

Creative Works IP Policy (India)

Policy governing ownership, management, and compliance for all creative IP created by or for the Company

HOW TO USE THIS TEMPLATE

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| 1. | Applies to all employees, contractors, and freelancers creating content, designs, or code. |
| 2. | Employee-created works belong to the Company automatically under Section 17 of the Copyright Act 1957. |
| 3. | Contractor-created works require an explicit written assignment — follow up on every engagement. |
| 4. | Maintain a Digital Asset Library — version-controlled, access-controlled, with licence metadata. |
| 5. | Audit all creative assets annually for licence compliance — stock images, fonts, and music are high-risk. |

1. SCOPE AND DEFINITIONS

1.1 This Creative Works IP Policy governs all original creative output produced for or on behalf of the Company. **'Creative Works'** includes: software source code and scripts; graphic designs, logos, and illustrations; UI/UX designs and wireframes; photographs, videos, and audio content; written content (blog posts, marketing copy, scripts, training materials, product documentation); presentations and pitch decks; original databases and datasets; brand identity elements; and any other work in which copyright may subsist. The Policy applies to all employees, contractors, freelancers, interns, and any other person creating Creative Works for the Company.

2. OWNERSHIP

2.1 Employee Works. Under Section 17 of the Copyright Act 1957, Creative Works made by an employee in the course of their employment are owned by the Company as first owner. This applies regardless of whether the work was created at the office, at home, or on a personal device, provided it was created: (a) during working hours; (b) using Company tools, equipment, or resources; (c) in furtherance of employment duties; or (d) at the Company's direction. Employees have no personal ownership rights over works created in the course of employment.

2.2 Contractor Works. Creative Works created by independent contractors do NOT automatically belong to the Company. Every contractor engagement for Creative Work must include a signed Copyright Assignment Deed (see [copyright-assignment-deed-india.pdf](#)) executed before work commences. No contractor payment shall be released without a signed assignment. The IP Manager maintains a log of all contractor assignments.

2.3 Pre-existing Personal Works. Employees may maintain personal creative projects provided they: are created outside working hours; do not use Company resources; do not relate to the Company's business domain; and are disclosed to the manager if there is any possibility of overlap. Undisclosed personal projects that turn out to overlap with Company work can create IP disputes — when in doubt, disclose and clarify.

3. DIGITAL ASSET MANAGEMENT

3.1 All Company Creative Works must be stored in the approved Digital Asset Management (DAM) system: [Tool name — e.g. Brandfolder / Bynder / Google Drive / Notion]. Requirements: (a) all files stored in editable native format plus final output format; (b) version numbers clearly labelled (v1.0, v2.0, etc.); (c) metadata tagged: project name, creator, creation date, last modified date, licence status, and usage permissions; (d) access restricted to

authorised team members; and (e) regular backups maintained.

4. THIRD-PARTY CONTENT LICENCES

4.1 Stock Content. Before using any stock images, fonts, icons, music, video clips, or illustrations in Company materials, verify: (a) the licence covers commercial use; (b) the licence covers the specific use case (print, web, broadcast, merchandise); (c) the licence does not require attribution that would appear in the final work; and (d) the licence is documented in the asset's DAM metadata. Personal subscription licences (e.g. personal Unsplash, Envato, or Adobe Stock accounts) may NOT be used for Company commercial purposes — only Company-licensed subscriptions.

4.2 Fonts. Font licences are frequently violated. Each font has specific licences covering: desktop use (design software); web use (web embedding); app embedding; and broadcast / video use. Confirm the Company holds a licence covering each use case. Google Fonts (open licence) and Adobe Fonts (included in Adobe CC subscription) are generally safe for most commercial uses — verify individual font licence terms.

4.3 AI-Generated Content. Content generated by AI tools (images, text, video, audio) must be evaluated for: (a) the AI tool's terms of service regarding commercial use; (b) whether the AI tool's output may reproduce copyrighted training data; and (c) whether the AI-generated work can be copyright-protected in India (currently uncertain — human authorship is generally required). AI-generated content used in Company materials should be treated as unregistrable but commercially usable under licence from the AI provider, subject to their terms.

5. BRAND USAGE COMPLIANCE

5.1 All use of Company trademarks, logos, and brand elements must comply with the current Brand Style Guide. Creators must not: modify the logo; use unapproved colour variants; apply the logo to backgrounds that reduce legibility below the style guide minimum; or create new brand elements without Marketing approval. All new brand elements created by contractors must be accompanied by a copyright assignment covering the element.

6. ANNUAL CREATIVE IP AUDIT

Audit frequency	Annual — minimum
Audit scope	All contractor assignments on file; all stock content licences current; all font licences verified; DAM access controls reviewed
Audit owner	[Head of Design / IP Manager]
Last audit completed	[DD Month YYYY]
Next scheduled audit	[DD Month YYYY]

IMPORTANT NOTE

The three most common creative IP violations at Indian startups: (1) using stock images from free personal accounts for commercial purposes; (2) freelancer work without written copyright assignment; and (3) font licences that cover desktop design but not web embedding. All three are easily and cheaply fixed proactively — very expensive if discovered during investor due diligence or in an infringement claim. 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.