IP Assignment Agreement for Contractor Code

Template, not legal advice. Have a lawyer in your country review it before you sign. Fill in every [BRACKET], tick Option A or B in section 2, and delete the notes in *italics*.

The basics

	Client	Contractor
Name (company or individual)		
Address		
Email for notices		

Main contract:

Project:

NDA:

Start date:

Law and courts: the law of ; the courts of

The terms

1. What this covers. "**Work**" means everything the Contractor or its team creates for the Client on the Project: source code, tests, scripts, configuration, infrastructure code, database schemas, documentation, designs and changes to the Client's own material. It does not include the Contractor's own tools listed in Schedule 1, or open-source software.

2. The Client owns the Work. The Contractor **hereby assigns** to the Client all rights in the Work, including copyright and all other intellectual property, worldwide. *Tick one option:*

- ☐ **Option A, on creation:** ownership passes as each piece of Work is created.
- ☐ **Option B, on payment:** ownership of each piece passes when the Client pays for it. Until then, the Client may use, copy and change it for the Project.

To the extent anything can't be transferred today, the Contractor agrees to transfer it as soon as it can. The Contractor delivers the Work, including source code in the Client's repositories, as it goes and on request.

Why "hereby assigns": it transfers ownership now. "Will assign" or "agrees to assign" is only a promise to transfer later.

3. The Contractor's team. Before anyone works on the Project, the Contractor makes sure each person (employee, freelancer or subcontractor) has signed a written agreement giving their rights in the Work to the Contractor or directly to the Client. The Contractor shows those agreements to the Client on request.

4. The Contractor's own tools. The Contractor keeps ownership of tools, libraries and code it had before the Project, or builds outside it without the Client's information, if they are listed in Schedule 1. If any of them end up in the Work, the Client gets a permanent, free, worldwide licence to use, copy, change and distribute them as part of the Work, and to let its own contractors and customers do the same. Anything not listed in Schedule 1 needs the Client's written approval before it goes in.

5. Open-source software. The Contractor lists every open-source component in the Work, with its version and licence, in Schedule 2 (a software bill of materials export is fine). It needs the Client's written approval (email

is enough) before using any component under a "copyleft" licence, such as GPL, LGPL or AGPL, that could require the Client to publish its own code. It follows every open-source licence and keeps the required notices.

6. AI tools. The Contractor uses only AI tools the Client has approved (including any listed in the NDA), on plans where the provider does not train on the Client's code. A person on the Contractor's team reviews and tests all AI-assisted Work before delivering it. Section 2 covers AI-assisted Work too: the Contractor transfers whatever rights exist in it. The Contractor does not promise that every AI-generated line is protected by copyright.

In the US, purely AI-generated material is not protected by copyright; the human contributions are. That is why this section transfers "whatever rights exist".

7. Credit and changes. As far as the law allows, the Contractor and its team give up any right to be named as author of the Work or to object to changes to it (often called "moral rights"). Where those rights can't be given up, they agree not to use them against the Client.

8. Paperwork later. During the Project and after it, the Contractor signs any document the Client reasonably needs to record or defend its ownership, at the Client's cost. If the Contractor doesn't sign within 10 business days of a written request, the Client may sign that specific document in the Contractor's name.

Some countries have extra signing rules for this kind of authority. Ask your lawyer.

9. Promises by the Contractor. The Contractor promises that:

(a) the Work is original to it and its team, apart from what is listed in Schedules 1 and 2 and AI-assisted work under section 6;

(b) as far as it knows, the Work does not infringe anyone else's rights;

(c) it has not given rights in the Work to anyone else, and no other agreement stops it from signing this one; and

(d) its team has signed the agreements required by section 3.

10. US only: work made for hire. *Keep this if US law may apply; otherwise delete it.* The Client's ownership comes from the transfer in section 2. If any Work also counts as a "work made for hire" under US law, it belongs to the Client on that basis too.

Software written by a contractor is usually not a "work made for hire" under US law, so a "work for hire" label alone does not give you the code. Section 2 does.

11. The rest. Confidentiality of the Work is covered by the NDA (or, if there is none, the main contract). If this agreement and the main contract disagree about ownership, this agreement wins. It continues after the Project ends. The Client may transfer this agreement; the Contractor needs the Client's written consent. If one part is unenforceable, the rest still stands. Changes must be in writing and signed by both parties. It can be signed electronically and in separate copies. The Contractor's payment for the transfer is the fees under the main contract.

Schedule 1: the Contractor's own tools

Item	What it is	Owner	How it's used in the Work

Schedule 2: open-source components

Component	Version	Licence	Copyleft? Approved on	How it's used

Signatures

	Client	Contractor
Signature		
Name and title		
Date		

Sections 2, 4 and 5 are based on section 2 of the Common Paper Professional Services Agreement v1.1 (commonpaper.com/standards/professional-services-agreement/1.1), CC BY 4.0 (creativecommons.org/licenses/by/4.0). Rewritten in plain English and changed by yousource, including "hereby assigns", the team, AI tools, moral rights and paperwork sections. Common Paper does not endorse this document. You may use, change and share this template in any way, including commercially; just keep this credit line. yousource template v2, November 2026.