

INDEPENDENT CONTRACTOR IP ASSIGNMENT

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INSTRUCTIONS FOR USE

This is a general-purpose intellectual property assignment form for independent contractors. Fill in the bracketed fields with your specific information. Delete any sections that do not apply. This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney for high-value IP transfers, patent-eligible inventions, or cross-border engagements.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective Date: [DATE]

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of the Effective Date by and between:

Assignor (Contractor):

- Name: [FULL LEGAL NAME OF CONTRACTOR]
- Entity Type: [Individual / Sole Proprietor / LLC / Corporation]
- Address: [STREET ADDRESS, CITY, STATE, ZIP CODE]

Assignee (Company):

- Name: [FULL LEGAL NAME OF COMPANY]
- Entity Type: [Corporation / LLC / Partnership]
- State of Formation: [STATE]
- Address: [STREET ADDRESS, CITY, STATE, ZIP CODE]

(Collectively referred to as the "Parties" and individually as a "Party.")

This Agreement relates to the following engagement: [DESCRIBE THE PROJECT, MASTER SERVICES AGREEMENT, OR STATEMENT OF WORK — e.g., "the website design and front-end development work performed under SOW #2026-014 dated [DATE]"].

1. DEFINITIONS

For purposes of this Agreement:

(a) "Work Product" means all materials, works, inventions, ideas, processes, methods, designs, drawings, code, documentation, deliverables, and any other tangible or intangible items created, conceived, reduced to practice, or developed by the Contractor, alone or jointly with others, in the course of or as a result of the Contractor's engagement with the Company, including any modifications, derivatives, or improvements thereof.

(b) "Intellectual Property Rights" means any and all worldwide intellectual property rights of any kind, including but not limited to:

- Copyrights and rights in original works of authorship;

- Patents, patent applications, and rights in inventions;
- Trademarks, service marks, trade names, trade dress, and the associated goodwill;
- Trade secrets and rights in confidential information;
- Database rights;
- Mask works;
- Rights of publicity and privacy (where transferable);
- Moral rights (to the extent waivable under applicable law);
- All other proprietary rights recognized by any jurisdiction.

(c) "Pre-Existing IP" means any Intellectual Property Rights owned or licensed by the Contractor prior to the commencement of the engagement, and which the Contractor is bringing to the engagement, as listed in Schedule A.

2. WORK-MADE-FOR-HIRE

To the maximum extent permitted by applicable law, all Work Product is deemed a "work made for hire" under the United States Copyright Act (17 U.S.C. § 101), and the Company shall be considered the author and exclusive owner of all rights in the Work Product from the moment of creation.

3. ASSIGNMENT OF RIGHTS

To the extent any Work Product does not qualify as a work made for hire (whether under U.S. copyright law or otherwise), the Contractor hereby irrevocably assigns, transfers, and conveys to the Company, exclusively and worldwide, all right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including:

- (a) All rights to reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Work Product;
- (b) All rights to file, prosecute, maintain, and defend patents, copyrights, trademarks, and other registrations covering the Work Product;
- (c) All rights to license, sell, transfer, or otherwise dispose of the Work Product;
- (d) All rights to recover damages for past, present, and future infringement of the Work Product.

This assignment is effective immediately upon creation of the Work Product, without further action required, and includes all rights worldwide and in perpetuity (or the maximum duration permitted by applicable law).

4. PRE-EXISTING IP CARVE-OUT

(a) Contractor's Reservation of Rights: The Contractor retains all rights in and to the Pre-Existing IP listed in Schedule A. The Contractor represents that, except for the Pre-Existing IP, the Contractor will not incorporate any third-party intellectual property into the Work Product without the Company's prior written consent.

(b) License to Company: To the extent any Pre-Existing IP is incorporated into the Work Product or is necessary for the Company to fully exploit the Work Product, the Contractor

hereby grants the Company a perpetual, worldwide, royalty-free, irrevocable, sublicensable, transferable, non-exclusive license to use, reproduce, modify, distribute, and create derivative works from the Pre-Existing IP solely as embodied in or necessary for the Work Product.

(c) Schedule A: If no Schedule A is attached or no Pre-Existing IP is listed, the Contractor represents that no Pre-Existing IP is being incorporated into the Work Product.

5. COOPERATION AND FURTHER ASSURANCES

(a) The Contractor agrees to execute any additional documents, declarations, assignments, or applications that the Company may reasonably require to perfect, register, maintain, or enforce the Company's rights in the Work Product, including:

- Patent applications (U.S. and foreign), inventor declarations, and oaths;
- Copyright registration applications and supporting documents;
- Trademark applications, declarations of use, and statements of incontestability;
- Any documents required by the U.S. Patent and Trademark Office, U.S. Copyright Office, or any foreign equivalent.

(b) If the Contractor is unable or unwilling to execute any such document despite the Company's reasonable request, the Contractor hereby appoints the Company (and its duly authorized officers and agents) as the Contractor's attorney-in-fact to act for and on behalf of the Contractor to execute and file such document. This power of attorney is coupled with an interest and is irrevocable.

(c) The Company shall reimburse the Contractor for any reasonable out-of-pocket expenses incurred in connection with such cooperation, but no additional compensation shall be owed for the Contractor's time except as may be agreed in writing.

6. MORAL RIGHTS WAIVER

To the maximum extent permitted by applicable law, the Contractor hereby irrevocably waives and agrees not to assert any "moral rights" (including rights of attribution and integrity, droit moral, or similar rights) in the Work Product. In jurisdictions where moral rights cannot be waived, the Contractor agrees not to exercise such rights in a manner that would interfere with the Company's exploitation of the Work Product.

7. CONFIDENTIALITY

(a) The Contractor acknowledges that, in the course of the engagement, the Contractor may have access to confidential information of the Company, including but not limited to business plans, customer lists, technical specifications, source code, trade secrets, and proprietary methods (collectively, "Confidential Information").

(b) The Contractor agrees to:

- Hold all Confidential Information in strict confidence;
- Not disclose Confidential Information to any third party without the Company's prior written consent;

- Use Confidential Information solely for the purpose of performing the engagement;
- Return or destroy all Confidential Information (including any copies) upon completion of the engagement or upon the Company's request.

(c) These confidentiality obligations survive termination of this Agreement and the engagement, and continue for as long as the Confidential Information remains confidential.

8. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Company that:

- (a) The Contractor has the full right, power, and authority to enter into this Agreement and to assign the Work Product as provided herein;
- (b) The Work Product is and shall be original to the Contractor (except for Pre-Existing IP and any third-party materials disclosed to and approved by the Company in writing);
- (c) The Work Product does not and shall not infringe, misappropriate, or violate any third-party rights, including any intellectual property rights, rights of publicity, rights of privacy, or contractual rights;
- (d) No third party has any claim of right, title, or interest in the Work Product that would conflict with this assignment;
- (e) The Contractor has not granted, and will not grant during the term of the engagement, any license or other right to the Work Product to any third party;
- (f) The Contractor is not subject to any agreement (including any employment agreement or prior contractor agreement) that would conflict with this Agreement.

9. CONSIDERATION

The Contractor acknowledges that the compensation paid by the Company for the engagement (as set forth in any underlying contractor agreement, statement of work, or invoice) constitutes adequate and sufficient consideration for the assignment of the Work Product and the obligations set forth in this Agreement, and that no additional compensation is owed for such assignment.

If this Agreement is executed separately from the underlying engagement (for example, to clarify ownership of work already delivered), the Company shall provide additional consideration of \$[AMOUNT], the receipt and sufficiency of which the Contractor acknowledges.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- (a) Any breach by the Contractor of the representations and warranties in Section 8;

(b) Any claim that the Work Product infringes any third-party intellectual property rights (except as disclosed in writing and approved by the Company before incorporation into the Work Product);

(c) Any breach of confidentiality by the Contractor under Section 7.

11. NO EMPLOYMENT RELATIONSHIP

This Agreement does not create an employer-employee relationship between the Company and the Contractor. The Contractor is and remains an independent contractor and is responsible for all taxes, insurance, benefits, and other obligations associated with their status as an independent contractor.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-law principles. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in [COUNTY/CITY], [STATE], and the Parties consent to personal jurisdiction in those courts.

California Notice: If the Contractor is a California resident, this Agreement does not apply to any invention that qualifies fully under California Labor Code § 2870 (inventions developed entirely on the Contractor's own time, without using the Company's equipment, supplies, facilities, or trade secret information, and that do not relate to the Company's business or anticipated research, and that do not result from work performed for the Company).

13. MISCELLANEOUS

(a) Entire Agreement: This Agreement, together with any underlying contractor agreement or statement of work, constitutes the entire agreement between the Parties concerning the assignment of the Work Product and supersedes all prior agreements, discussions, and understandings on this subject.

(b) Amendments: No modification of this Agreement shall be valid unless in writing and signed by both Parties.

(c) Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

(d) Assignment: The Company may assign this Agreement to any successor or affiliate without the Contractor's consent. The Contractor may not assign this Agreement without the Company's prior written consent.

(e) No Waiver: Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.

(f) Counterparts: This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

(g) Survival: Sections 1–8, 10, and 12 shall survive termination of this Agreement or completion of the engagement.

SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Assignor (Contractor):

Signature: _____

Printed Name: [FULL LEGAL NAME]

Title: [TITLE, if applicable]

Date: _____

Assignee (Company):

Signature: _____

Printed Name: [FULL LEGAL NAME]

Title: [TITLE OF AUTHORIZED REPRESENTATIVE]

Date: _____

SCHEDULE A — PRE-EXISTING INTELLECTUAL PROPERTY

The Contractor identifies the following Pre-Existing IP, which is excluded from the assignment in Section 3 (subject to the license to the Company in Section 4):

1. [DESCRIBE PRE-EXISTING WORK, TOOL, OR LIBRARY]

- Type: [Copyright / Patent / Trade Secret / Trademark]
- Date Created: [DATE]
- Description: [BRIEF DESCRIPTION]

2. [DESCRIBE PRE-EXISTING WORK]

- Type: [...]
- Date Created: [...]
- Description: [...]

(If no Pre-Existing IP is listed, the Contractor confirms that no Pre-Existing IP is being incorporated into the Work Product.)

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