

# Part-time Contracted Freelancer Agreement

This Contracted Freelancer Agreement (hereafter, "Agreement") is made and entered into by the undersigned parties:

## **EDANZ GROUP JAPAN KK**

Edanz Building, 2-12-13 Minato, Chuo-ku,  
Fukuoka 810-0075, JAPAN  
(the "Company")

And

**NAME**

**Address**

**Address**

(hereafter, the "Contracted Freelancer")

In consideration of the promises, rights and obligations set forth below, the parties agree as follows:

## **1. Term**

The term of this Agreement shall begin on **Month Day, Year**, and continue unless terminated as set forth in this Agreement.

## **2. Reporting and Direction**

The Contracted Freelancer shall report to and take direction from any Editorial Administrator, and/or nominated line manager.

## **3. Nature of the Relationship**

3.1 The Contracted Freelancer will provide the Contracted Freelancer's services to the Company as a contracted freelancer and not as an employee.

3.2 The Contracted Freelancer and the Company confirm that the Company shall have no liability or responsibility for the withholding, collection, or payment of any taxes, employment insurance premiums, social security, or welfare contributions on any amounts paid by the Company to the Contracted Freelancer, except for a Contracted Freelancer who is resident in Japan, who is subject to automatic withholding tax by the Company on payments to independent professionals. The Contracted Freelancer shall indemnify the Company against any and all claims with respect to the failure by the Contracted Freelancer to pay any taxes, employment insurance premiums, social security, or welfare contributions.

3.3 The Contracted Freelancer shall be solely liable and responsible for the payment of any business expenses such as the normal costs of running a home office or any other expenses incurred in the course of the Services (as defined in Article 4.1 below) done for the Company.

## **4. Services**

4.1 The Contracted Freelancer agrees to perform services such as copy editing, scientific reviewing, rewriting and other associated services (hereafter, the “Services”) as requested by the Company with respect to manuscripts or data provided by the Company.

4.2 An individual agreement with regard to each assignment of particular Services (hereafter, the “Individual Assignment”) shall be formed when the Company sends to Contracted Freelancer the order sheet by e-mail, during the Company’s working hours (9:30 to 18:30 Japan Standard Time), and in response the Contracted Freelancer agrees to the order by clicking the “Accept” link in the e-mail.

4.3 The details of the Services required, the deadline, the amount of Compensation (defined in Article 5.1 below) and other terms will be provided in the Individual Assignment.

4.5 The Contracted Freelancer will exercise all reasonable skill and care in the performance of the Services pursuant to this Agreement.

4.6 The Contracted Freelancer will apply its skills and knowledge, exercising its best endeavors to carry out the Services, by the methods and systems indicated by the Company, and by the deadlines specified by the Company or arrived at by agreement between the Company and the Contracted Freelancer.

4.7 The Contracted Freelancer will follow the instructions and guidelines set out in the Edanz Expert Handbook (<https://freelancers.edanzacademy.com/course/view.php?id=13>) (hereafter, the “Handbook”) and will comply with updates to the Handbook as notified by the Company to the Contracted Freelancer.

4.8 The Contracted Freelancer, with respect to the Services provided, will follow ethical guidelines related to plagiarism published by the Committee on Publication Ethics (COPE: <https://publicationethics.org/>) Should the Contracted Freelancer suspect or become aware of possible plagiarism in any text, then the Contracted Freelancer will carry out the steps outlined in the Handbook under the section ‘Publication Ethics’.

4.10 The Contracted Freelancer agrees to return files and materials required by the particular Services no later than the due date and time specified in the Individual Assignment. Should the requested materials for a job not be returned and received by the Company by the specified due date and time, unless a subsequent agreement has been made between the Contracted Freelancer and the Company to reschedule the due date and time, the Contracted Freelancer acknowledges that the company, at its discretion, can reassign the Services, and that no fees for the assigned Services will be due to the Contracted Freelancer.

## **5. Compensation**

5.1 As compensation for the Services rendered by the Contracted Freelancer, the Company shall pay the Contracted Freelancer such sums (hereafter the “Compensation”) as are specified in the Individual Assignment (defined in Article 4.2) for each job offer sent to the Contracted Freelancer. The Compensation listed on each Individual Assignment for one month (or up to two months per the conditions set out in Article 5.4) shall be summed in Japanese Yen and transferred as a single transaction

that has been converted into the currency requested by the Contracted Freelancer. On payday, the Contracted Freelancer will receive an email listing all the conversions rates used to total the fees in Japanese Yen and the rate for the final conversion to the requested currency.

5.2 The Compensation accumulated during one month will be paid to the Contracted Freelancer no later than the last day of the second succeeding month after the month in which the Compensation was earned (e.g., fees earned in January shall be paid at the end of March).

5.3 The Compensation shall be paid by the Company to the account designated by the Contracted Freelancer.

## **6. Availability**

6.1 When the Contracted Freelancer has not accepted an order for Services within [twenty four (24) hours] from the time of issuance of an order sheet by the Company, the order shall be deemed refused.

6.2 The Company shall assign work to the Contracted Freelancer in volumes not to exceed the workload requested by the Contracted Freelancer or that agreed by the Contracted Freelancer with respect to the particular job request.

6.3 For all periods of unavailability, the Contracted Freelancer shall give 3 days' advance notice, except in cases of unexpected events such as illness or injury; in such cases, the Contracted Freelancer is expected to notify the Company within a reasonable time frame regarding their unavailability.

6.4 The Contracted Freelancer agrees to have an internet connection and email account available for the purposes of receiving and sending work. The Contracted Freelancer shall not use a public internet connection or shared computer to download/upload files or store files or to otherwise carry out the Services.

6.5 The Contracted Freelancer will check its designated email account at least once daily during the Company's working hours (9:30 to 18:30 Japan Standard Time) unless the Company has been notified that the Contracted Freelancer is not available during a particular time period.

## **7. Termination**

7.1 The Company may terminate this Agreement at any time at its sole discretion upon providing to the Contracted Freelancer 30 calendar days' advance written notice of its intention to do so or payment of fees in lieu thereof.

7.2 The Contracted Freelancer may terminate this Agreement at any time at its sole discretion upon providing to the Company 30 calendar days' advance written notice of the Contracted Freelancer's intention to do so. Upon receipt of such notice, the notification period may be waived upon mutual agreement of the Contracted Freelancer and the Company, in which event this Agreement shall terminate immediately.

7.3 The Contracted Freelancer agrees that the Company may terminate this Agreement at its sole discretion without further notice or any further payment if the Contracted Freelancer is in breach of any of the terms of this Agreement.

7.4 In the case where either party incurs damages due to the termination or cancellation of this Agreement or a violation of this Agreement or an Individual Assignment by the other party, it shall be able to make a claim for damages against the other party.

7.5 Termination of this Agreement shall not relieve the parties hereto from their obligations which shall have accrued pursuant to the provisions of this Agreement or an Individual Assignment, or release the parties hereto from any obligations which may have accrued as a result of operations conducted under this Agreement or an Individual Assignment.

## **8. Confidential Information**

8.1 "Confidential Information" shall mean proprietary information or material of the Company (including but not limited to information noted as part of trade secrets under Article 9) which the Company will disclose to the Contracted Freelancer, or the Contracted Freelancer will otherwise obtain, in connection with carrying out the Services; provided that Confidential Information shall not include any information or material which (i) the Contracted Freelancer obtained prior to execution of this Agreement, (ii) has been available to the public as of the time of, or will become available to the public without the Contracted Freelancer's breaching its obligation under this Agreement after execution of this Agreement, (iii) the Contracted Freelancer will obtain from a third person owing no confidentiality obligation to the Company, or (iv) the Contracted Freelancer will develop without relying on the Confidential Information.

8.2 The Contracted Freelancer shall hold in confidence, and shall neither directly or indirectly reveal, report, publish, disclose or transfer to any person or entity without the Company's prior written consent, nor utilize, make copies or process for any purpose other than carrying out the Services, any of the Confidential Information.

## **9. Trade Secrets**

9.1 All records of the accounts of customers of the Company, of any nature, irrespective of their existence or non-existence at the time of this Agreement, shall be the exclusive property of the Company and shall not be used by the Contracted Freelancer for any purpose whatsoever, except for those undertaken at the request of the Company.

9.2 The Contracted Freelancer agrees that the names and addresses of the Company's customers, marketing methods, databases, systems, processes, and information, records, and specifications, all of which are owned by the Company and regularly used in the operation of the Company's business, constitute trade secrets of the Company and that the sale or unauthorized use or disclosure of any of the Company's trade secrets obtained by the Contracted Freelancer during the term of this Agreement constitutes unfair competition and a violation of Article 8.

9.3 The Contracted Freelancer will not make use of any names or addresses that the Contracted Freelancer encounters during the term of this Agreement, whether on behalf of the Contracted Freelancer, or any other person, firm, or corporation, for any purpose other than to carry out Services for

the Company. The Contracted Freelancer will not contact or solicit in any way any of the customers or employees of the Company with whom the Contracted Freelancer communicates or with whom the Contracted Freelancer becomes acquainted during the term of this Agreement.

9.4 All files, records, documents, and similar items relating to the business of the Company, whether they are prepared by the Contracted Freelancer or come into the Contracted Freelancer's possession in any other way and whether or not they contain or constitute trade secrets owned by the Company, are and shall remain the exclusive property of the Company. The Contracted Freelancer shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, except for proper purposes in the course of providing the Services to the Company pursuant to this Agreement.

## **10. Intellectual Property Rights**

The Company and its customer retain exclusive ownership of all worldwide intellectual property rights (including, but not limited to rights stipulated in Article 27 and Article 28 of the Copyright Law of Japan) in and to all deliverables, whether printed or electronic data, which the Contracted Freelancer edited, reviewed, rewrote and any copies thereof (hereinafter the "Deliverables"), and all portions of any derivative works thereof that comprise such Deliverables. The Contracted Freelancer hereby assigns to the Company any such rights the Company and its customer may have in and to the foregoing. All rights in and to the Deliverables not expressly granted to the Contracted Freelancer in this Agreement are expressly reserved for the Company and its customer.

## **11. External Freelance Activities**

11.1 The Contracted Freelancer hereby declares to the Company that it is not party to any written or oral agreement with any third person that would restrict its ability to enter into this Agreement or to perform the Services and its obligations hereunder and that the Contracted Freelancer will not, by providing Services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

11.2 During the term of this Agreement, the Contracted Freelancer shall not, directly or indirectly, participate in any business that is in competition with the business of the Company without the Company's prior written consent.

11.3 At the time of entering into this Agreement with the Company, the Contracted Freelancer will notify to the Company all activities that might come within the terms of this Article 11. Should the Contracted Freelancer wish to engage in such an activity during the term of this Agreement, the Contracted Freelancer will notify the Company of that intention in writing by email. The Company shall not unreasonably withhold its agreement for the Contracted Freelancer to engage in such activities unless such activities are in the Company's opinion against the business interests of the Company.

11.4 Should the Contracted Freelancer not agree with the Company's decision in respect of activities coming under this Article, then the Contracted Freelancer has the right to immediately terminate this Agreement. Should the Company become aware of any such activities of the Contracted Freelancer coming under this Article and not agreed to by the Company and being against the business interests of

the Company, then the Company has the right to terminate this Agreement immediately without advance written notice.

## **12. Competitive Activities after Termination of the Agreement**

The Contracted Freelancer hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contracted Freelancer will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any Company employee, or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.

## **13. Equitable Relief**

The provisions of this Agreement are fair and reasonably necessary for the protection of the business, goodwill, confidentiality and other protectable interests of the Company and/or its customers and a breach or threatened breach of this Agreement would give rise to irreparable injury to the Company. Accordingly, the Company shall be entitled to seek legal measures prohibiting the breach or threatened breach of any provision or covenant of this Agreement, in addition to and not in limitation of any other legal remedies that might be available to the Company and/or its customers.

## **14. Entire Agreement**

This Agreement, together with any Individual Assignment/s, constitutes the entire Agreement and understanding between the parties with respect to the subject matter herein and hereof, and supersedes all prior or contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties, or by their duly appointed representatives. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

## **15. Governing Law and Arbitration**

Any and all disputes, controversies or differences arising from, in relation to or in connection with this Agreement, or a transaction conducted under this Agreement or an Individual Assignment, shall be settled by mutual consultation between the parties hereto in good faith and as promptly as possible, but failing an amicable settlement, shall be settled by arbitration in Fukuoka in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award of the arbitrator(s) shall be final and binding upon the parties hereto.

## **16. Severability**

If any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, the same shall not, in any respect, affect the validity, legality or enforceability of the remainder of this Agreement, but this Agreement will be construed as if such invalid or illegal or unenforceable provisions or parts thereof had never been contained herein. The Parties shall in this event

seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of the provision found to be void and unenforceable.

**17. Continuing Obligations**

The Contracted Freelancer agrees and acknowledges that the confidentiality obligations contained herein shall survive any termination of all or parts of this Agreement or an Individual Assignment and shall remain fully enforceable under the relevant laws of Japan pertaining to this Agreement.

In witness of the above, the parties have entered into this Agreement in Japan as of **Month Day, Year**. For the purposes of binding the Company to this Agreement, the electronic company seal and the electronic signature of the Company representative below is witness to that fact. For the purposes of binding the Contracted Freelancer to this Agreement, the electronic signature below is witness to that fact. For purposes of evidencing this Agreement, a printout of the email and this “attachment” shall constitute proof of this Agreement between the parties.

EDANZ GROUP JAPAN KK

Contracted Freelancer

By:

**By:**

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Edanz Group Japan KK



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