

# WORK MADE FOR HIRE AGREEMENT

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This Work Made for Hire Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**"); and

[CREATOR LEGAL NAME], [a [STATE] [ENTITY TYPE] / an individual] with an address at [CREATOR ADDRESS] (the "**Creator**").

The Client and the Creator are each a "**Party**" and together the "**Parties**."

**Recitals.** The Client wishes to engage the Creator to produce certain commissioned creative work, and the Creator wishes to produce that work, with the Client owning the result. The Parties intend the work to be a "work made for hire" to the fullest extent permitted by applicable copyright law. In consideration of the mutual promises in this Agreement and the compensation described below, the Parties agree as follows.

## 1. Definitions

**1.1 Work.** "**Work**" means the creative work the Creator produces under this Agreement, described in [Exhibit A / the following: [DESCRIBE THE COMMISSIONED WORK, e.g. illustrations, copy, designs, video, music, or software]], together with all drafts, components, and deliverables related to it (the "**Deliverables**").

**1.2 Intellectual Property Rights.** "**Intellectual Property Rights**" means all worldwide copyrights, moral rights, trademark rights, trade-secret rights, and all other intellectual property rights in or to the Work, together with all registrations, applications, and renewals.

**1.3 Background Materials.** "**Background Materials**" means tools, templates, libraries, and pre-existing materials the Creator owned or developed before this Agreement or independently of it.

## 2. Scope of Work

**2.1 Services.** The Creator will create the Work with reasonable skill and care and in a professional manner, consistent with [Exhibit A / the agreed brief and specifications].

**2.2 Schedule.** The Creator will deliver the Deliverables according to [the schedule in Exhibit A / the following dates: [DATES]].

**2.3 Revisions.** The fee includes [NUMBER, e.g. 2] rounds of revisions reasonably requested by the Client. Additional revisions will be billed at [RATE] or as the Parties agree in writing.

**2.4 Acceptance.** The Client will review each Deliverable within [NUMBER, e.g. 10] business days of delivery and will either accept it or provide written notice of deficiencies. A Deliverable is deemed accepted if the Client does not respond within that period.

### 3. Ownership of the Work

**3.1 Work made for hire.** The Work is a "work made for hire" as defined in applicable copyright law, and the Client is the author and owner of all Intellectual Property Rights in the Work.

**3.2 Assignment as backstop.** To the extent any part of the Work does not qualify as a work made for hire, the Creator hereby irrevocably assigns to the Client all right, title, and interest in that part, including all Intellectual Property Rights, throughout the world and in perpetuity.

**3.3 Waiver of moral rights.** To the maximum extent permitted by applicable law, the Creator waives and agrees not to assert any moral rights in the Work against the Client and its licensees and successors.

**3.4 Background Materials.** The Creator retains ownership of its Background Materials. To the extent Background Materials are embedded in the Work, the Creator grants the Client a non-exclusive, perpetual, worldwide, royalty-free, sublicensable license to use them solely as part of the Work.

**3.5 Third-party materials.** The Creator will not incorporate third-party materials into the Work unless the Client approves in writing and the Creator obtains all necessary licenses, which will be listed in **[Exhibit B / writing]**.

### 4. Compensation

**4.1 Fee.** The Client will pay the Creator **[AMOUNT AND CURRENCY]** for the Work, payable **[ON ACCEPTANCE / AS FOLLOWS: [SCHEDULE, e.g. deposit on signing, balance on delivery]]**.

**4.2 Expenses.** The Client will reimburse the Creator for reasonable, pre-approved, documented out-of-pocket expenses incurred in producing the Work.

**4.3 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

**4.4 Ownership and payment.** The transfer of ownership in Section 3 takes full effect only upon the Client's payment in full of the fee for the applicable Work, unless the Parties agree otherwise in writing.

### 5. Creator Representations

**5.1 Originality.** The Creator represents that the Work is original to the Creator and, except for approved third-party materials, does not infringe any third party's Intellectual Property Rights.

**5.2 Authority.** The Creator represents that it has full authority to enter this Agreement and to grant the rights it grants.

**5.3 No conflict.** The Creator represents that performance of this Agreement does not breach any agreement with or duty owed to any third party.

### 6. Confidentiality

**6.1 Obligation.** The Creator will keep confidential all non-public information of the Client learned in connection with the Work and will use it only to perform under this Agreement.

**6.2 Exclusions.** This obligation does not apply to information that is or becomes public through no fault of the Creator, was lawfully known to the Creator without restriction before disclosure, or is rightfully received from a third party without restriction.

### 7. Credit and Portfolio Use

**7.1 Attribution.** The Client [will / will not] provide the Creator a credit in connection with public uses of the Work, in a form the Parties agree.

**7.2 Portfolio.** The Creator may display the Work in the Creator's portfolio and promotional materials, unless the Client notifies the Creator in writing that the Work is confidential or subject to embargo, and subject to Section 6.

## 8. Term and Termination

**8.1 Term.** This Agreement begins on the Effective Date and continues until the Work is completed and accepted and all payments are made, unless terminated earlier.

**8.2 Termination for convenience.** The Client may terminate on [NUMBER] days' written notice. On such termination, the Client will pay for Work performed and accepted through the termination date, and ownership of the paid-for portion transfers under Section 3.

**8.3 Survival.** Sections 3, 5, 6, and 9, and any others that by their nature should survive, survive termination.

## 9. General Provisions

**9.1 Independent contractor.** The Creator is an independent contractor. Nothing creates an employment, partnership, or agency relationship.

**9.2 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**9.3 Assignment.** The Client may assign this Agreement and the Work. The Creator may not assign it without the Client's prior written consent.

**9.4 Severability and waiver.** If any provision is unenforceable, the rest remains in effect, and a court may modify the provision to make it enforceable. A Party's failure to enforce a provision is not a waiver.

**9.5 Entire agreement; amendment.** This Agreement, including its exhibits, is the entire agreement between the Parties on its subject and supersedes prior understandings. It may be amended only in a writing signed by both Parties.

**9.6 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CLIENT**

**CREATOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE OR N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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