

Work for Hire & You

How to keep your rights when someone pays you to create.

INTRODUCTION

Before you start, know who owns it.

When someone pays you to create, one phrase can decide whether you own the work or never owned it at all. That phrase is “work made for hire.”

Most creators first see it buried in a contract for a beat, a video, a logo, a photo shoot, or a staff job. It sounds routine. It is not. This guide explains what it means, when it actually applies, what it costs you, and what you can ask for instead.

What you will learn

- What work made for hire means, in plain language
- The only two ways a work can legally become work made for hire
- What you give up when you agree to it
- How to spot it in a contract, including the backup clause
- What to ask for instead, with sample language
- How it plays out in real creative situations

IN THIS SERIES

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

ONE

What work made for hire means

Normally, the person who creates a work is its author and owns the copyright from the moment it is fixed. Work made for hire flips that rule. When a work qualifies, the law treats the employer or the person who commissioned it as the author. Not the new owner. The author, from day one.

That difference matters. If you create something and later assign it to someone, you were the owner first, and the law still gives authors some protections. If it was work made for hire, you were never the owner. There is nothing to get back.

> An assignment moves ownership after you create. Work made for hire means ownership was never yours to begin with.

NORMAL RULE

- You create it, you own it.
- You can license or assign it later, on your terms.
- You are the author for as long as the copyright lasts.

WORK MADE FOR HIRE

- The hiring party owns it from the start.
- They are the legal author.
- You keep only what the contract gives back to you.

TWO

The only two ways it happens

A contract cannot turn just anything into work made for hire. Under U.S. copyright law, there are only two paths.

Path A: You are an employee

Work an employee creates as part of their job belongs to the employer automatically. No special contract language is needed. Whether you count as an employee is not about your job title. Courts look at the real relationship: who controls how and when the work is done, whose tools and space you use, whether you get benefits, how taxes are handled, and whether the work is part of the employer's regular business.

Work you make on your own time, with your own equipment, outside the scope of your job is usually yours. Check your employee handbook and any agreement you signed, since some employers ask employees to assign side work too.

Path B: You are an independent contractor, and two conditions are met

If you are freelancing, a commissioned work is work made for hire only if **both** of these are true:

01 **It fits one of nine categories in the law.**

A contribution to a collective work (like a magazine or anthology); part of a motion picture or other audiovisual work; a translation; a supplementary work (like a foreword, illustration, or chart made for someone else's work); a compilation; an instructional text; a test; answer material for a test; or an atlas.

02 **There is a written agreement, signed by both of you, that says it is work made for hire.**

Get it signed before the work begins. Courts differ on whether an agreement signed afterward counts.

WHY THIS MATTERS

If your freelance work is not in one of those nine categories, a contract calling it work made for hire does not make it one. A song, a painting, a standalone photograph, or a sound recording on its own usually does not fit. That is exactly why most contracts add a backup assignment clause, covered in section four.

THREE

What you give up

01 **Ownership, from the start.**

You cannot license the work, sell it, or build on it without permission from the owner, even though you made it.

02 **The right to reclaim it later.**

U.S. law lets authors take back rights they transferred, generally after 35 years. That right does not exist for work made for hire.

03 **Credit.**

Unless the contract promises it, the owner does not have to name you.

04 **Future versions.**
Sequels, remixes, adaptations, and new formats belong to the owner. So does the money they make.

05 **Your portfolio.**
Without permission in writing, even showing the work on your own site or reel can be a problem.

06 **Time.**
Copyright in a work made for hire lasts 95 years from publication or 120 years from creation, whichever ends first. That is a long time to not own your work.

> Work made for hire is not always a bad deal. It is a deal where you are selling ownership. Make sure the price reflects that.

FOUR

How to spot it in a contract

Look for these phrases. Each one is a signal to slow down and read the whole clause.

THE DIRECT CLAUSE

```
The Work shall be considered a “work made for hire” as defined in the U.S. Copyright
Act, and Company shall be the sole author and owner of the Work.
```

THE BACKUP ASSIGNMENT

```
To the extent the Work does not qualify as a work made for hire, Creator hereby
irrevocably assigns to Company all right, title, and interest in and to the Work.
```

This second clause is the one most creators miss. Even when the work cannot legally be work made for hire, the backup assignment still transfers ownership to the other side. Either way, you walk away owning nothing unless you negotiate.

THE WIDE NET

```
…including all drafts, sketches, outtakes, stems, and unused material, in all media now known or hereafter devised, throughout the universe, in perpetuity.
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THE WAIVER

```
Creator waives all moral rights and any right to attribution in connection with the Work.
```

FIVE

What to ask for instead

You will not win every point. You do not need to. Pick the ones that matter most for this project.

01 **A license instead of ownership.**
Many clients only need the right to use the work for a specific purpose. Offer an exclusive license for their use, and keep the copyright.

02 **A price that matches the rights.**
If they want full ownership, that is a buyout. Buyouts should cost more than a license.

03 **Keep what you brought with you.**
Your pre-existing tools, templates, sounds, presets, and techniques should stay yours. Ask for a background materials carve out.

04 **Portfolio and credit rights.**
Ask for the right to show the work in your portfolio and to be credited by name.

05 **A narrow scope.**
Limit the rights to this project, this use, and these media, instead of everything, everywhere, forever.

06 **A way back.**
Ask for rights to revert to you if the work is not used or released within a set time.

07 **Royalties or a share of the upside.**
In music and media, ask for points, a publishing share, or a bonus if the work earns past a set amount.

Sample language you can adapt

PORTFOLIO AND CREDIT

Creator retains the right to display the Work in Creator's portfolio and promotional materials, and shall be credited as “[Your Name]” in any public use of the Work where credits are customarily given.

BACKGROUND MATERIALS

Creator retains all rights in materials, tools, and content created before or independently of this Agreement. Company receives a non exclusive license to such materials only as incorporated in the Work.

LICENSE INSTEAD OF ASSIGNMENT

Creator grants Company an exclusive license to use the Work for [specific purpose] in [media] in [territory] for [term]. All other rights are reserved by Creator.

SIX

How it plays out

Real situations creators run into, and what to watch for in each.

You make a beat or track for another artist.

Producer agreements often use work made for hire language plus a backup assignment. Whether a beat can truly qualify is debated, but the backup clause transfers ownership either way. Negotiate producer points, a songwriting and publishing share if you contributed to the composition, and credit.

A brand pays you for video content.

Video can fall in the audiovisual category, so a signed work made for hire agreement can be valid here. Price it as a buyout, or license the content for a set period and platforms.

You work on a media team as an employee.

Work you create as part of your job belongs to your employer. Personal projects made on your own time and equipment usually stay yours. Know your agreement and keep them separate.

You play or sing on someone else's session.

Session agreements commonly treat your performance as work made for hire. Ask about the session fee, credit, and whether the recording can be used beyond the original project.

You create through a school, program, or workshop.

Ownership depends on the program's policy and what you sign. Ask before you start, and get the answer in writing.

CHECKLIST

Before you sign

Run through this list every time someone pays you to create. If you cannot check a box, ask about it.

- ☐ I know whether I am being hired as an employee or as an independent contractor.
- ☐ I searched the contract for “work made for hire,” “assign,” and “all right, title, and interest.”
- ☐ I know whether my work fits one of the nine categories, and I found any backup assignment clause.
- ☐ I know exactly which rights they get, for which uses, in which media, where, and for how long.
- ☐ The fee reflects what I am giving up. A buyout is priced as a buyout.
- ☐ My pre-existing tools, sounds, and materials stay mine.
- ☐ I can show the work in my portfolio, and I will be credited.
- ☐ There is a way for rights to come back to me if the work is not used.
- ☐ There is a clear answer on AI: whether they can use my work to train or generate content.
- ☐ I have a signed copy of the final agreement saved where I can find it.

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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