

Design and Creative Agency IP Agreement (India)

IP assignment for brand identity, product design, UI/UX, and marketing creative work

HOW TO USE THIS TEMPLATE

1. For commissioning a design agency or creative studio for brand, product, or UI/UX work.
2. All creative work commissioned specifically for you must be assigned in writing.
3. Agencies typically retain copyright unless assignment is explicitly documented.
4. Specify deliverable formats — original editable files are as important as finals.
5. Include a portfolio clause — decide whether the agency may show your work as a case study.

PARTIES

Client — Full Legal Name	[Client company full legal name and CIN]
Client — Address	[Address]
Design Agency / Studio	[Agency full legal name]
Agency Type	[Private Limited Company / LLP / Individual Designer / Freelance Studio]
Agency Address	[Address]
Nature of Work	[Brand identity / Product design / UI/UX / Packaging / Marketing collateral / Other]
Project Description	[Brief description of the design project]
Total Fee	Rs.[Amount] (exclusive / inclusive of GST)
Agreement Date	[DD Month YYYY]

1. DEFINITIONS

"Creative Deliverables" means all artwork, logos, brand marks, design files, illustrations, photographs, videos, motion graphics, UI components, wireframes, prototypes, and other creative outputs produced by the Agency specifically for the Client under this Agreement.

"Final Files" means the final production-ready versions of all Creative Deliverables, including all source files in editable native formats (e.g., AI, EPS, PSD, Sketch, Figma, InDesign, After Effects) and final export formats (PDF, PNG, JPG, SVG, MP4).

"Agency Tools and Methodologies" means the pre-existing design processes, workflows, templates, stock assets (properly licensed), and technical tools owned or licensed by the Agency and used in creating the Creative Deliverables.

"Confidential Information" means all business strategies, product plans, financial information, and other non-public information of the Client disclosed to the Agency for the purpose of the project.

2. CREATIVE SERVICES

2.1 Scope of Work. The Agency shall provide design services and create the Creative Deliverables described in Schedule 1 in accordance with the brief, specifications, and timeline specified therein.

2.2 Revision Rounds. The Agency shall provide [X] rounds of revisions per deliverable at no additional charge. Additional revisions beyond this limit shall be charged at the Agency's hourly rate of Rs.[X].

2.3 Brand Guidelines. All design work shall comply with any existing brand guidelines provided by the Client. If no guidelines exist, the Agency shall present a style direction for Client approval before proceeding.

3. INTELLECTUAL PROPERTY ASSIGNMENT

3.1 Full Assignment of Creative Deliverables. On receipt of full payment, the Agency assigns to the Client all right, title, and interest in and to all Intellectual Property Rights in the Creative Deliverables, including all copyright, design rights, and related rights, worldwide and in perpetuity. This assignment covers all drafts, versions, and source files, not just the final approved versions.

3.2 Moral Rights Waiver. The Agency and all individual designers who worked on the project irrevocably waive all moral rights in the Creative Deliverables under Section 57 of the Copyright Act 1957, in favour of the Client.

3.3 Agency Tools Licence. Pre-existing Agency Tools used in creating the Deliverables remain the Agency's property. The Agency grants the Client a perpetual, royalty-free licence to use Agency Tools as incorporated in the Final Files.

3.4 Third-Party Assets. If the Agency uses any licensed stock photography, illustrations, fonts, or other third-party assets in the Creative Deliverables, the Agency shall: (a) disclose all such assets; (b) provide proof of licence covering the Client's intended commercial use; and (c) not use any assets that require individual attribution unless separately approved by the Client.

3.5 Delivery of Final Files. On final approval and payment, the Agency shall deliver all Final Files to the Client within [7] business days, including: all source files in editable formats; all fonts used (or font licence details); all linked images and assets; colour codes, typography specs, and brand guidelines (if created); and an asset inventory listing all delivered files.

4. CONFIDENTIALITY AND PORTFOLIO RIGHTS

4.1 Confidentiality. The Agency shall treat all Client business information, brand strategy, product plans, and any unreleased designs as strictly confidential during and for [2] years after this engagement.

4.2 Portfolio Usage. The Agency [may / may not] showcase the Creative Deliverables in its portfolio, case studies, or awards submissions, subject to: (a) the Client's prior written approval for each use; (b) the Client's product/brand having been publicly launched; and (c) no disclosure of Confidential Information in such showcasing.

4.3 Social Media Attribution. The Agency [may / may not] post samples of the work on its social media accounts after the Client's public launch, with appropriate credit to the Client's brand.

5. PAYMENT SCHEDULE

Deposit on Signing	[50]% = Rs.[Amount] — payable before work commences
On Presentation of Concepts	[25]% = Rs.[Amount]
On Final Delivery and Approval	Remaining [25]% = Rs.[Amount]
Late Payment Interest	[2]% per month compounding
GST	[GST @ 18%] applicable on all amounts — total Rs.[X] including GST

5.1 IP Transfers on Full Payment Only. The IP assignment in Clause 3.1 is conditional on the Client making full payment. Until full payment is received, the Agency retains all IP rights in the Creative Deliverables. The Client shall not use, publish, or commercially exploit any deliverable until full payment is made.

6. WARRANTIES AND INDEMNIFICATION

6.1 The Agency warrants that: (a) the Creative Deliverables are original and will not infringe any third-party IP rights; (b) all third-party assets are properly licensed; (c) no stock or licensed element requires individual attribution that was not disclosed; (d) the Agency has full authority to assign the IP; and (e) all designers who contributed to the work have agreed to the assignment and moral rights waiver.

6.2 The Agency shall indemnify the Client against all claims arising from any breach of these warranties, including IP infringement claims by third parties relating to the Creative Deliverables.

7. GENERAL PROVISIONS

7.1 Governing Law. Governed by the Copyright Act 1957 and Indian Contract Act 1872. Disputes by arbitration in [City].

7.2 Independent Contractor. The Agency is an independent contractor. This Agreement does not create an employment or agency relationship.

7.3 GST Compliance. The Agency shall provide GST-compliant invoices and is responsible for its own GST filings.

7.4 Entire Agreement. This Agreement and Schedule 1 constitute the complete agreement.

7.5 Stamp Duty. Execute on non-judicial stamp paper.

EXECUTION

CLIENT	DESIGN AGENCY / STUDIO
[Full Legal Name]	[Full Legal Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

IMPORTANT NOTE

NEVER use a logo, brand mark, or creative work commercially without obtaining the Final Files and confirming the IP assignment is complete and full payment has been made. Without Final Files (editable source formats), you are dependent on the agency for future modifications. Template only — not legal advice.

CREATIVE BRIEF, DESIGN PROCESS, AND QUALITY STANDARDS

8.1 Client Brief and Scope Management. The Client shall provide the Agency with a detailed written brief before work commences, covering: brand positioning, target audience, visual references, and mandatory inclusions. Any changes to the brief after work has commenced shall be documented in a written change request, and the Agency shall provide a revised timeline and additional cost estimate within [5] business days. Scope creep — additions to the project without additional compensation — shall not be assumed from verbal conversations; all scope changes require written sign-off.

8.2 Design Presentation and Feedback Process. The Agency shall present concepts in [X] rounds, with each round presenting [2/3] distinct creative directions for Client feedback. Client feedback shall be provided in writing within [5] business days of each presentation; verbal-only feedback shall not be acted upon until confirmed in writing. The Agency shall consolidate all feedback from each round before proceeding. Feedback that contradicts the original brief shall be treated as a brief change under Clause 8.1.

8.3 Accessibility and Inclusive Design. Where designs are intended for digital public-facing applications, the Agency shall consider accessibility guidelines (WCAG 2.1 AA standards) in the design of user interfaces, including: sufficient colour contrast ratios for text; legibility at various screen sizes; and avoidance of design patterns that rely solely on colour to convey meaning. Accessibility compliance is advisory unless specifically required in Schedule 1.

8.4 Font Licensing for Commercial Use. All fonts used in the Creative Deliverables must be licensed for the Client's intended commercial use. The Agency shall provide, along with the Final Files: (a) the names of all fonts used; (b) the source of each font; (c) the licence type (e.g., SIL OFL, commercial desktop licence, web font licence); and (d) confirmation that the licence covers the Client's intended use including print, digital, and screen display. The Agency shall not use fonts that are only licensed for personal or trial use in commercial deliverables.

8.5 Brand Guidelines Deliverable. If brand guidelines are part of the scope, the Agency shall deliver a comprehensive brand guidelines document covering: logo usage (minimum size, clear space, colour variations, incorrect usage); primary and secondary colour palette with CMYK, RGB, Hex, and Pantone references; typography hierarchy (primary, secondary, and body fonts with size scales); imagery style guidelines; and application examples across at least three media types (digital, print, and social). Brand guidelines shall be delivered as an editable document and a locked PDF.