

Copyright Assignment Deed (India)

Transfers all copyright in creative or technical work from creator to Company under the Copyright Act 1957

HOW TO USE THIS TEMPLATE

1. Use this deed to transfer copyright from freelancers, contractors, or founders to the Company.
2. Execute at the time of commissioning work — not after.
3. Section 19 of the Copyright Act 1957 requires all assignments to be in writing and signed by the assignor.
4. A Moral Rights waiver is essential for artistic and creative works.
5. No registration at Copyright Office is needed for this assignment to be valid.

PARTIES AND WORK DETAILS

Assignor (Creator)	[Full legal name — PAN / Passport No. — Address]
Assignor Type	[Individual freelancer / Company / Academic institution]
Assignee (Company)	[Company full legal name and CIN]
Work Being Assigned	[Describe the work specifically — e.g. 'Source code for the billing API module v2.1' / 'Brand logo and all associated artwork source files' / 'Product explainer video script and final edited video']
Date of Creation	[DD Month YYYY — or 'In progress — to be completed by DD/MM/YYYY']
Date of This Deed	[DD Month YYYY]
Consideration Paid	[Rs. X — already paid as part of contractor fee / Rs. X payable on execution / Nominal consideration of Rs. 1 — for founder assignments]

TERMS OF ASSIGNMENT

1. Assignment of Copyright. In consideration of the payment stated above, receipt of which the Assignor acknowledges, the Assignor hereby irrevocably and absolutely assigns to the Assignee all copyright, neighbouring rights, and all other intellectual property rights in the Work, throughout the world, for the full term of protection including all renewals and extensions. The assignment includes: (a) all rights under the Copyright Act 1957 and under the laws of every jurisdiction; (b) all rights to reproduce, publish, distribute, communicate to the public, make adaptations, and translate the Work; (c) the right to register copyright in any jurisdiction; (d) all rights to sue for past, present, and future infringement of the Work; and (e) all rights in any derivative works based on the Work created in the future.

2. Moral Rights Waiver. To the fullest extent permitted by law, the Assignor irrevocably and unconditionally waives all moral rights (including the right of attribution and the right of integrity) in respect of the Work in favour of the Assignee, its successors, and licensees. The Assignor agrees not to assert any moral rights against the Assignee or any person deriving rights through the Assignee.

3. Warranties. The Assignor warrants that: (a) the Work is wholly original and does not infringe any third party's copyright, moral rights, or other IP; (b) the Assignor is the sole author and owner and has full authority to make this assignment; (c) no prior licence, assignment, or encumbrance has been granted over the Work; (d) the Work does

not incorporate any third-party material that would affect the Assignee's rights; and (e) for contractor assignments — the work was created independently and not in the course of employment elsewhere that would vest copyright in a third-party employer.

4. Delivery of Materials. The Assignor shall deliver to the Assignee all source files, working files, raw assets, original files, and supporting documentation relating to the Work within 7 days of execution of this deed, in editable native format.

5. No Licence Back. This assignment does not include any right for the Assignor to continue using the Work without the Assignee's prior written consent.

6. Further Assurance. The Assignor shall execute all further documents and take all steps reasonably required by the Assignee to perfect title to the copyright and to register the copyright in any jurisdiction at the Assignee's expense.

7. Governing Law. This deed is governed by the Copyright Act 1957 and the laws of India. Disputes shall be resolved in the courts of [City].

EXECUTION

ASSIGNOR	ASSIGNEE
[Name]	[Company Name]
Signature: _____	Authorised Signatory: _____
Date: _____	Designation: _____
Place: _____	Date: _____

SCHEDULE A — DESCRIPTION OF WORK

Title of Work	[Title or descriptive name]
Type of Work	[Computer programme / Artistic work / Literary work / Sound recording / Film / Other]
Description	[Detailed description — enough to identify exactly what is being assigned]
Format / Medium	[Digital files — specify formats: .psd, .ai, .py, .mp4, etc.]
Repository / Storage Location	[Current location of the work — GitHub repo / Cloud drive / Email]
Version / Stage	[Final version / Ongoing development — include all versions to date]

IMPORTANT NOTE

CONTRACTOR COPYRIGHT WARNING: Under Indian law, copyright in a work created by a contractor does NOT automatically vest in the commissioning company — unlike work created by an employee. This deed is mandatory for ALL contractor-created works. An undocumented contractor copyright gap discovered during investor due diligence is one of the most common deal-complicating issues for Indian startups. Conduct a copyright gap audit annually. Template only — not legal advice.

CONTRACTOR COPYRIGHT — ADDITIONAL LEGAL CONTEXT

ADDITIONAL GUIDANCE ON CONTRACTOR COPYRIGHT AND CREATIVE WORKS IP. The relationship between copyright ownership and contractor work is one of the most frequently misunderstood aspects of Indian IP law. Unlike in the United States where certain specially commissioned works can qualify as works for hire, Indian copyright law does not have a general work-for-hire doctrine for contractors. Section 17 of the Copyright Act 1957 vests ownership in the employer only for works made in the

course of employment — this requires an actual employment relationship. Independent contractors, consultants, freelancers, and agencies are not employees, so works they create belong to them by default regardless of the commissioning arrangement, the payment made, or the purpose for which the work was commissioned. This rule applies to all categories of creative work: software source code written by a freelance developer; logo and brand identity created by a design agency; website and UI/UX created

by a design contractor; marketing videos produced by a video production company; written content created by a content agency; and product photography commissioned from an independent photographer. The practical consequence for startups is significant: if your brand identity was created by a design agency without a written copyright assignment, the agency retains ownership of the logo. If your core software was built by a contractor without an assignment, the contractor owns the code. These gaps

are discovered during investor due diligence and in M&A; processes and can delay or reduce valuations significantly. The remediation process: identify every contractor engagement where creative or technical work was produced; check whether a written copyright assignment was obtained at the time; if not, contact the contractor and obtain a retrospective assignment. Most contractors will sign a retrospective assignment when asked professionally, particularly if the engagement ended on good terms. Some may request a small

additional payment for signing retrospectively — this is generally worth paying given the commercial importance of resolving the ownership question. For contractors who are no longer reachable or who refuse to sign, document the situation, assess the commercial significance of the unassigned work, and obtain a legal opinion. The annual IP audit should include a contractor IP assignment review as a standard component. For creative works, the moral rights dimension adds a layer of complexity.

Under Section 57 of the Copyright Act 1957, authors of original works have moral rights including the right of paternity (attribution) and the right of integrity (not to have the work distorted or mutilated in a way prejudicial to the author's honour or reputation). These rights cannot be waived by contract in many jurisdictions. In India, moral rights can be waived by the author. Obtain an explicit moral rights waiver in the Copyright Assignment Deed

for all artistic and literary works — this prevents future claims by the creator that the company's modification, adaptation, or use of the work violates their moral rights. Template only. Not legal advice. Consult a qualified IP advocate for all copyright-related decisions.

EXECUTION AND POST-ASSIGNMENT RECORD KEEPING

EXECUTION GUIDANCE AND POST-ASSIGNMENT OBLIGATIONS. On execution of the Copyright Assignment Deed: the assignor should deliver all source files, working files, raw assets, native format files, and any original physical materials to the assignee within 7 days. The assignee should provide written acknowledgement of receipt. Both parties should retain a signed original of the deed. For digital signature execution, use a platform compliant with the Information Technology Act 2000. The assignee should update its copyright

register to record the assignment, noting the work assigned, the assignor, the date of assignment, and the consideration paid. For works that are already registered at the Copyright Office, record the assignment by filing Form XII with the Copyright Office. For works not yet registered, consider whether to register the work in the assignee's name — this creates a public record of the assignment and provides prima facie evidence of ownership. The registration fee is

Rs. 500 per work for literary and artistic works. Retain the Copyright Assignment Deed permanently — there is no statute of limitations that would make the deed irrelevant over time. An assignment executed today may need to be produced as evidence in a dispute 20 years from now. Store the deed in the Company's IP document archive with backup copies in at least two secure locations. For assignments relating to works in progress, include a

clause requiring the assignor to execute a further and more specific assignment once the work is complete. An assignment of a work in progress is valid and effective but the post-completion further assurance clause ensures that the final complete work is also formally covered. Template only. Not legal advice. Consult a qualified IP advocate before use.