



PROPOSAL KIT SAMPLE

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WORKS FOR HIRE AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Contractor").

Declarations

"Pre-existing Works" shall mean any method, practice, source code, object code, graphics, or other resource incorporated into any deliverable that contains Contractor's Proprietary Rights.

"Contractor's Proprietary Rights" shall mean anything in which Contractor has a rightful copyright, trademark, patent, or other intellectual property interest.

"Moral Rights" shall mean the right to the "integrity" of the work, specifically the right to preserve works for hire from alteration, distortion or mutilation.

"Deliverables" shall mean the software provided in object and/or source format (and subject to Contractor's Proprietary Rights), documentation, or other materials required to be delivered by Contractor to Company or Company's Client, as set forth in any Specification(s).

"Source Code" shall mean all of the readable forms of code, documentation, or any combination thereof that go together to make and build files or Deliverables.

"Services" shall mean any programming, training, customization, enhancement, or other labor performed by the Contractor as required by the Specifications, which may or may not have an associated Deliverable.

"Specifications" shall mean the specifications for the Deliverables, as reasonably communicated and agreed to by Contractor, which include detailed specifications and instructions for all required Deliverables, features, and functionality, and a complete production schedule for each Deliverable.

Recitals

Company Initials _____ Contractor Initials _____

- A. Contractor has experience and expertise in the development and formation of original written works ("Materials" or "Project").
- B. Company desires to have Contractor develop Materials for Company.
- C. Contractor desires to develop Company's Materials on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Contractor hereby agree as follows:

1. Term of Agreement.

The term of the agreement shall be for <<Years>> years from the date signed.

2. Development of Materials.

Contractor agrees to the documentation and development of the Materials according to the compensation terms listed on Exhibit A attached hereto. All work performed by Contractor shall be considered "Works for Hire" and Contractor shall be compensated to grant all rights, including "Moral Rights" to the Materials to Company.

3. Specifications.

Contractor agrees to develop the Project pursuant to the Specifications set forth in Exhibit B.

4. Delivery Dates and Milestones.

Contractor will use reasonable diligence in the development of the Materials and endeavor to deliver to Company all operational Materials and files no later than <<DeliveryDate>>. Company acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit B are estimates, and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the

Company Initials _____ Contractor Initials _____

delivery date and the terms of delivery of the Critical Deliverable. Contractor shall deliver, at all times, any and all material required to complete the Project.

5. Ownership Rights.

Company shall retain all ownership, title, and interest in all Materials, including all Moral Rights delivered under this Agreement. All subject matter created as part of the Materials shall be considered works made for hire and Company shall own all copyrights. To the extent that any rights in the Materials vest initially with Contractor for any reason, Contractor hereby irrevocably assigns and quitclaims any such rights to Company.

Contractor acknowledges that the materials contributed and work performed are being commissioned for << Insert Project or Materials Name >> and shall be used in connection with << Insert brief usage description >>. All work performed and/or contributed by Contractor shall be considered "Works for Hire" as defined by the copyright laws of the United States of America. Company shall be the exclusive owner of such works and retain all rights and title in and to the results and proceeds of the Contractor's work, regardless of its level of completion or whether the work is used in part or as a whole. Contractor shall not have any Moral Rights to the Materials or Pre-existing Works incorporated into the Materials or Project or any right to direct or approve their usage in part or in whole.

Contractor hereby grants to Company a non-exclusive, royalty-free, nontransferable, worldwide right and license to use, reproduce, modify, and distribute any Pre-existing Works incorporated into the Materials in connection with Company's use of the Materials. Rights and license shall include, but is not limited to, rights to modify any Pre-existing Works to adapt or incorporate the Pre-existing Works into the Materials and to modify the Pre-existing Works to correct errors, add features or functionality to the Materials, and to make the Materials compatible with other hardware or software.

6. Project Development.

Company Initials _____ Contractor Initials _____

6.1 Contractor Warranties.

Contractor certifies and warrants that the following is true and valid:

6.1.1 No Conflict.

By entering into this Agreement, Contractor certifies that Contractor does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Contractor or any of Contractor's affiliates is a party or by which Contractor or any of Contractor's property is or may become subject or bound. Contractor will not grant any rights under any future agreement, and will not permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Company of Company's rights under this Agreement.

6.1.2 Right to Make Full Grant.

Contractor has all required ownership rights and license to grant Company all necessary rights with respect to the Materials, free and clear of any and all agreements, liens, and interests of any person or party, including, without limitation, Contractor's employees, contractors, agents, artists, or any such employees, contractors, agents, and artists who have provided, are providing, or will provide services with respect to the development of the Materials.

6.1.3 Non-infringement.

Nothing contained in the Materials or required as any part or operation of the Materials, or required to deliver the Materials under this Agreement does or will infringe upon or

DEMO CONTRACT

Company Initials _____ Contractor Initials _____

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/general-work-order-contracts/works-for-hire-agreement.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Company Initials _____ Contractor Initials _____

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