



Company Email Address

Company Website

Company Number

Company Social Media

Legal Intellectual Property Work for Hire Agreement

This Work for Hire Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE], by and between [YOUR COMPANY NAME], a corporation organized and existing under the laws of [STATE/COUNTRY], with its principal place of business located at [YOUR COMPANY ADDRESS] (hereinafter referred to as the "Employer"), and [CREATOR NAME], an individual residing at [CREATOR ADDRESS] (hereinafter referred to as the "Creator").

WHEREAS, the Employer desires to engage the Creator to create, develop, and deliver the work(s) described in Exhibit A attached hereto (the "Work"), and the Creator agrees to create, develop, and deliver the Work, all on the terms and conditions set forth in this Agreement;

WHEREAS, it is intended by the parties that such Work shall be a work made for hire, and all rights, title, and interest in and to the Work shall be owned by the Employer as provided under the copyright laws of the United States or other applicable laws;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definition of Terms

A. "**Work**" shall mean all creative outputs, including but not limited to, writings, designs, software, inventions, ideas, and other materials developed by the Creator specifically for the Employer under this Agreement, as further described in Exhibit A.

B. "**Intellectual Property**" refers to all intellectual property rights arising from the Work, including but not limited to copyrights, patents, trademarks, trade secrets, and any applications for the same.

C. "**Effective Date**" is the date on which this Agreement is signed by both parties, being [INSERT DATE].

II. Scope of Work

A. The Creator agrees to perform the services and deliver the Work as described in Exhibit A, attached hereto and incorporated by reference.

B. The Creator shall complete the Work in accordance with the specifications, standards, and deadlines set forth in Exhibit A.

C. The Employer agrees to provide the Creator with all necessary information, materials, and support required to complete the Work.

D. The Creator must submit completed Work to the Employer for review and approval in accordance with the review schedule outlined in Exhibit A. The Employer shall provide feedback or approval within seven (7) days of receipt.

III. Ownership of Intellectual Property

A. The Employer shall be the sole and exclusive owner of all right, title, and interest in and to the Work, including all Intellectual Property rights arising therefrom. The Work shall be considered a work made for hire as defined in the copyright laws of the United States.

B. The Creator agrees to execute any documents necessary to confirm or perfect the exclusive ownership of the Employer over the Intellectual Property.

C. In the event that any of the Work is determined not to be a work made for hire, the Creator hereby assigns to the Employer all right, title, and interest, including all Intellectual Property rights, in and to such Work.

D. The Creator agrees to disclose promptly to the Employer any inventions, ideas, or works of authorship relating to the Employer's business that are conceived or made by the Creator during the term of this Agreement, whether or not during working hours.

E. The Creator warrants that the Work will be original, will not infringe upon any third party's rights, and there are no encumbrances or restrictions on the assigned rights.

IV. Compensation and Payment Terms

A. For the services rendered and the Work delivered under this Agreement, the Employer agrees to pay the Creator a total fee of [TOTAL FEE AMOUNT], payable as follows:

1. An initial payment of [INITIAL PAYMENT AMOUNT], due within seven (7) days of the Effective Date.
2. A final payment of [FINAL PAYMENT AMOUNT], due within seven (7) days of the Employer's acceptance of the completed Work.

B. Payments shall be made to the Creator via [PAYMENT METHOD], to the account details provided by the Creator.

C. Any additional services requested by the Employer that fall outside the scope of Work described in Exhibit A will be subject to additional charges. Such charges shall be agreed upon in writing by both parties before the commencement of the additional services.

D. The Creator shall be responsible for all personal taxes, including income tax, self-employment tax, and any other taxes or levies imposed on the payments received under this Agreement.

V. Confidentiality

A. The Creator agrees to keep confidential and not disclose to any third party any information related to the Employer's business, including but not limited to, trade secrets, business plans, customer lists, and any other information deemed proprietary by the Employer, except as required to perform the Work under this Agreement.

B. This confidentiality obligation shall survive the termination of this Agreement and remain in effect indefinitely.

C. The Creator shall return or destroy all confidential information in their possession upon termination of this Agreement or at the Employer's request.

VI. Warranties and Representations

A. The Creator warrants that the Work will be original, free from plagiarism, and will not infringe upon the intellectual property rights of any third party.

B. The Creator represents that they have the full right, power, and authority to enter into this Agreement and to fully perform all of their obligations hereunder.

C. The Creator further warrants that the Work will be completed in a professional and workmanlike manner and in accordance with all agreed specifications.

D. The Employer warrants that they have the right to enter into this Agreement and that the performance of their obligations under this Agreement will not violate the rights of any third party.

E. Both parties warrant that they will comply with all applicable laws and regulations in the performance of their obligations under this Agreement.

VII. Indemnification

A. The Creator agrees to indemnify, defend, and hold harmless the Employer and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the Creator's breach of any representation, warranty, or obligation under this Agreement.

B. The Employer agrees to indemnify, defend, and hold harmless the Creator from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the Employer's use of the Work, except for claims resulting from the Creator's breach of this Agreement.

VIII. Termination

A. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

B. Upon termination, the Employer shall pay the Creator for all work completed to the date of termination that complies with the specifications set forth in Exhibit A.

C. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to the termination.

IX. Dispute Resolution

A. The parties agree to first attempt to resolve any dispute arising out of or related to this Agreement through good faith negotiations.

B. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [LOCATION], and the decision of the arbitrator(s) shall be final and binding upon the parties.

X. Miscellaneous Provisions

A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, relating to the subject matter of this Agreement.

B. This Agreement may only be amended in writing, signed by both parties.

C. Neither party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other party.

D. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without giving effect to any principles of conflicts of law.

E. Any notices required or permitted to be given under this Agreement shall be in writing and delivered by personal delivery, email, or certified mail, return receipt requested, to the addresses specified herein.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Employer

[SIGNATURE]

[NAME]

[TITLE]

[DATE]

Creator

[SIGNATURE]

[NAME]

[TITLE]

[DATE]