

Black print = the original form contract

Blue print = filled out example

Red print = comments and explanations

WORK FOR HIRE AGREEMENT

Between Pope Julius II (the Hiring Party)
and Michelangelo (the Contractor)

The law is quite specific on what constitutes a “work-made-for-hire.” Just because someone pays for it, doesn’t necessarily make it a work-for-hire.



This document confirms that a copyrightable work of intellectual property commissioned by Hiring Party is a “work–made–for–hire” as specified under §101 of the 1976 Copyright Act of the United States.

Description of the commissioned work for hire:

This agreement must be signed BEFORE the creation of the work, otherwise it’s not a work-for-hire.

Painted murals and frescos to cover the ceiling of the Sistine Chapel. Scenarios to include a series of nine pictures depicting the creation of the world, plus portraits of twelve Biblical prophets.



It is expressly understood by Contractor that their efforts are specially ordered and commissioned, that copyright in the commissioned work shall remain the property of Hiring Party, that all copyright forms will list Hiring Party as an author of a work–made–for–hire, and that Hiring Party has the sole and exclusive use of the commissioned work and any derivative works made therefrom. ← The author has no copyright or any §106 rights.

It is further understood that all materials, data, property, and other items used in the creation of this commissioned work remain the property of Hiring Party, and that Hiring Party retains all rights in these materials, and that Contractor may use these materials only for the creation of the commissioned work.

This is because the author has no copyright in the work at all, even the rough drafts.



Any unauthorized copying or other use of these materials or the commissioned work by anyone other than Contractor for this specific commission will be considered an infringement of Hiring Party’s copyright.

In the event that the commissioned work is not considered a work–made–for–hire, then it shall be deemed that Contractor has assigned to Hiring Party any and all existing copyrights therein throughout the United States and the world, and any and all rights of every kind, nature or description



This is a safety clause. If a judge does not consider this contract to be a work-for-hire agreement, then it converts into an Assignment of Copyright Agreement.

attaching to or which may attach to said work and/or embraced by or included in the copyright and any renewal and/or extension thereof, and any actions that may accrue from the date of creation thereof; in the United States and the world.

Thus agreed and signed this 31st day of September, 2017.

Julius

Hiring Party

name Pope Julius II
address Bishop of Rome
The Vatican, Italy

Michelangelo

Contractor

name Michelangelo di
address Ludovico
Buonarroti Simoni
Tuscany, Italy

NOTES:

This Work-for-Hire Agreement is usually part of a longer contract covering such issues as payment, deadlines, delivery and approval of the final work.

Yes, that's Michelangelo's real signature.

More information on copyright is available at www.buzzgig.com

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