

## National Writers Union Standard Journalism Contract

This contract form is meant to offer guidance to freelance journalists in reaching agreements with editors. NWU members in good standing are entitled to advice from trained contract advisers at no charge. Contact the Grievance and Contract Division by writing to [advice@nwu.org](mailto:advice@nwu.org).

Contract between (Writer) \_\_\_\_\_  
and (Publisher) \_\_\_\_\_:

1. The Writer agrees to prepare an Article of \_\_\_\_\_ words on the subject of \_\_\_\_\_: for delivery on or before \_\_\_\_\_ (date). The Writer also agrees to provide one revision of the Article.
2. The Publisher agrees to pay the Writer a fee of \$\_\_\_\_\_ within thirty (30) days of initial receipt of the Article as assigned above. (In other words, an original and coherent manuscript of approximately the above word count on the subject assigned, and for which appropriate research was completed.)
3. The Publisher agrees that the above fee purchases one-time North American hard-copy print publication rights only. All other rights, including the electronic reproduction, transmission, display, performance or distribution of the Article, CD-ROM, data base, archive, proprietary services and other electronic rights are fully reserved by the Writer and must be negotiated separately.
4. Publisher may purchase additional rights to the article as follows:
  - a. For online publication: Publisher shall pay Author \$\_\_\_\_\_, representing the same amount as the original primary right, for use of the Author's work in \_\_\_\_\_ [name of one electronic outlet]. The Publisher agrees that the above fee licenses one-time World Wide Web rights only. This use is time-limited to the webzine's publishing cycle. (A new publishing cycle commences when the home page is completely refreshed.) A licensing fee for usage in subsequent publishing cycles will be negotiated at a later date.
  - b. For other electronic rights such as CD-ROM and databases: Publisher shall pay Author 50 percent of the original print fee for use of the Author's work in \_\_\_\_\_ [name of one electronic outlet] for a period of one year. A licensing fee for usage in subsequent years will be negotiated at a later date.
5. The Publisher agrees to reimburse the Writer for all previously agreed-upon and documented expenses within fifteen (15) days of submission of receipts.
6. The Publisher agrees to make every reasonable effort to make available to the Writer, the final, edited version of the Article while there is still time to make changes. In the event of a disagreement over the final form of the Article, the Writer reserves the

right to withdraw his/her name from the Article without prejudicing the agreed-upon fee.

7. The Writer guarantees that the Article will not contain material that is consciously libelous or defamatory. In return, the Publisher agrees to provide and pay for counsel to defend the Writer in any litigation arising as a result of the Article.
8. In the event of a dispute between the Writer and the Publisher that cannot be resolved through the National Writers Union (NWU) grievance process, the Writer will have the option of seeking to resolve the matter by arbitration, or in court. If arbitration is chosen, the Writer may be represented by the NWU in any procedures before the arbitrator. The arbitrator's fees shall be shared fifty percent (50%) by the Publisher and fifty percent (50%) by the Writer. Any decision reached by the arbitrator may be appealed pursuant to applicable law.

\_\_\_\_\_  
Writer or  
Writer's Representative

\_\_\_\_\_  
Publisher's Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: