



Editorial Agreement

This Editorial Agreement (the Agreement) shall be entered into between the person whose name and signature are provided at the bottom of this agreement, (The Author), and The Manuscript Agency (The MAA). The Agreement shall set forth the rules, conditions, and restrictions regarding our agreement to provide editorial feedback (appraisal / editing / mentoring) for the below titled manuscript.

1) **General Notes.**

- a) The Author must be at least 18 years of age or have a parent or guardian's written approval to submit the manuscript.
- b) All manuscripts must be original works. They must be submitted by the Author or Authors or with the written permission of the Author.
- c) Privacy of the Author will be respected.
- d) The Author retains ownership of their manuscript and related content at all times, The MAA makes no claims of ownership in any way on the content of the manuscript.
- e) The names and identities of appraisers used by The MAA shall always remain anonymous to ensure their privacy.
- f) While every care is taken to preserve the manuscript and associated submissions, no responsibility is accepted by The MAA for any loss or damage. It is strongly recommended that the Author retain the original of all manuscripts and associated documents submitted.
- g) Reports are not to be published without The MAA's approval, and quotes and/or extracts must not be used out of context.
- h) A report may be sent to a publisher or literary agent by the Author in its entirety with the accompanying the version of the manuscript that was reviewed for the appraisal.
- i) The MAA reserves the right to refuse a manuscript for appraisal.

2) **Fees.** This Agreement is valid under the conditions that The MAA receives the agreed payment from the Author for the service prior to commencement of the appraisal / editing / mentoring of the Author's manuscript. The MAA will not proceed with the editorial service until full payment has been received.

3) **Work Performed.**

- a) The MAA agrees to assign the Author's work to a competent and professional editor/appraiser who the agency has vetted and supports.
- b) For appraisals, The MAA agrees to provide a minimum of four pages of written evaluation by an experienced industry professional, looking at areas such as: presentation, accompanying material, style, narrative flow, character development, tone, voice, plotting, target audience, general interest and commercial viability. Not all appraisals will cover all of the above elements; each

appraisal is unique to the manuscript we are working on at the time and the feedback will be tailored to the work submitted.

- c) The manuscript appraisal report is just that: a report. Everything the Author will need will be found within the pages of the report. The MAA will not mark-up the manuscripts in any way (unless otherwise agreed and agreed payments are made). The MAA will, however, provide page references of examples where appropriate for the Author so it is important that the Author retain a copy of the manuscript that they send to The MAA (ie without further edits) so the Author is able to refer back to this copy in relation to the appraisal report.
 - d) In the case of mentoring or editing, the Author gives The MAA permission to make modifications to the work according to the description of the editorial service (see outline below – under ‘Types of Editing’). The MAA and Author acknowledge that the assigned editor will do their best to identify and correct errors and improve the quality of the manuscript to conform to professional publishing standards.
 - e) Authors will have access to The MAA for general queries but the editor/appraiser and author will not communicate directly throughout the appraisal or editorial process.
- 4) **Delivery.**
- a) The MAA agrees that they will deliver the appraisal report within 6-8 weeks, unless otherwise agreed.
 - b) Schedules for Editing will be communicated via email with the Author. Generally, each round of editing will take 6 weeks and there will be two rounds of editing. The Author will have the opportunity to respond to the first round of edits and will be provided approximately 4 weeks to respond. If the Author is engaging The MAA for a structural edit *and* copy edit there will be one additional round of editing by the editor and an additional occasion for the Author to respond to these edits (The MAA allows 4 weeks for the Author’s response). Any changes to the manuscript after the final edit has been delivered to the Author are the responsibility of the Author.
 - c) For Editing, the Author is expected to adhere to the above (section 4b) scheduled timeframes in order for The MAA to complete the work. All works are scheduled and disruption to the schedule by the Author will impact The MAA’s ability to deliver the outlined work.
 - d) The MAA provides appraisal reports as a PDF document, which will be sent to the Author via email, using the email address provided by the Author to The MAA.
 - e) If the Author has queries about their appraisal report, all queries must be made in writing within 2 weeks from the date the appraisal report was sent to the Author. If a query about the appraisal is sent outside this timeframe, The MAA cannot guarantee a comprehensive response to the Author’s query. If the Author requires a telephone consultation, fees apply.
 - f) For all editing and mentoring work, The MAA will send the Author a marked-up Word document manuscript (using tracked changes and comments) for review. The Author agrees to make any changes to the edited manuscript on the Word Document, and to return it to The MAA. If The MAA has been contracted for structural editing work, they will also provide the Author with a structural letter outlining the main points for the structural edit.
 - g) For all editing and mentoring work, The MAA will assist the Author to work with tracked changes to the best of their ability, with the understanding that The MAA is not an expert in every version of Word and therefore has limited capacity to

help the Author to work with tracked changes. Whilst The MAA will assist the Author to understand the basics of tracked changes for the purpose of working with the edit, it is ultimately the responsibility of the Author to educate themselves in this program so that they are able to attend to the edits.

5) Indemnification.

- a) Editing and appraisal is a process of offering advice and suggestions to the Author. While The MAA will make every effort to bring questionable material to the attention of the Author, the Author agrees to indemnify and hold harmless The MAA from any and all claims and demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the Author in creating The Work.
- b) Editing is intrinsically a subjective process of offering advice and suggestions to the Author. The MAA's sole function is to aid and assist the Author in editing the manuscript. In this light The MAA will make their best efforts to advise and suggest changes to improve the manuscript. The decision to accept or reject the editor's suggestions is finally and solely the Author's.
- c) Editing/Appraisals offer no guarantees of publication. The publishing industry is a highly competitive field and the acceptance of a manuscript for publication is the subjective decision of a literary agent, a publisher and its editors. This decision is subject to the whims of taste and perceived marketability of the manuscript. The MAA, whilst working to aid the Author in preparing the best manuscript possible given the submitted material, has no way of judging the market or the whims and caprices of the publishing industry.
- d) The MAA does not publish manuscripts and cannot guarantee that an appraisal or editing will secure the author a publishing opportunity with literary agents and/or publishers. It offers a commercial evaluation, feedback and (where appropriate) guidance on the content submitted for appraisal.

6) Refunds and Reappraisal.

- a) The MAA does not provide refunds for the appraisal, editing or mentoring work completed. Where The MAA deems it appropriate, they might offer a revaluation/reappraisal by a different editor/appraiser from within The MAA. The MAA will require sufficient and detailed evidence from the Author that the appraisal report or edit was lacking in order for The MAA to agree to a reappraisal or revaluation; disagreeing with the edit and/or the appraisal content is not grounds for a refund or reappraisal.
- b) If, in the event The MAA feels a refund is applicable, printing and admin fees will not be refunded. The MAA will also retain 15% of the total fee paid (excluding printing and admin fees) to cover the time invested in the ongoing communications with the Author and general administration.

7) Transmission of Agreement.

- a) The Editorial Agreement will be binding upon sending a signed copy of this agreement to The Manuscript Agency to PO Box 356, Katoomba NSW 2780. Alternatively, electronic transmission to The MAA (kit@manuscriptagency.com.au) by the Author of the executed version of this Agreement will have the same force and effect as the original and will constitute the Author's agreement.
- b) The Agreement contains the entire agreement between Author and The MAA.

Author agrees to the terms of this agreement by completing and signing below.

Declaration

Title of Manuscript _____

Author's Name _____

Address _____

State: _____ Postcode: _____

Telephone: () _____

Email: _____

Please indicate by circling or highlighting the service paid for:
Appraisal / Focused Appraisal / Copy Editing / Structural Editing / Proof reading /
Submission Edit

Number of words in submitted manuscript: _____

Genre: _____

Payment

Printing cost total (if submitted electronically): _____

Total payment included: _____

Declaration by the author.

I declare that I am the author of the above work submitted to THE MAA for appraisal/editing/mentoring and that I have read the information on the company website and agree with the conditions set out therein and within this document.

Author Signature: _____

Date: _____

Types of Editing

Editors usually offer different levels of editing depending on the client's needs. Below is an outline of the editorial services that we have on offer at The MAA*:

- **Manuscript Appraisal:** A broad overall assessment of your manuscript, outlining strengths and weaknesses – provided in the form of a report. Specific problem areas may be flagged, and general suggestions for improvement may be made, but a critique won't provide line editing or scene-by-scene advice for revision. An appraisal does not include manuscript mark ups, all comments and notes will be included in the report. The report will include a critique specific to your manuscript in relation to areas such as narrative development, plot, voice, tone, writing style, characterisation etc. It will provide an overview of where your manuscript's strengths lie and where work is required.
- **Focussed Appraisal:** This service will cover all of the above, but will also include in-manuscript comments (and possibly a few edits). These will by no means be comprehensive like a structural edit (or even a mini structural edit), but will certainly provide a little more guidance than receiving the appraisal report on its own. The comments will be responses to your manuscript as the editor reads through your work, rather than offering editorial solutions. These comments are useful to see how the reader is responding to your work, the client can edit from there accordingly. These comments tend to be more heavily utilised at the beginning of the manuscript to show what is working and what is not, it will then be up to the author to look for examples of this writing style throughout the text.
- **Structural Editing** (also known as development, content or substantive editing) focuses on structure, style, and content. The editor flags specific problems – structural difficulties, poor pacing, plot or thematic inconsistencies, dialogue concerns, undeveloped characters, stylistic troubles, lazy writing. The editor may assist with rewrites to fix the above issues to the MS by including this in the edit.
- **Copy Editing:** Editing at the sentence level, focusing on paragraph and sentence structure, word use, dialogue rhythms, etc., with the aim of creating a smooth prose flow. It also includes correction of common errors (grammar, spelling, punctuation), incorrect word usages, logic lapses, and continuity problems. The editor will also often fact-check the work to the best of his/her ability.
- **Proofreading:** Checking for typos, spelling/punctuation errors, formatting mistakes, and other minor mechanical problems.

**Some other editors and agencies define the above terms differently or use different terminology – this is the terminology we use at The MAA to outline the service we provide.*