



## Intellectual Property Contract Language: Protecting your work and your rights

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## Ownership Issues

Different issues commonly arise for:

Copyrights

Trademarks

Patents

# Copyrights

Owner --

- author(s) / creator(s) (\*only a starting point)
- “work made for hire” / employees
- can license (exclusivity / term / scope)
- can be assigned (sold)

# Contract Issues

Work made for hire – Employer/Employee

Generally owned by employer, but...

hereby assigns, prospectively, entire right, title and interest

Work made for hire – certain other circumstances

agreed writing as WMFH

specially ordered or commissioned for use

-- contribution to a collective work

-- part of a motion picture or other audiovisual work

## Contract Issues

Licensor – new works (derivative works)

permissible / type (ex. NFTs)

assigned back to owner

Tangible items

sale of “\_\_\_” excludes copyright rights to “\_\_\_”

## Contract Issues

Moral rights -- for works of visual art

waivable / not assignable

rights of attribution & integrity

claim authorship

prevent attribution for work of others

prevent attribution (if distorted, mutilated, modified in a way prejudicial to honor or reputation)

(limited) prevent any intentional distortion, mutilation, or prejudicial modification

## Contract Issues

Model release – photos of people

consent to take and use the photos

compensation

## Trademarks

Owner -- first user

- geographic area / good or service
- controls nature / quality of goods / services
- can license (control & benefits)
- can be assigned (sold) -- goodwill

## Contract Issues

Licensor – contractual ability to control licensee’s  
“nature and quality of goods”

reasonable rights – inspect / control products

ensure compliance with standards

Assignor – getting goodwill associated with mark  
and all goodwill appertaining thereto

## Contract Issues

Right of publicity (NIL)

right to control commercial use of identity / image

-- misappropriation

-- Texas statute (deceased only)

# Patents

Owner --

- inventor(s) (or buyer / assignee from...)
- employees' inventions owned?
- can license (exclusivity / term / scope)
- can be assigned (sold)
- new inventions

# Contract Issues

Employer – ownership of employee inventions

hereby assigns, prospectively, entire right, title and interest

-- vs. "agree to assign"

New inventions / Improvements

all improvements, rights, and claims related to the foregoing

Single owner

typically by assignment

## Contract Issues / Common

Licensor – exclusivity – other opportunities

exclusive / sole & exclusive

sublicenses

Licensor – limited goods / territory / term

permitted products are “\_\_”

term - short / long period / renewable by who

Royalties

how to measure

## Questions?

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