



Joint Authorship Agreement Template

At Zala Law, we want you to exercise the best practices for doing business and protecting your intellectual property. Once you square away your joint authorship agreement, you can renew focus on what matters most—bringing your work to life!

Why Joint Authorship Agreements Are Essential

Whenever you enter into a business partnership, it's ideal to have a joint authorship or partnership agreement. Without one, you expose yourself to potentially costly legal disputes over ownership and revenue sharing. In addition, there are protections in partnership agreements (like indemnification and dispute resolution clauses) that can save your hide in the event of a disagreement.

How to Use This Agreement Template

This is designed as an editable template and there are some places where you'll need to add or delete text. We have bolded text and in some cases clauses to indicate places that will require your attention. You can copy this into your own word processor and edit it from there. Add your own text or delete text as you see fit. Be sure to review and sign copies with all members (which can be done digitally). If there is serious risk or money involved, we'd advise enlisting an attorney for help. It's better to be safe than sorry!



Please keep in mind that ***we are not your legal counsel and no attorney-client relationship is formed through use of this agreement. We bear no responsibility for any issues that may arise from disputes from use of this template.*** Every agreement is different and involves different parties and interests. This template is a helpful tool, but each agreement should be tailored to its unique circumstances. As the value of the agreement increases, you should weigh the benefit of using a skilled attorney to help protect your interests. If you need help, schedule a consultation at www.zalapl.com.

Joint Authorship Agreement for [Work Title]

1. Agreement Overview

This Joint Authorship Agreement (the "Agreement") is made and entered into by and between the following parties (the "Authors") for the collaborative creation of *[title & brief description]* (e.g. "Unclaimed Freight", a scripted docuseries), hereinafter referred to as the "Work".

Author 1: *[Name, Address, Contact Information, Birthdate]*

Author 2: *[Name, Address, Contact Information, Birthdate]*

This Agreement outlines the terms and conditions regarding the Work's ownership, rights, and distributions and shall be construed as reflecting the intent of the Author signatories.

2. Project Description

The Work is a *[provide a sufficient identifying description of the project]*. (e.g. a scripted docuseries containing 10 initial episodes wherein the host unveils the contents of various abandoned and unidentified property)

[Optional: This agreement [shall / shall not] include any future iterations or derivative works created by any of the Authors and based on similar elements, themes, and narratives as the Work herein stated. Any such future works [shall / shall not] be governed by the same terms and conditions of this Agreement]

3. Authorship Roles & Responsibilities

Each Author accepts and maintains the following role(s) and responsibilities to ensure the progress and completion of the Work:

Author 1's Roles & Responsibilities: *[List role descriptions and specific responsibilities]*

Author 2's Roles & Responsibilities: *[List role descriptions and specific responsibilities]*

4. Copyright & IP Ownership

Authors agree that they **[shall / shall not]** jointly own the copyrights to the Work.

[If yes] Each Author shall enjoy an equal, undivided interest in the Work meaning each Author has equal rights to copy, distribute, or license the work without the express consent of the other Authors, with exceptions for industry or trade practices. and so long as all other Authors are properly compensated.

[If no] Copyright ownership in the work shall vest in *[particular Author(s) or Entity]* and at the following percentages *[insert percentages by Author 1, Author 2, etc]*. Decisions on the right to copy, distribute, license, transfer, assign, or otherwise convey the Work shall vest in the following individuals *[list applicable individuals]*.

Any other intellectual property vested in the work, including trademarks, patents, publicity, and design rights shall vest in the following individuals: ***[list specific IP & applicable Authors]***.

5. Credit and Attribution

Irrespective of ownership or contribution share, the Authors agree that all formal credit as related to the Work shall be listed and presented as such:

Author 1's Credit: [Specify how credit should appear]

Author 2's Credit: [Specify how credit should appear]

6. Decision-Making Authority

Creative and productions decisions regarding the Work shall be vested in the following Authors and made in the following manner. Decisions shall be divided into those requiring joint approval and decisions determined by a select individuals or 3rd parties.

[Creative, non-production, and/or musical] decisions shall be joint-approval decisions and determined by a [majority/percentage] of the following individuals: [list relevant Authors]

[Financial, post-production, and/or editing] decisions shall be non-joint approval decisions requiring only the [unanimous] approval of the following Author(s) and/or 3rd parties: [list applicable persons]

7. Revenue and Royalties

Any revenues and royalties generated from exploitation of the Work shall be divided as follows. These revenues and royalties shall include income from all sources related to the Work, such as sales, licensing fees, and royalties. Any non-listed income streams shall be presumed to be included unless otherwise agreed upon.

Author 1: [Percentage of Total or Other Compensation Structure]

Author 2: [Percentage of Total or Other Compensation Structure]

8. Modifications and Derivative Works

Any modifications, significant edits, derivative works, or adaptations to the Work after its initial completion shall require the approval of the following parties, ***[list applicable Authors]*** and must be agreed upon signed and in writing.

9. Confidentiality

The Authors agree to maintain any necessary confidentiality in the Work until the work is publicly released or all Authors consent to disclosure. All Authors agree to protect the Work's integrity and prevent any unauthorized sharing. Failure to do so shall be considered a breach of this agreement and result in the forfeiture of all ownership and revenue rights

10. Successors and Assigns

All rights under this Agreement shall be transferrable to each Author's respective heirs or assigns.

11. Independent Contractor Relationship

At no point shall any Author be considered the employee of the other and no employment relationship shall be inferred unless explicitly stated in a separate agreement. Each Author shall be considered an independent contractor with relation to the Work and is responsible for their owns accounting, benefits, and compliance.

12. Indemnification

Each Author agrees to indemnify all other Authors for any losses or claims arising from the willful or gross negligence of any Author with respect to any 3rd parties.

13. Entire Agreement

This Agreement shall be construed to include all the terms and conditions related to the joint authorship of the Work. No written or oral agreements made between the Authors outside of this Agreement shall be deemed valid or enforceable. All amendments or addendums to this Agreement will require the unanimous consent of all signatories and should be memorialized in a separate signed, written agreement.

14. Severability

If any part of this Agreement shall be ruled invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable and it shall be as if the invalid or unenforceable sections did not exist.

15. Dispute Resolution

In the event of an irresolvable dispute regarding the terms or execution of this Agreement, the Authors agree to make efforts to resolve the matter through mediation or arbitration before pursuing legal action. Mediation or arbitration shall be conducted by a neutral, disinterested third party, determined by unanimous consent of the disputing Authors and with costs split equally between those Authors.

16. Governing Law

This Agreement shall be governed by the laws of *[specify jurisdiction - country, state, and/or county]*. All legal matters arising under this Agreement will be handled in accordance with the state or jurisdiction specified.

17. [Optional] Non-Compete Clause

Each signatory Author agrees not to create or engage in competing works that could affect the success of the Work for the following period of time *[specify time and other restrictions]* unless having received unanimous consent from the other signatory Authors.

18. Signature Section

Each party acknowledges that by signing below they have read and understood the terms and conditions set forth in the Agreement and acknowledge their right to the review of this Agreement by independent counsel:

Author 1

[Signature]

[Printed Name]

[Date of Signature]

Author 2

[Signature]

[Printed Name]

[Date of Signature]