



EDITOR AGREEMENT

To protect the security interest of **Sirius Interactive** (hereinafter referred to, together with its subsidiaries and affiliates, as **Sirius**), and as part of the consideration of contracting with you/your company (hereinafter referred to, together with its subsidiaries and affiliates, as **The Editor**) to perform editorial tasks, we ask that this serve as an agreement between our two entities. Where:

- A. **Sirius** is a professional provider of Editing services to Clients across the globe
- B. **The Editor** is a professional provider of Editing services to Sirius
- C. **The Client** is any person or business who submits a document to Sirius for Editing, formatting or any other editorial service.

1. Obligations of The Editor

- 1.1. **The Editor** shall provide high quality Editing in accordance with instructions and procedures outlined in the email correspondence at the pay scale outlined in email correspondence for all documents submitted to **The Editor** for Editing.
- 1.2. As a part of providing quality Editing, **The Editor** must be willing and available to provide any revisions to work requested by the Client (within the scope of the original job). That is, where the Client or **Sirius** has identified that errors remain in the document or that instructions have not been followed regarding the Editing or formatting of the document. These revisions must be completed within a reasonable timeframe and this work is performed as part of the original job (i.e. no additional payment is made to **The Editor** for revisions to unsatisfactory work performed by **The Editor**). **The Editor** may be requested to make these revisions to their work by **Sirius** within a period of six months after the deadline. (This is because if **The Editor** has performed unsatisfactory work Editing a PhD thesis, for example, this may not become known to the Client until he or she receives the comments from his or her examiners after the submission of the thesis.)
- 1.3. **The Editor** shall return the Editing of documents to **Sirius** prior to the deadline given to **The Editor** when each job is forwarded to them. **The Editor** shall return all the deliverables pertaining to an assignment allocated to **The Editor** prior to the deadline mentioned in the email correspondence that also lists the deliverables.
- 1.4. If for some reason **The Editor** is unable to return the edited document to **Sirius** prior to the specified deadline, **The Editor** must contact **Sirius** immediately. If **The Editor** is unable to complete a job and return it to **Sirius** prior to the specific deadline, **The Editor** will not receive payment for the job as the payment will be refunded to the Client in the case of an unmet deadline. 50% of the payment will be made to the editor if the job is submitted within 30 min of the deadline.
- 1.5. Clients remain the Clients of **Sirius**, and not of **The Editor**. **The Editor** will not be given the contact information of Clients and will communicate with them only through **Sirius**. Clients will not be given the contact information of **The**



- Editor.** Any attempts of **The Editor** to make contact with a Client in any way other than through **Sirius** will result in the termination of this Service Agreement.
- 1.6. **The Editor** must also adhere to any specific university or other guidelines provided to **Sirius** by the Client (in the case of additional guidelines, these will be forwarded to **The Editor** along with the document to be edited). Failure to conform to these guidelines is a very serious issue and if **The Editor** fails to adhere to these guidelines, **The Editor** may not receive payment for the job. Failure to adhere to these guidelines may also result in the termination of this Service Agreement.
 - 1.7. A Client may request a full or a partial refund in the following circumstances: 1) if the deadline was not met; 2) if the Editing performed was unsatisfactory; 3) if the necessary guidelines were not followed; or 4) if **The Editor** refuses or fails to make the requested revisions/corrections to work. In these instances, **Sirius** will negotiate with the Client with the aim of allowing **The Editor** to correct work rather than provide a refund. If this is not possible and **Sirius** deems that the Client has a right to either a full or a partial refund, **The Editor** must return the specified funds to **Sirius** to forward to the Client. Failure to return funds when **Sirius** has deemed that the Client is entitled to a refund will result in the termination of this Service Agreement. If **Sirius** is forced to provide a refund to a Client on behalf of **The Editor** and **The Editor** fails to pay this money to **Sirius**, **Sirius** will begin debt recover proceedings at the expense of **The Editor**.
 - 1.8. **The Editor** is prohibited from allowing any other editors to perform the Editing.
 - 1.9. The confidentiality of **Sirius**'s Clients and of **Sirius** itself is of the utmost importance. **The Editor** cannot under any circumstances distribute, share, transmit or in any way allow third party access to Clients' documents or to documents provided to **The Editor** by **Sirius**. **The Editor** must retain a copy of Clients' documents and documents provided to them by **Sirius** on their computers for reference and backup purposes only but must not allow anyone else to have access to these documents. Computers must be password protected. Clients' documents and documents provided by **Sirius** must never be transmitted by email to anyone other than **Sirius**. Any breaches of confidentiality will result in the termination of this contract.
 - 1.10. The copyright and intellectual property of Clients' documents remains with their authors. The copyright and intellectual property of all documents authored by **Sirius** remains with **Sirius**.

2. The Editor' Expenses

- 2.1. **The Editor** agrees to be responsible for all costs arising out of or in the course of Editing, including but not limited to: photocopying, internet costs, the purchase of instructional and reference materials, hiring and training new editors, telephone and/or facsimile use, all their own business expenses and such other costs.



3. Non-employment Relationship

- 3.1. **The Editor** and **Sirius** agree that no employment relationship exists between **Sirius** and **The Editor**. **The Editor** is hired by **Sirius** as a contractor on a job-by-job basis. It is further agreed that there is no employment relationship between **The Editor** and the Client.

4. Miscellaneous

- 4.1. **The Editor** and **Sirius** agree that **Sirius** cannot be held liable for monetary debt owed by **The Editor** to the Client (for example, in the case of a refund).
- 4.2. **The Editor** is solely liable for any loss, damage or injury caused by negligence, to the complete exoneration of **Sirius**. The decision of whether or not to obtain insurance remains with **The Editor**.
- 4.3. **The Editor** and **Sirius** agree that no representation has been made whatsoever as to the amount of work **The Editor** may receive within any period. While **Sirius** aims to hire **The Editor** for a percentage of incoming Editing each month, the amount of work submitted to **Sirius** each month is not guaranteed and is not within **Sirius's** control.

5. Termination

- 5.1. **The Editor** may terminate this Agreement in writing. Any amount due and payable by **The Editor** to **Sirius** (for example in the case of a refund to a Client) must be made payable to **Sirius** within three (3) working days of the Termination coming into effect. Any amount due and payable by **Sirius** to **The Editor** will be made according to the standard process, and the end of the next invoice period.
- 5.2. **Sirius** reserves the right to terminate this Agreement in circumstances where **The Editor** fails to remedy the breach of the Essential Terms within the time prescribed. However, nothing of the foregoing shall prevent **Sirius** from exercising the right to terminate this Agreement without reason. In such circumstances, a notice will be sent to **The Editor** effective immediately and any amount due and payable by **The Editor** to **Sirius** (for example in the case of a refund to a Client) must be made payable to **Sirius** within three (3) working days of the Termination coming into effect. Any amount due and payable by **Sirius** to **The Editor** will be made according to the standard process, and the end of the next invoice period.

6. Non-disclosure

- 6.1. Non-disclosure serves to protect confidential information and intellectual property developed for and owned by **Sirius**. The definition of confidential information and intellectual property is:
- Information about the affairs and activities of **Sirius**
 - Information about the business practices of **Sirius**, including but not limited to:



- business processes and procedures
 - Editing practices, processes, procedures and house style
 - development plans
 - advertising and marketing strategies
 - accounting
 - strategic alliances
 - Information about Clients, Client list, and Client requirements
 - Information and intellectual property, including documents, information and materials authored by **Sirius**
 - All information disclosed by **Sirius** to **The Editor**
 - Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and/or currently being developed by **Sirius**
 - Confidential information and intellectual property may be:
 - Oral, written, electronic or other machine readable form
 - Translated from the original, modified, updated, or altered
 - Originated or obtained by **Sirius**
- 6.2. **The Editor** acknowledges that information and intellectual property owned by or developed for **Sirius** is the exclusive property of **Sirius**.
- 6.3. **The Editor** will not disclose or attempt to disclose any confidential information and/or intellectual property owned by **Sirius**.
- 6.4. **The Editor** agrees that they will not use or attempt to use any of the confidential information and/or intellectual property owned by **Sirius** for their own benefit or for the benefit of any other person or entity.
- 6.5. **The Editor** will not allow contractors or sub-contractors to perform work for **Sirius** without the express written permission of **Sirius**, as this would violate the terms of this agreement.
- 6.6. **The Editor** must ensure the secure custody of the confidential information and/or intellectual property owned by **Sirius** and must take all reasonable precautions to prevent the access, use, or disclosure of this information by third parties.
- 6.7. **The Editor** must destroy or return any confidential information and intellectual property to **Sirius** at the direction of **Sirius**.
- 6.8. **The Editor** acknowledges that unauthorised disclosure or use of confidential information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, **The Editor** agrees that **Sirius** shall have the right to seek and obtain immediate injunctive relief from breaches of this agreement, in addition to any other rights and remedies it may have.
- 6.9. **The Editor** continues to be bound by the Non-Disclosure section of this agreement even after the Service Agreement has been terminated or lapsed.

7. Intellectual Property and Know-how

- 7.1. The ownership of any and all Intellectual Property that exists and any Know-how furnished to **The Editor** under this Agreement shall remain with **Sirius** or third parties as appropriate and shall not vest in **The Editor**.



8. Whole Agreement

8.1. This agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof that may have been made by the parties either orally or in writing prior to the date hereof and which shall become null and void from the date of this Agreement signed. Each party warrants to the other that it has not relied on any such commitment, representation or warranty in entering this Agreement.

9. General

9.1. If any provision of this Agreement shall be held to be unlawful, the same shall be deemed to be deleted from this Agreement, but this Agreement shall remain in force and effect as if the deleted provision had never been contained in it. The parties shall negotiate in good faith as to the terms of a mutually acceptable and satisfactory provision in place of any deleted, and if such terms shall be agreed, this Agreement shall be amended accordingly.

The Editor agrees to be bound by the provisions herein and to require that anyone else related to **The Editor** who shall receive any information from **Sirius** are similarly bound. With these goals in mind, please review and sign this letter of agreement.

The Editor agrees to comply strictly with all applicable laws, regulations, and orders of the Government of India and any other applicable jurisdictions.

If you are in agreement with these provisions, please sign or have an authorized member of your management sign the copies of this letter (please place your initials on each page as well).

On Behalf of Sirius	On Behalf of The Editor
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