

Freelance Contributor Agreement

by Practical Law Intellectual Property & Technology
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A freelance contributor agreement for a company to commission one or more creative (typically copyrightable) works from an individual (freelancer), with alternative provisions depending on whether the company will own or license the work. It is drafted in favor of the company, but aims to be reasonable with the objective of being signed with little or no negotiation. This Standard Document has integrated drafting notes with important explanations and drafting and negotiation tips.

[LETTERHEAD]

[DATE]
[METHOD OF DELIVERY]
[NAME AND ADDRESS]

Dear [CONTRIBUTOR'S NAME]:

This letter agreement (this “**Agreement**”) sets forth the agreement between [COMMISSIONING ENTITY'S NAME] (“**Company**”) and you (“**Contributor**”) with respect to [the work[s]/one or more works to be created by Contributor at the request of Company from time to time during the Term (as defined below), as] described in [Section 2](#) below.

1. Term. This Agreement is effective from the date first set forth above until [[one (1) year/[NUMBER IN WORDS] ([NUMBER]) [months/years]] from such date/terminated by either party by written notice to the other] ([such period, as may be renewed in accordance with the following sentence,] the “**Term**”). [The parties may renew this Agreement for additional [one (1) year/[NUMBER IN WORDS] ([NUMBER]) [month/year]] periods, by written agreement, which may include email.]

2. Work[s]. [Contributor shall create and provide to Company the work[s] described on Schedule A ([the “**Work**”/each, a “**Work**” and, collectively, the “**Works**”]) in accordance with the criteria set forth therein.]

OR

From time to time during the Term, Contributor may create and provide to Company certain works of authorship as follows (each, a “**Work**” and, collectively, the “**Works**”):

Works: [TYPE OF WORKS, FOR EXAMPLE, PHOTOGRAPHS, DRAWINGS, OR ARTICLES, INCLUDING ANY SPECIFICATIONS GENERALLY APPLICABLE TO THE WORKS]

[Purpose: [PURPOSE FOR WHICH THE WORKS ARE TO BE PROVIDED].]

The terms and conditions of this Agreement apply to all Works that are commissioned by Company during the Term, regardless of whether any such Works are completed or required to be completed prior to expiration or earlier termination of the Term.]

3. Contributor Responsibilities. [With respect to each Work commissioned during the Term,]Contributor shall:

(a) deliver [the/each] Work to Company on a timely basis in the formats and on or via the media, and to the address, set forth in Schedule A[, or as otherwise specified by Company when the Work is commissioned];

(b) [prior to delivery of [the/each] Work, obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to in such Work, such written and signed licenses, permissions, waivers, and consents (collectively, “**Permissions**” and each, individually, a “**Permission**”), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for Company[, including its licensees, successors and assigns,] to exercise its rights in [the/such] Work, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person][./; and]

(c) [prior to or concurrently with delivery of [the/each] Work, provide Company with [an executed original of each such/a copy of each such fully executed] Permission.]

4. Grant of Rights.

(a) [Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Work[s], including all copyrights and other intellectual property rights therein. In furtherance of the foregoing, Contributor shall create [each] Work as a work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent [the/any] Work does not qualify as, or otherwise fails to be, work made for hire, Contributor shall, and hereby does, (a) assign, transfer, and otherwise convey to Company, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to [the/such] Work, including all copyrights and other intellectual property rights therein; and (b) irrevocably waive any and all claims Contributor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to [the/such] Work.

(b) [Company hereby grants Contributor a limited license to use the Work[s] for [PURPOSE(S)].

OR

Contributor hereby grants to Company and its affiliates, and each of their respective direct and indirect licensees, successors, and assigns (collectively, “**Licensee**”), a perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free right and license to use the Work[s], including all copyrights and other intellectual property rights therein and all renewals and extensions thereof, in all formats and media, whether now known and existing or hereafter discovered or developed, throughout the universe, for all or any purposes whatsoever. For purposes of clarity and without limiting the foregoing, Contributor agrees that the foregoing grant includes the rights: (a) to modify, edit, combine with other materials, translate, include in collective works, and create derivative works of the Work[s] (collectively, “**Adapt**”, and “**Adapted**” and “**Adaptation**” have correlative meanings); and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Work[s], in whole or in part, and as provided by Contributor unmodified or Adapted.]

5. Ownership. Contributor will own and retain all right, title, and interest in and to the Work[s], subject to the license granted in [Section 4](#). Licensee will own and retain all right, title, and interest in and to all Adaptations of the Work[s] made by, or by any third party for the benefit of, Licensee, subject to Contributor's rights in the underlying Work[s].

6. Use of Contributor's Name, Likeness, and Information. Contributor hereby grants to Company [and its affiliates][, and each of [its/their] respective direct and indirect successors, [licensees,] and assigns,] the right to use Contributor's name, image, likeness, and biographical and professional information [(including information Contributor provides to Company and any other information about Contributor that is publicly available)/provided by Contributor from time to time] in connection with the Work[s] and any Adaptations[, including to advertise and promote the same or any product or service that features or includes [at least one of] the Work[s], in whole or in part, as provided by Contributor unmodified or as Adapted].

7. Payment.

(a) In full consideration of Contributor's creation and timely delivery of [the/each] Work and subject to Section 7(b), Company will pay Contributor a one-time fee in the amount [of \$[PER-WORK FEE]/determined based on the following rates: [BASIS FOR DETERMINING FEE]/agreed by the parties when the Work is commissioned].

(b) Company's payment obligation is conditioned on its receipt of a properly completed IRS Form W-9. In addition, Company is not obligated to pay Contributor for any Work that is delivered late or does not [substantially] comply with this Agreement, including the criteria for such Work as [set forth in Schedule A/specified when such Work is commissioned], unless Company publishes the Work as it may decide in its sole discretion.

(c) Payment will be made within [forty-five (45)/[NUMBER IN WORDS] ([NUMBER])] days after: (i) Company's timely receipt of a Work that complies with this Agreement; or (ii) in the case of a Work that is late or does not so comply, Company's initial publication, if any, of the Work.

8. Attribution. Company [shall/has the right, but not the obligation, to] provide Contributor with the following source attribution of each Work in connection with any publication of such Work[in its entirety][, provided, however, that Company does not have the obligation to provide such attribution where, in its reasonable discretion, space does not reasonably permit]:

Attribution: [ATTRIBUTION WORDING]

Placement: [LOCATION WHERE ATTRIBUTION WILL APPEAR]

9. Representations and Warranties. By providing [the/any] Work to Company, Contributor hereby represents and warrants that [the/such] Work:

(a) is Contributor's sole and original creation;

(b) has not been, and prior to Company's publication thereof will not be, published or otherwise made publicly available, in whole or in part;

(c) is not libelous or otherwise defamatory; and

(d) does not, and use thereof [as licensed hereunder] will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

10. Indemnification. Contributor shall indemnify, defend, and hold harmless Company and its affiliates[, and its and their respective officers, directors, employees, agents, successors, and assigns,] from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any [material] breach by Contributor of its representations[,/or] warranties[, or other obligations] hereunder.

11. Relationship of the Parties.

(a) Contributor is an independent contractor of Company, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contributor and Company for any purpose. Contributor has no authority (and shall not hold itself out as having authority) to bind Company and shall not make any agreements or representations on the Company's behalf without Company's prior written consent.

(b) Contributor is not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing, or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees.

(c) Company is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contributor's behalf. Contributor is solely responsible for all such taxes and contributions, including penalties and interest.

12. Miscellaneous.

(a) This Agreement is personal to Contributor. Contributor shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12(a) is void. Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(b) This Agreement is governed by and construed in accordance with the internal laws of the State of [STATE] without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the [exclusive] jurisdiction of the federal and state courts located in the city of [CITY] and County of [COUNTY], [STATE] in any legal suit, action, or proceeding arising out of or related to this Agreement or any Work(s).

(c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

If the foregoing reflects your understanding, please sign [both copies of]this Agreement in the space provided below and send a [PDF/[OTHER FILE TYPE]] scan of the fully executed document, followed by [a/the] signed original, to my attention.

Very truly yours,

[NAME OF COMMISSIONING ENTITY]

By: _____

Name: [NAME]

Title: [TITLE]

Email address: [EMAIL ADDRESS]

Accepted and agreed as of the date

first written above by:

[NAME OF CONTRIBUTOR]

Date: _____

cc: [NAME OF EACH PERSON TO RECEIVE A COPY]

**[SCHEDULE A
WORK[S]]**

Description of Work	Delivery Format/Media	[Address for Delivery]