

FACT-CHECKING CONTRACT FOR BOOK WITH THE WORKING TITLE: [TITLE]

This Freelance Contract is entered into by and between:

[Insert author or publisher name], who is currently producing the book with the working title “[Insert book Title.] [Insert Book title] shall hereby be referred to as “the book” and [author name] shall hereby be referred to as “the author.”

And

[insert fact-checker name], who is working in this capacity as a fact-checker for the book. [fact checker name] will hereby be referred to as “the fact checker.”

In consideration of the mutual covenants made herein, the parties hereby agree to the following terms and conditions:

The parties expressly agree and acknowledge that the relationship created by virtue of this Contract is one of an Independent Contractor.

A. Services Rendered

The fact-checker agrees to check the accuracy of the checkable facts to the best of their ability. Anything subjective and mostly uncheckable, or overly hard to check (for example, the sentence “I felt happy” or “George ate a granola bar”) are **not** required to be checked.

The fact-checker shall verify information including but not limited to:

- Ensuring that any data is backed up by the noted source, and is as current as possible, and that the source is appropriate;
- Checking that organizations quoted are not overly biased, or if the source does have a bias, that the bias is clear in the writing. (For example: The American Beeffalo Association may have bias in favor of selling beefalo meat, but that’s obvious from the title, so it’s ok to include them without specifying what may affect their statements. On the other hand, The Physicians Committee for Responsible Medicine may be quoted, but only with the stipulation that they are identified as an animal liberation research and advocacy organization, so as not to confuse the reader.)
- Checking recordings to ensure that the quote said exactly what is quoted (except in the case where noted, such as bracketed text).

- If necessary, check other parts of the recording to ensure that the meaning of the quote is preserved. All facts should be both technically and contextually correct, to the best of the fact checker's ability.
- If the fact-checker isn't sure about something, they may call and/or email sources. Having the sources confirm their exact quotes is fine, and preferred in many cases, even though that policy is not standard elsewhere. This does not give sources any special powers or rights that they didn't already have previously.
- Anything and everything else that the fact-checker believes should be noted, corrected, contextualized, etc.

Showing your work:

- The fact-checker shall read each chapter and note anything checkable.
- The fact-checker should clearly mark which facts are confirmed, which are wrong, which are right, and which need further investigation. (The author's preferred method is to highlight **incorrect information in red**, **correct information in green**, and things that need further investigation, **or require any commentary in yellow**. Anything incorrect or needing further investigation should have a note in the form of a Google Doc comment. The exact method can be discussed and changed, as long as it's clear to both parties.)
- Communication between the author and the fact-checker may require some back-and-forth.
- If a disagreement arises as to what is an accurate statement, the author will have the final say (for this part of the process; others such as the publisher will be involved later as well.)
- If the fact-checker isn't sure about something, they should leave a comment as described above, even if the author doesn't end up changing it. Better safe than sorry.

B. Payment

The fact-checker will keep track of their hours and submit invoices. Invoices can be any easily-read document that clearly displays hours worked, the name of the chapter(s) checked, the wage, and the total amount due. Payment is set at **USD\$[Insert rate]/hour**.

Billable hours include all work done for the author in this context, including all of the above services, communication between the author and the fact-checker, communication with the sources, and any other task specifically related to the above. If the fact-checker wants to bill something else, it must be either clearly necessary for the task of fact-checking, and/or cleared with the author.

The author will send payments in the form of checks. The author will make every effort to send the checks within two weeks of receiving the invoices. In order to ensure the quality of work for payment, invoices should not total more than 10 hours at a time so that the author can ensure that the work quality is consistent with the expectation. If any 10 hours are not of the expected quality, the author can choose to pay the outstanding invoice and terminate the agreement. After the fact checker completes the first 10 hours of fact-checking, an interim check-in will take place. The fact checker sends the material checked and the bill for $[\text{Insert rate}] \times (\text{up to}) 10 = (\text{up to}) [\text{Insert math}]$. The author will pay the bill and review the fact-checking for quality. If the fact-checking is of the expected quality, the author will notify the fact checker who can start on the next 10 hours of fact-checking. This step is included so that the entire **[budget]** is not paid out with no return deliverable. (The author's budget is **[budget]** for the entire fact-checking project, as provided by **[funder]**. If that budget is used up and the project is incomplete, the author may attempt to acquire more funding, but cannot promise more, and the fact-checking project may have to stop wherever it is at that time.)

Efficient and quality use of paid time is of the essence. We aim to have all of the fact-checking work for the book completed within the **[funder]**-funded **[math]** billable hours or less if appropriate.

C. Termination

Either of the parties may terminate this Contract at any time for a specified reason including but not limited to as defined above based on the 10-hour increment check steps. If either party terminates, both parties should be as professional as possible and mitigate friction by providing advanced notice and reasoning if at all possible. All deliverables produced to that point will be turned over to the author and the author will fulfill the invoices as outlined above.

D. Taxes

As an independent contractor, the fact-checker shall have the sole responsibility of reporting and paying the necessary taxes in the performance of their services provided for in this Contract.

E. Copyright

The fact-checker shall not gain any intellectual property rights or copyright to the content of the book. That will remain with the author, publisher, and whoever else legally acquires, or has legally acquired, rights to the content.

F. Deadline

The fact-checker agrees to return all work in a timely manner. The manuscript is due to the publisher on **[deadline]**, and the fact-checker should strive to get everything turned in before **[deadline]**. (Subsequent work may likely follow, due to the back-and-forth communications between the author and the fact-checker.)

It is also the responsibility of the author to provide the chapters in a timely manner so that the fact-checker can finish the work with a reasonable allowance of time. The author acknowledges that any chapter delivered to the fact-checker after **[deadline]**, may or may not be completed by the deadline. The fact checker is not obligated to check anything turned into them after this date, considering the shortness of the deadline, but they may do so if they wish, with all of the above payment standards remaining in place.

F: Other

Each party agrees to operate in good faith, perform at their best, operate professionally, be timely, and maintain open lines of communication.

Signature of Author

Date Signed:

Signature of Fact-checker:

Date Signed: