solution makes it easier for writer to make substantial changes and save a client's time. Typically, it involves less work for the the client to do.

## Decide: Flat Rate vs. Hourly?

Most clients prefer to pay flat rate instead of hourly because it reduces the risk of significant cost increases. That means that the writer assumes the added risk. The only way for the writer to reduce this risk to zero is to give a significantly higher estimate than might be required or justified. But doing that would also hurt the client.

For flat rate projects, there is a strong incentive for the writer to avoid asking for additional payment. But this does happen in **about 30-40% of the cases** and only if the time required to perform the work significantly exceeds the initial estimate. As stated on page 1, the writer will notify the client for approval and suggest ways to stay within budget (usually by narrowing the scope or omitting topics or reducing time for quality control).

Instead of offering an overly high estimate at the start, my estimate is **“conservative with a little bit of padding”** to factor in uncertainty. Then, if it becomes clear midway through that a significant revision is necessary, I will provide a revised estimate. Each project is different, but as a general rule of thumb, most revised estimates are not more than 50% higher than the original advance payment.

## Policy on Partial Payments and Refunds

Many clients have requested payment terms of 50% in advance, 50% upon completion. Sounds reasonable, right?

Unfortunately a writer's work product is substantially different than that of other contractors. After I provide the final draft, the client can just walk away without paying. Also, writing and editing is subjective enough that a client may set arbitrary criteria to delay final payment. Sometimes, a client may have a legitimate complaint (and sometimes it is necessary to stop the work mid-course). On the other hand, it is not realistic for the contractor to offer completed work without a reasonable certainty of being paid.

My solution (for contracts under \$1000) is to require full payment upfront and set up a detailed process for handling disputes and possible refunds (see page 2). I am committed to this process of handling disputes and (if justified) providing full or partial refunds promptly. I try always to deliver a professional and quality work product – but I am also committed to resolving honest disputes in a way both sides would regard as fair.

Practically speaking, for work assignments less than \$1000, it can be cumbersome to set up multiple payments (and negotiate beforehand the appropriate milestones and criteria). For larger projects, I would be willing to consider partial payments during each phase of the project.