

## RIGHTS TO FINAL ART & Copyright Issues

Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Designer hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Designer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

### Under US Copyright law, the designer automatically owns all rights to the work they do.

All rights and ownership belong to the creator of the work (i.e., the designer). Automatically. They don't have to do anything except...make stuff.

The one exception to this is work-for-hire, which basically means that if a designer is your full-time employee, then any work they create is yours. A freelancer, unless specifically stated in your/their contract, is NOT a work-for-hire. So if the proposal or contract doesn't specifically state that some or all of the rights will be transferred to you, you are only *implied* the right only to use the work or reproduce (print) it.

### **Copyright actually refers to a bundle of rights.**

There are 1) rights to display work, 2) rights to reproduce work, and 3) rights to make adaptations (derivative works). Typically I give the first two to all my clients; I don't care how often they display my work, or how many copies they have printed. What I *normally don't* give away is the right to make changes. And the only reason to have native files is to make changes.

The common exception to this rule is for matters of brand identity, such as logo design (which the company will trademark as their own) or websites, which by nature must be updated frequently. The main reason why professional designers don't give away their source files is because **the client is paying for the final work, not the tools to make it.**

**According to AIGA, the professional association for design,**

***"copyright is the exclusive right to control reproduction and commercial exploitation of your creative work."***

**So giving away native files automatically becomes a copyright issue.**

I \_\_\_\_\_ of \_\_\_\_\_ fully understand that the designer \_\_\_\_\_ of \_\_\_\_\_

is a freelance designer. Upon completion of the design project and **upon full payment of services rendered**, the designer will release ownership of all designs to the client, for all print and media advertising and marketing needs. The original artwork or designs in their original "native files" will stay the property of the designer. Furthermore, the designer may use all created artwork for portfolio, display, competition etc... No unauthorized changes may be made to any design without the written consent of the designer.

\_\_\_\_\_  
(Client)

\_\_\_\_\_  
(Designer)

\_\_\_\_\_  
(Date)