

The Creator Rights Primer

Own what you make. A plain language guide to ownership, contracts, and AI for working creatives.

INTRODUCTION

Own what you make.

A plain language guide to ownership, contracts, and AI for working creatives.

Why this exists

Most creatives sign away rights they never had to give up. They do it because the language is dense, the stakes are unclear, and nobody ever sat them down and explained the basics. This guide is an attempt to fix that. It is not legal advice. It is the kind of conversation we wish someone had with us before we signed our first contract.

Pro.Your Life is a nonprofit creative trust. Our mission is to help artists and creatives build, protect, and sustain their work in a technology driven world without losing ownership, culture, or humanity. This primer is one of the first steps in that work.

What you will learn

- What you actually own when you make something
- The three rights every creator should understand
- Five questions to ask before signing any contract
- What AI training on your work means, and what to do about it
- A short glossary of the words that show up most often

IN THIS SERIES

The Creator Rights Primer is Volume 01 of the Pro.Your Life Creator Rights library. Keep going with the **IP Literacy Glossary** (Volume 02) and **Work for Hire & You** (Volume 03), both free at proyourlife.org.

ONE

What you actually own

The moment you create something original and fix it in some tangible form (a recording, a file, a draft, a printed page, a saved photograph), you own the copyright. You do not have to register it, file it, or pay for it. The ownership is automatic.

Registration matters for one reason. If someone steals your work, registration lets you sue for statutory damages and attorneys fees. Without registration, your remedies are much narrower. Registration is filed online at copyright.gov for a modest fee. Check the current fee schedule there before you file, since fees are updated from time to time.

> You own the copyright. The question every contract is really asking is what you are agreeing to do with that ownership.

The two ways your ownership can change

ASSIGNMENT

- You transfer ownership to someone else.
- They become the owner. You no longer are.
- Permanent unless the contract gives you a way back.

LICENSE

- You keep ownership.
- You grant permission to use the work in defined ways, for a defined time, in a defined place, for a defined purpose.
- Can be revocable or irrevocable, exclusive or non exclusive.

Most of the bad deals creatives sign are assignments dressed up to look like licenses. Read carefully.

TWO

The three rights every creator should understand

Reproduction

The right to make copies of the work. This includes physical copies, digital copies, and copies as part of another work. When someone says they want to license your music for a commercial, they need this right.

Distribution

The right to sell, lease, lend, or otherwise transfer copies to the public. Streaming, downloading, and physical sales all fall under distribution.

Derivative works

The right to make new works based on yours. Remixes, translations, film adaptations, sequels, and AI training on your work are all derivative use questions. This is the right that gets contested most often, and the one creators most often give up without realizing it.

> When someone wants to do something with your work, the first question is which of these three rights they are asking for. If a contract just says “all rights,” that means all three. And usually more.

THREE

Five questions to ask before signing

Whether the contract is one page or fifty, the same five questions will surface most of what matters. If the other side cannot answer them in plain language, that is your answer.

01 **Am I assigning, or am I licensing?**

If you cannot tell from reading it, ask. The word “grant” alone is ambiguous. The word “assign” is not.

02 **What is the scope?**

Which rights, for how long, in which territories, for which uses. “Worldwide, in perpetuity, in all media now known or hereafter devised” is the broadest possible scope. Push back if you can.

03 **Is it exclusive?**

An exclusive license means you cannot license the same right to anyone else. A non exclusive license leaves you free to license it again. Exclusivity is worth real money. Do not give it away.

04 **What happens if they do not pay or do not perform?**

Look for a termination clause, a reversion clause, or a clear remedy. Without one, you can be stuck in a deal where they hold the rights and do nothing with them.

05 **What about AI?**

Newer contracts include broad language about “machine learning,” “training,” or “automated systems.” Read these clauses carefully. They are often written to capture rights that did not exist as a category five years ago.

FOUR

AI training and your work

When a generative AI system is trained on a dataset of creative works, the training process makes copies of those works and uses them to teach the model patterns. Whether this is fair use, or whether it requires a license from each creator whose work was used, is actively being decided in courts right now.

What you can do in the meantime

01 **Read the platform terms.**
Many platforms (social media, stock libraries, distribution services) include language granting them rights to use your uploads for “research,” “product improvement,” or “training of automated systems.” Some let you opt out. Many do not.

02 **Add explicit reservations to your contracts.**
A short clause can be added to most agreements. Push for it.

03 **Watermark and document.**
Keep records of your work. Maintain provenance. If your work shows up in a model output without permission, documentation is what makes a claim possible.

04 **Use opt out tools where available.**
Some platforms now offer mechanisms to mark your work as do not train. These are imperfect. Use them anyway.

SAMPLE RESERVATION CLAUSE

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Licensee shall not use the work, in whole or in part, for the training of machine
learning or generative AI systems.
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> We do not build AI that replaces artists. We build AI that protects, augments, and respects them. That principle starts with the right to say no.

APPENDIX

A short glossary

These are the words you will see most often. None of them are complicated once translated.

Assignment	A permanent transfer of ownership.
License	Permission to use, with conditions, while you keep ownership.
Exclusive	Only one party gets the right. Nobody else, including you.
Non exclusive	Multiple parties can hold the same right at the same time.
Perpetuity	Forever.
Territory	Where the rights apply geographically.
Derivative	A new work based on the original.
Public domain	Works that anyone can use without permission, usually because copyright expired.
Fair use	A defense to copyright infringement for certain limited uses. Not a right you can claim in advance.
Moral rights	Rights of attribution and integrity, separate from economic rights. Limited in the US.
Work made for hire	Work where the employer or commissioning party owns the copyright from the start.
Royalty	A payment to the rights holder, usually as a percentage.

GO DEEPER

The full **IP Literacy Glossary** (Volume 02) defines more than fifty terms in plain language, and **Work for Hire & You** (Volume 03) explains the one clause that can cost you ownership before you even start.

ONE LAST THING

This is a starting point, not a substitute.

This primer is education, not legal advice. Every contract is different. Every situation has context. When real money or real rights are on the line, talk to a lawyer who works with creatives.

We publish this guide because the alternative, creatives signing what they do not understand, is the status quo, and the status quo is not good enough.

STAY IN THE WORK

Build, protect, and sustain your creative work.

Pro.Your Life is a nonprofit creative trust helping artists and creatives build, protect, and sustain their work in a technology driven world without losing ownership, culture, or humanity. We publish free educational resources, host workshops, and are building a global creative trust for the age of AI. Join the founding community at proyourlife.org.

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