

the BluePencils

Editorial Services

Story · Structure · Soul

CONFIDENTIALITY AND EDITORIAL SERVICE AGREEMENT

This Agreement is entered into on this ____ day of _____, 20____, by and between:

the BluePencils Editorial Services, a professional editorial service operated by **Bobby George**, having its primary office at The Georges' Kailash View Estate, Bhimtal Road, Bhowali, District Nainital, Uttarakhand, India—hereinafter referred to as the 'Editor' or 'Service Provider.'

AND

[Author Full Name], residing at [Client Address]—hereinafter referred to as the 'Author' or 'Client.'

The Editor and the Author shall collectively be referred to as 'the Parties.'

1. Purpose

This Agreement outlines the terms under which the BluePencils Editorial Services will provide editorial services to the Author. It establishes mutual confidentiality obligations and ensures the protection of the Author's intellectual property throughout the engagement.

Editing is an interpretive professional process, developed through editorial judgement and experience. The Editor may exercise reasonable editorial discretion to improve the clarity, structure, readability, and coherence of the manuscript, always in service of the Author's original voice and intent.

2. Services to Be Provided

The Editor agrees to provide the following editorial service(s) as indicated below:

Service(s) agreed: _____

Manuscript title: _____

Approximate word count: _____

Agreed start date: _____

Agreed completion date: _____

The services are expected to commence on or around the agreed start date and to be completed by the agreed completion date, subject to the timely submission of all materials and payments by the Author.

Any delays in the submission of materials by the Author will result in a corresponding extension of the delivery timeline, without penalty to the Editor. Any substantial additions, revisions, or restructuring of the manuscript after work has commenced may require adjustments to the timeline and additional fees, subject to mutual written agreement before further work proceeds.

3. Payment Terms

The Author agrees to pay a total project fee of:

₹ _____ (Indian Rupees)

Payment shall be made in the following manner:

- **60% advance** upon signing this Agreement and before work commences.
- **40% balance** upon completion of editorial work, payable before final delivery of the edited manuscript.

Payments are accepted via UPI, bank transfer (IMPS/NEFT/RTGS), Razorpay, or PayPal. For international payments, all transaction fees and currency conversion costs shall be borne by the Author.

Work will not commence until the advance payment has been received and confirmed in writing. The final edited manuscript will be released to the Author only upon receipt of the full remaining balance.

Invoices unpaid beyond 14 days of the due date will attract a late payment surcharge of 5% per month on the outstanding balance, calculated from the due date until the date of full payment. The Editor reserves the right to suspend ongoing work if payment obligations are not met within the agreed timeline.

4. Confidentiality and Non-Disclosure

Both Parties agree to maintain strict confidentiality regarding the manuscript and all materials associated with this project. The Editor specifically agrees to:

- Not share, reproduce, or disclose any portion of the Author's manuscript or related materials to any third party without the Author's prior written consent.
- Use the manuscript solely for the purpose of performing the agreed editorial services outlined in this Agreement.
- Treat all editorial reports, tracked changes, margin comments, and project communications as strictly confidential.
- Ensure that any collaborators or team members who access the manuscript are bound by equivalent confidentiality obligations prior to their involvement.

Data Retention: Upon completion or termination of this Agreement, the Editor will retain manuscript files securely for no longer than 12 months, after which they will be permanently deleted. The Author may request deletion of their files at any time by writing to contact@thebluepencils.com.

This confidentiality obligation shall remain binding indefinitely, regardless of whether the project is completed, terminated, or abandoned by either Party.

5. Intellectual Property

The Author retains full copyright and all intellectual property rights to the manuscript and all related materials at all times. Nothing in this Agreement transfers any ownership, licence, or rights in the manuscript to the Editor.

The Editor's contributions—including tracked changes, margin comments, editorial letters, and written feedback—are considered 'work-for-hire' and become the sole property of the Author upon receipt of final payment, unless otherwise agreed in writing.

The Editor agrees that no part of the manuscript will be quoted, published, reproduced, shared, or adapted for any purpose other than performing the services agreed under this Agreement.

The BluePencils retains the right to use its own editorial methodology and anonymised professional knowledge developed through engagements for internal training and development. This specifically excludes the Author's manuscript, characters, story, or any identifiable content.

6. Warranties and Limitation of Liability

The Editor provides professional editorial guidance based on experience, craft, and professional judgement. However:

- The Editor makes no guarantee that the manuscript will be accepted by any publisher, literary agent, or publication platform. Publishing outcomes depend on numerous factors beyond the scope of editorial input.
- The Editor shall not be liable for any indirect, consequential, or incidental loss, damage, or claim arising from the Author's use of the edited manuscript or from any outcome of the publishing or submission process.
- The Editor's total liability under this Agreement, for any reason whatsoever, shall not exceed the total fees paid by the Author under this specific engagement.

7. Revisions and Communication

After final delivery, the Author may submit one consolidated set of minor clarification requests within 10 days of receipt of the edited manuscript. 'Minor clarifications' refers to questions or small adjustments arising directly from the original agreed brief—not changes to the brief itself, structural reorganisation, or rewriting of sections outside the original scope.

Any additional revisions, re-editing, or extended consultation beyond this scope will be quoted separately at the Editor's then-current rate and require a separate written agreement before work proceeds.

During the course of the project, the Parties may communicate via email, phone, or WhatsApp for clarifications and progress updates. All formal instructions, approvals, and changes to the brief must be confirmed in writing by email to be binding.

8. Termination

Either Party may terminate this Agreement with written notice.

If the Author terminates after work has commenced:

- The advance payment shall be retained by the Editor as fair compensation for work completed and time committed to the project.
- No further refund shall be applicable, except under circumstances specifically agreed in writing prior to commencement.

If the Editor terminates for valid cause—including but not limited to: discovery of plagiarised or undisclosed AI-generated content, abusive conduct, or persistent failure to meet payment obligations—a partial refund may be issued for any clearly unrendered portion of the service, at the Editor's reasonable discretion.

Upon termination by either Party, all work completed to the date of termination will be delivered to the Author and invoiced on a pro-rata basis.

9. Dispute Resolution

In the event of a dispute arising from or in connection with this Agreement, both Parties agree to attempt resolution through the following steps, in good faith and in the order listed:

- **Step 1—Informal resolution:** The aggrieved Party notifies the other in writing. Both Parties will attempt to resolve the matter informally within 30 days of written notification.
- **Step 2—Mediation:** If informal resolution fails, both Parties agree to seek resolution through a mutually agreed mediator before initiating any legal proceedings.
- **Step 3—Litigation:** If mediation is unsuccessful, disputes shall be subject to the exclusive jurisdiction of the courts of Nainital, Uttarakhand, India.

10. Force Majeure

The Editor shall not be held liable for any delay or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: illness or medical emergency, natural disaster, civil unrest, power outage, internet disruption, or other events that could not reasonably have been anticipated or prevented.

In the event of a Force Majeure situation, the Editor will notify the Author promptly in writing. Both Parties will then work in good faith to agree on a revised timeline. Where an extended delay makes completion of the project impractical, the Author will be invoiced only for work completed to that point.

11. Future Engagements

Any future editorial work between the Parties—on the same or a different manuscript—will be undertaken under a separate written agreement at the Editor's then-current professional rates. This Agreement creates no obligation on either Party to enter into future engagements.

Where the Author wishes to proceed with the same manuscript through subsequent stages of editing—for example, from developmental editing to line editing—the Author agrees to approach the BluePencils first before engaging a third-party editor for that manuscript.

12. Independent Contractor

The BluePencils Editorial Services operates as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the Editor and the Author. The Editor retains full professional discretion over the manner in which the agreed services are performed, within the scope and timeline established herein.

13. Electronic Signatures and Counterparts

This Agreement may be signed electronically—including via email confirmation, scanned PDF signature, or a recognised e-signature platform— and such signatures shall carry the same legal force and effect as handwritten signatures, in accordance with the Information Technology Act, 2000 (India).

This Agreement may be executed in counterparts, each of which shall be deemed an original. Together, all counterparts shall constitute one complete and binding Agreement.

14. Governing Law

This Agreement is governed by and construed in accordance with the laws of the Republic of India. Subject to the dispute resolution process outlined in Section 9, any legal proceedings shall fall under the exclusive jurisdiction of the courts of Nainital, Uttarakhand, India.

15. Entire Agreement

This document constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior discussions, representations, or understandings, whether written or oral.

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties to be valid and enforceable. No verbal assurances or informal communications shall be deemed to constitute an amendment to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Editor/Service Provider

the BluePencils Editorial Services

Signature: _____

Name: Bobby George

Date: _____

Email: _____

Author/Client

Signature: _____

Name: _____

Date: _____

Email: _____

the BluePencils · Story · Structure · Soul

contact@thebluepencils.com