

IP Literacy Glossary

Plain language definitions for the legal terms every creator should know.

INTRODUCTION

Say it plain.

The legal words around creative work are not complicated once they are translated. This glossary is the translation.

Use it next to any contract, platform terms of service, or deal memo. When a word shows up that you do not understand, look it up here before you sign. If it is not here, or it still does not make sense, that is the moment to ask questions.

Terms are grouped into six sections so related ideas sit together:

01	**Ownership and copyright**	What you own, when you own it, and for how long.	11 terms
02	**Your rights**	The specific things only the owner can do or allow.	10 terms
03	**Deals and contracts**	The words that decide who owns what after you sign.	18 terms
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The IP Literacy Glossary is Volume 02 of the Pro.Your Life Creator Rights library. Start with **The Creator Rights Primer** (Volume 01) and keep going with **Work for Hire & You** (Volume 03), both free at proyourlife.org.

SECTION 01

Ownership and copyright

What you own, when you own it, and for how long.

Copyright	The bundle of legal rights you get automatically when you create an original work and fix it in a tangible form. It covers music, lyrics, recordings, writing, art, photos, film, code, and more.
Author	The person who created the work. Usually you. The big exception is work made for hire, where the employer or commissioning party is treated as the author.
Fixation	Capturing the work in a form that lasts: a saved file, a recording, a sketch, a draft. A melody you only hum in your head is not fixed yet. Once you record it, it is.
Originality	The work has to come from you and show at least a little creativity. It does not have to be good, new to the world, or complicated.
Idea vs. expression	Copyright protects how you express an idea, not the idea itself. Anyone can write a love song. Nobody else can copy yours.
Registration	Filing your work with the U.S. Copyright Office at copyright.gov. Not required to own the copyright, but required before you can sue in most cases, and it unlocks statutory damages and attorneys fees.
Copyright notice	The © symbol, year, and owner name. Not required since 1989, but it tells the world the work is claimed and who to contact.
Copyright term	How long copyright lasts. For most works by an individual, your lifetime plus 70 years. For works made for hire, 95 years from publication or 120 years from creation, whichever ends first.
Public domain	Works nobody owns anymore, usually because the copyright expired. Anyone can use them without permission.

Joint work	A work two or more people create together, intending their parts to merge into one whole. Each co-owner can usually license it, but must share the money. Settle the splits in writing.
Two copyrights in a song	Every recorded song has two separate copyrights: the composition (the melody and lyrics, owned by the writers and publishers) and the sound recording, or master (the specific recording, often owned by the artist or label).

SECTION 02

Your rights

The specific things only the owner can do or allow.

Exclusive rights	The rights copyright gives the owner: to reproduce the work, make derivative works, distribute copies, perform it publicly, display it publicly, and, for sound recordings, perform it by digital audio transmission.
Reproduction right	The right to make copies, physical or digital, including copies inside another work.
Distribution right	The right to sell, rent, lend, or otherwise get copies to the public. Streaming, downloads, and physical sales all touch it.
Derivative work	A new work based on an existing one: a remix, translation, adaptation, sequel, or arrangement. Making one usually needs the original owner's permission.
Public performance	Playing or performing the work where the public can hear it: venues, radio, TV, streaming, stores, and restaurants.
Sync rights	Permission to pair music with moving images in a film, show, ad, game, or video. You usually need sync for the composition and a master use license for the recording.
Mechanical rights	Permission to reproduce and distribute a composition as a recording, including covers and streams. Mechanical royalties pay songwriters and publishers.

Moral rights	The right to be credited and to object to distortion of your work. Very limited in the U.S. (mostly for certain visual art) but stronger in many other countries.
Right of publicity	Your right to control commercial use of your name, image, voice, and likeness. It comes from state law and matters more than ever with voice and face cloning.
Attribution	Credit. Being named as the creator. In the U.S. you usually only get it if a contract promises it, so ask.

SECTION 03

Deals and contracts

The words that decide who owns what after you sign.

Assignment	A permanent transfer of ownership. After you assign, the other side owns the work and you do not.
License	Permission to use the work in defined ways while you keep ownership.
Exclusive	Only one party gets the right. Nobody else, including you.
Non exclusive	Several parties can hold the same right at the same time. You stay free to license it again.
Scope	The limits of a deal: which rights, which uses, which media, how long, and where.
Territory	Where the rights apply geographically. “The universe” is a real phrase in contracts. Push back on it.
Term	How long the deal lasts. Not to be confused with the copyright term.
Perpetuity	Forever.
Irrevocable	Cannot be taken back, even if the other side stops using the work.

“All media now known or hereafter devised”	Language that covers every format that exists and every format that will ever be invented. It is as broad as a grant gets.
Work made for hire	Work where the employer or commissioning party owns the copyright from the moment it is created. See Volume 03, Work for Hire & You.
Buyout	A one time payment in exchange for broad or total rights, with no royalties later.
Reversion	A clause that returns rights to you if something happens, such as the other side failing to pay, failing to release the work, or the term ending.
Termination rights	A U.S. law that lets authors reclaim rights they transferred, generally after 35 years, by sending notice in a set window. It does not apply to works made for hire.
Warranty	A promise you make in a contract, such as “this work is original and I own it.” If it is untrue, you can be liable.
Indemnification	A promise to cover the other side's losses if something goes wrong. Read who is protecting whom.
Option	The right, but not the obligation, to do something later, such as buy rights or sign you to another project.
Split sheet	A short signed document that records who wrote what percentage of a song. Fill it out in the session, before anyone leaves.

SECTION 04

Money

How creative work actually pays.

Royalty	A payment to the rights holder, usually a percentage of revenue or a set rate per use.
Advance	Money paid up front against future royalties. It is not a bonus. You usually earn it back before royalties start flowing.

Recoupment	The process of the other side earning back advances and some costs out of your share before paying you further royalties.
Performing rights organization (PRO)	A group that licenses public performances of compositions and pays songwriters and publishers. In the U.S.: ASCAP, BMI, SESAC, and GMR.
Mechanical royalties	Money owed to songwriters and publishers when compositions are reproduced, including on streaming services. In the U.S., The MLC collects streaming mechanicals.
SoundExchange	The U.S. organization that collects digital performance royalties for sound recordings from services like satellite and internet radio, and pays artists and rights owners.
Sync fee	The fee paid to license music into video. Often paid once, for both the composition and the master.
Publishing	The business of owning and administering compositions: registering songs, licensing them, and collecting royalties. A publishing deal usually trades a share of your songwriting income for services or an advance.
Points	Percentage points of royalties, often used for producers on a record.

SECTION 05

Protection and enforcement

What to do when your work is used without permission.

Infringement	Using someone's protected work in a way only the owner can allow, without permission or a legal defense.
Fair use	A legal defense for certain limited uses such as commentary, criticism, teaching, news, and parody. Courts weigh four factors: the purpose of the use, the nature of the work, how much was used, and the effect on the market. It is decided case by case, not claimed in advance.
Statutory damages	Damages set by law, from $750 to $30,000 per work, and up to $150,000 for willful infringement. Available only if the work was registered in time.

DMCA takedown	A notice asking a platform to remove material that infringes your copyright. Most platforms have a form for it.
Counter notice	The response someone files if they believe a takedown was a mistake. It can get the material restored.
Cease and desist	A letter demanding that someone stop an infringing use. Often the first step before legal action.
Trademark	Protection for names, logos, and slogans that identify who a product or service comes from. It protects your brand, not your art.
Trade secret	Valuable information kept confidential, such as a process or an unreleased project. It stays protected only while it stays secret.
NDA	A non disclosure agreement. A contract that keeps shared information confidential.
Creative Commons	Free, standard licenses creators can attach to their work to allow certain uses, with conditions like credit, no commercial use, or share alike.

SECTION 06

AI and technology

New words for new questions about your work.

Training data	The collection of works used to teach an AI model. If your work is in it, the model learned patterns from it.
Dataset	A structured collection of data, such as images, songs, or text, gathered for training or research.
Scraping	Automatically copying content from websites at scale, often to build datasets. Frequently done without the creators' consent.
Opt out / do not train	Tools or settings that ask a platform or AI company not to use your work for training. Useful, imperfect, and worth using anyway.

Human authorship	U.S. copyright only protects work created by humans. Material generated by AI without meaningful human creative control cannot be registered, and AI generated parts must be disclosed when you register.
Provenance	The documented history of a work: who made it, when, and how. Drafts, project files, and dated records all build provenance.
Content credentials	Tamper evident metadata attached to a file that records how it was made and edited, including whether AI was used.
Synthetic media	Images, audio, or video generated or heavily altered by AI. Deepfakes are synthetic media that imitate a real person.
Voice and likeness cloning	Using AI to reproduce a person's voice or appearance. Your right of publicity and your contracts are your main protection.

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.

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

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