

# WORK FOR HIRE AGREEMENT

*Engagement of a creator to produce work owned by the hiring party*

**Important:** Under U.S. copyright law (17 U.S.C. § 101), “work made for hire” applies automatically only to (i) work created by an employee within the scope of employment, or (ii) certain specially commissioned works (including contributions to a collective work, audiovisual works, translations, supplementary works, compilations, instructional texts, tests, answer materials, and atlases) where the parties expressly agree in writing. For work outside those categories, the assignment language in Article 4 — not the “work for hire” label — is what transfers ownership. Rules differ outside the U.S. (many countries don’t recognize “work for hire” the same way and require explicit assignment and moral-rights waivers). Have a qualified attorney review this template for your jurisdiction and the type of work involved.

This Work for Hire Agreement (the “Agreement”) is entered into as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between:

## CLIENT (the “Hiring Party”)

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

## CREATOR (the “Contractor”)

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

The Client and the Creator are referred to individually as a “Party” and collectively as the “Parties.”

**1. Engagement and Description of Work**

1.1 The Client engages the Creator to create and deliver the following work (the “Work”):

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A more detailed specification, scope, or creative brief may be attached as Exhibit A and is incorporated by reference.

1.2 Category. Check the category that best describes the Work (this affects whether U.S. “work for hire” treatment applies):

- (a)  Contribution to a collective work    Audiovisual work / motion picture    Translation
- (b)  Supplementary work    Compilation    Instructional text    Test or answer material
- (c)  Atlas    Other (the assignment in Article 4 governs):

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**2. Deliverables and Timeline**

The Creator shall deliver the Work on the following schedule:

#	Deliverable / Description	Due Date	Format
1			
2			
3			
4			

2.1 Revisions. The Creator shall provide up to \_\_\_\_ (\_\_) rounds of revisions per deliverable at no additional charge. Additional revisions shall be billed at \$\_\_\_\_\_ per \_\_\_\_\_.

2.2 Acceptance. The Client shall review each deliverable within \_\_\_\_ (\_\_) business days of receipt and shall either accept it in writing or provide specific written feedback. Failure to respond within that period shall be deemed acceptance.

### 3. Compensation

3.1 Total Fee. The Client shall pay the Creator a total fee of \$\_\_\_\_\_ (\_\_\_\_\_ dollars) for the full performance of this Agreement (the "Fee").

3.2 Payment Schedule. The Fee shall be paid as follows:

- (d) Deposit: \_\_\_\_% (\_\_\_\_\_) due upon execution of this Agreement;
- (e) Milestone payments: \_\_\_\_% upon \_\_\_\_\_; and
- (f) Final payment: \_\_\_\_% upon final acceptance of the Work.

3.3 Expenses. Pre-approved, reasonable, and documented expenses (e.g., licensed stock assets, third-party software, travel) shall be reimbursed at cost.

3.4 Payment Method and Timing. Payment shall be made by \_\_\_\_\_ within \_\_\_\_\_ (\_\_\_\_) days of each invoice.

3.5 Late Payments. Unpaid amounts shall accrue interest at \_\_\_\_% per month or the maximum rate permitted by law, whichever is less.

### 4. Ownership of Work — Work for Hire and Assignment

4.1 Work Made for Hire. To the maximum extent permitted by law, the Parties agree that all Work created under this Agreement is a "work made for hire" as defined in Section 101 of the U.S. Copyright Act (17 U.S.C. § 101), and that all rights, title, and interest in and to the Work — including all copyrights and other intellectual property rights — shall vest in the Client upon creation.

4.2 Assignment (Backup). To the extent any portion of the Work does not qualify as a "work made for hire," the Creator hereby irrevocably assigns, transfers, and conveys to the Client all right, title, and interest in and to the Work, including all copyrights, patent rights, trademark rights, trade secret rights, and any other intellectual property rights, in all media and formats, throughout the world, in perpetuity, for the maximum duration permitted by law. The Creator shall promptly execute any further documents reasonably requested by the Client to perfect or record such assignment.

4.3 Moral Rights. To the maximum extent permitted by applicable law, the Creator hereby waives — or, where waiver is not permitted, agrees not to assert — any "moral rights," "droit moral," or similar rights of paternity, integrity, disclosure, or withdrawal in the Work. Where waiver is not permitted, the Creator grants the Client an irrevocable, royalty-free license to exercise such rights.

4.4 Effective Upon Payment. The transfer of ownership under this Article shall be conditioned on the Client's payment of the Fee in full. Until payment in full, the Creator retains ownership and grants the Client only a limited, non-transferable license to review the Work.

## 5. Pre-Existing Materials and Third-Party Content

5.1 The Creator may incorporate into the Work materials, tools, methods, or know-how it owned or developed prior to this Agreement (“Pre-Existing Materials”). The Creator retains ownership of Pre-Existing Materials and grants the Client a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, modify, distribute, and create derivative works of such Pre-Existing Materials, but only as embedded in the Work.

5.2 The Creator shall not incorporate any third-party copyrighted material, trademarks, or other intellectual property into the Work without (a) appropriate licenses obtained at the Client’s cost (or, if at the Creator’s cost, with the Client’s prior written approval), and (b) written disclosure to the Client in advance.

5.3 Open-Source Components. The Creator shall identify in writing any open-source or freely licensed components incorporated in the Work and the applicable license terms.

## 6. Credit and Portfolio Use

6.1 Credit. The Client  shall  shall not provide credit to the Creator in connection with the Work, in the form: \_\_\_\_\_.

6.2 Portfolio. The Creator may display the Work in its portfolio and on social media for self-promotion, unless the Client provides written notice otherwise. The Creator shall not disclose any Confidential Information when doing so and shall respect any embargo period of \_\_\_\_ (\_\_\_) days following the Client’s public release of the Work.

## 7. Confidentiality

The Creator shall keep confidential all non-public information of the Client (“Confidential Information”), including business plans, customer data, unreleased materials, and the existence and terms of this Agreement, and shall use it solely to perform this Agreement. This obligation continues for \_\_\_\_ (\_\_\_) years after termination of this Agreement, and indefinitely for trade secrets.

## 8. Independent Contractor Status

The Creator is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. The Creator is solely responsible for all taxes, withholdings, insurance, and benefits with respect to the Creator and any personnel engaged by the Creator. Despite the “work for hire” designation in Article 4, the Parties do not intend to create an employer-employee relationship.

## 9. Creator’s Representations and Warranties

The Creator represents and warrants that:

- (g) The Creator has full right, power, and authority to enter into this Agreement;

- (h) The Work will be original to the Creator (except for properly licensed Pre-Existing Materials and disclosed third-party content);
- (i) The Work will not infringe any copyright, trademark, patent, trade secret, right of publicity, right of privacy, or other right of any third party;
- (j) The Creator has not granted, and will not grant, any rights in the Work to any third party that would conflict with this Agreement; and
- (k) The Work will conform to the specifications agreed by the Parties and will be performed in a professional and workmanlike manner.

## 10. Indemnification

The Creator shall defend, indemnify, and hold harmless the Client and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of any breach of the warranties in Article 9 or the Creator's negligence or willful misconduct.

## 11. Termination

11.1 Termination for Convenience. The Client may terminate this Agreement at any time upon written notice. In that case, the Client shall pay the Creator for Work properly performed through the termination date, on a pro-rata basis. Ownership of Work completed through the termination date shall transfer to the Client upon such payment.

11.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within \_\_\_\_\_ (\_\_\_) days of written notice.

11.3 Effect of Termination. Articles 4 (Ownership), 5 (Pre-Existing Materials), 7 (Confidentiality), 9 (Warranties), 10 (Indemnification), and 13 (Governing Law) shall survive termination.

## 12. Limitation of Liability

Except for breach of confidentiality, indemnification obligations, or the Creator's warranties regarding non-infringement, neither Party shall be liable for indirect, incidental, or consequential damages. The Creator's total aggregate liability under this Agreement shall not exceed the total Fee actually paid by the Client, except for indemnification claims arising from third-party intellectual property infringement, which shall not be subject to this cap.

## 13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of \_\_\_\_\_, without regard to its conflict of laws principles. The Parties shall first attempt to resolve any dispute through good-faith negotiation. If unresolved within \_\_\_\_\_ (\_\_\_) days, the dispute shall be submitted to

\_\_\_\_\_ (e.g., mediation, binding arbitration under [rules] in [city], or the state and federal courts of [jurisdiction]).

**14. General Provisions**

14.1 Entire Agreement. This Agreement, together with any exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions on its subject matter.

14.2 Amendments. Any modification must be in writing and signed by both Parties.

14.3 Assignment. The Creator may not assign or subcontract this Agreement without the Client’s prior written consent. The Client may assign this Agreement to a successor or affiliate, including in connection with a merger, acquisition, or sale of substantially all of its assets.

14.4 Notices. All notices shall be in writing and delivered to the addresses set forth above by personal delivery, recognized courier, certified mail, or email with confirmation of receipt.

14.5 Severability. If any provision is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14.6 Waiver. The failure of either Party to enforce any provision shall not be a waiver of any future enforcement.

14.7 Counterparts and Electronic Signature. This Agreement may be signed in counterparts, including by electronic signature, each of which shall be deemed an original.

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

<p><b>CLIENT</b></p>  <p>_____</p> <p>Signature</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>		<p><b>CREATOR</b></p>  <p>_____</p> <p>Signature</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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— END OF AGREEMENT —

*This template is for general informational purposes only and is not legal advice. Consult a qualified attorney before use.*