



## Can you copyright your manuscript, photos and illustrations on one copyright registration?

CopyrightTips from experts\* at [CopyrightsNow.com](https://CopyrightsNow.com)

Question: You finished your manuscript and hire an illustrator or photographer to create illustrations/photos for your book. So, who owns the work product? And how do you copyright your book?

*The answer depends on who has 'ownership' of each creative element (i.e., illustrations, photos, etc.) and whether ownership gets transferred to you or stays with the original creator.*

*You may be thinking that using some photos or illustrations are 'No Big Deal'... but if your book is a 'winner' and earns lots of money... that's when the 'wolves will come after you'... and may demand royalties or a license or even sue you for copyright infringement and money damages for using their work!*

*So, it is always best to be pro-active and have a written understanding of who owns the 'rights' to each element you use with a written document to avoid future legal entanglements!*

*There are two basic situations in using another's work:*

- (1) You use the work with permission (but don't own copyrights)*
- (2) You own the all 'rights' to the work under a 'Work-for-Hire' agreement and own the copyrights*

Each situation requires different procedures to properly define intellectual property ownership and for filing your copyright registration to protect your work as a whole.

Making a mistake can invalidate your copyright protection and expose you to legal liabilities. ([Learn more](#))

Copyrights can be very confusing – especially if you have elements in your book that are created or contributed by others: such as illustrators or photographers or licensed stock-art.

If you create all elements in your book yourself (i.e., story, illustrations, art and/or photos) then you own all ‘rights’ to these elements. And if they are packaged as one Work, then you can copyright protect all these elements on one copyright registration.

However, if you only create the story (i.e., text) and some elements – and used illustrations, art and/or photos or stock-art in the book or book cover or sleeve *from other sources* –*then* then you can’t claim copyrights on those other contributions unless those ‘rights’ were assigned or transferred to you under a ‘*Work-for-Hire*’ or *other written agreement*\*

### Situation (1) – You use work created by another entity with permission

You can use content created by others as part of your book if you have permission or a license (in writing) from the creator or stock-art house and you *exclude* claiming copyrights to those contributions.

Since some illustrations and/or photos included in your book were created by other *entities* (i.e., *illustrator, artist, photographer, or stock-art*) then you need to limit your copyright registration by excluding these other contributions as ‘Pre-Existing 3<sup>rd</sup> Party Material’ (see Fig 1). *Note:* The contractor who created the work does not get listed on the registration – only the type of work.

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Next >

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Copy Y  
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### Limitation for Pre-Existing Material

If your work includes any 'Pre-existing 3rd Party Material', **you cannot claim copyright on that material** even if you have permission and/or a license. Check 'Yes' and list type of material below:

Pre-existing material? ☒ Yes ☐ No

Check 'Yes' if you used any material which you did not create yourself including stock art, other licensed material and public domain/fair use material.

Description List 'Type' of material (i.e., Text, Art, Audio, etc.) *Not a list of all 3rd party material!*

Describe type of pre-existing 3rd party material you used.

Illustrations, Photos


Add'l Notes  
Indicate other notes regarding content used / created

Fig 1: Sample screenshot showing ‘Limitation for Pre-Existing Material’ for contributions not covered under ‘Work-for-Hire’ Agreement

## Situation (2) - You own the rights to the work created by another entity (individual or company)

Copyright ownership of a creative work automatically rests with the person or entity who creates the work, unless there is a written agreement such as a 'Work-for-Hire' or Assignment Agreement which transfers 'rights' to you.

Accordingly, you could use a 'Work-for-Hire' Agreement which defines the relationship between the parties and the work created under the agreement; and transfers of ownership of all rights to you (as the Client). In this case you actually list yourself as the 'Author' of the work for copyright purposes.

WORK FOR HIRE AGREEMENT	
This <b>WORK FOR HIRE AGREEMENT</b> (the " <b>Agreement</b> ") is made this <u>25</u> day of <u>Sept</u> , 2023 (the " <b>Effective Date</b> "), by and between Client, an entity organized under the laws of the state of <u>Michigan</u> having an office at <u>123 Main Street, Your City, MI 99999</u> (" <b>Client</b> ") and <u>Nancy Artist</u> (" <b>Independent Contractor</b> ").	
	We, the author / creator of the work <u>My Family Book</u> , hereinafter the Independent Contractor and the Client wish to enter into agreements to further protect our intellectual property rights and business interests;
	Now, in consideration of the foregoing, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Independent Contractor, the parties hereto, intending legally to be bound, hereby agree as follows:
	1. <u>Definitions</u> . Whenever used in this Agreement, unless the context clearly requires otherwise, the following words and phrases shall have the following meaning:
	a. "Client Materials" means any and all documents, drawings, records, hardware, software (including source, object and executable codes), computer files, databases, memoranda, papers, data, and other materials in any form and on any media, in any way relating to any of the information disclosed, generated or obtained pursuant to this Agreement (including, without limitation, any Confidential Information or Innovations) or as a result of the Independent Contractor's involvement with the Client.

(c) 2023 CopyrightsNow.com

*Fig 2: Excerpt from a Sample 'Work-for-Hire' Agreement  
(Note: Always have your own attorney review and customize your legal documents)*

## Examples of Copyright treatment for Illustrations and/or Photos created under a Work-for-Hire' Agreement

Under a 'Work-for-Hire' agreement, you treat contractor creative contributions (i.e., illustrations, photos, etc.) as your own - and list them as Author contribution.

*See sample screenshot using CopyrightsNow*

For Author Information include the Type of Contribution as Author Contribution (Fig 3):

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Author Information (Literary Work)

First Name Last Name OR Company

Sample Writer

Author Contribution ?

☒ Text

☒ Artwork

☒ Photographs

☐ Computer Program

☐ Other...

If 'Other' checked above enter description

Limited to 99 characters

What's this?

On a later screen 'Limitation for Pre-Existing Material' - you can enter 'Add'l Notes'

Fig 3: Sample screenshot of Author Contribution for 'Text', 'Art' and 'Photos'

Select 'Yes' or 'Work-for-Hire' (Note: the contractor who created the work is not listed on the registration (Fig 4).

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Author Information

First Name Last Name OR Company

Sample Writer

If a 'work-for-hire' agreement applies to this work from an employee or subcontractor, check 'Yes'

Work-for-Hire?\* ☒ Yes ☐ No ? \* If you are registering Author as an 'Organization' you must select 'Work-for-Hire'

If you would like to remain anonymous, check 'Yes' (default No)

Anonymous ☐ Yes ☒ No ?

If you would like to use a 'Pen name' (pseudonym), check 'Yes' and enter name here (default No)

Pseudonym ☐ Yes ☒ No Pen Name ?

If there is a co-author for this work, check 'Yes' (default No)

Co-Author? ☐ Yes ☒ No ?

Fig 4: Sample screenshot showing 'Work-for-Hire' selection

Under 'Limitation for Pre-Existing Material', select 'No' - unless there are other creative elements not covered by 'Work-for-Hire' agreements (Fig 5).

The screenshot shows the CopyrightsNow web application interface. At the top, there is a navigation bar with a home icon, the CopyrightsNow logo, a CopyrightsLock logo, a 'Log-off' button, a help icon, a back arrow, and a 'Next >' button. Below the navigation bar, the user's work is identified as 'BOW282-CF' and 'My Best Selling Novel'. There are status indicators for 'Copy' (Y) and 'Lock' (Y). The main section is titled 'Limitation for Pre-Existing Material'. It contains a paragraph explaining that if the work includes pre-existing 3rd party material, the user cannot claim copyright on that material. Below this, there is a question 'Pre-existing material?' with two radio button options: 'Yes' and 'No'. The 'No' option is selected. To the right of the radio buttons is a note: 'Check 'Yes' if you used any material which you did not create yourself including stock art, other licensed material and public domain/fair use material.' Below the radio buttons is a 'Description' field with a placeholder text 'Describe type of pre-existing 3rd party material you used.' and a label 'List 'Type' of material (i.e., Text, Art, Audio, etc.) Not a list of all 3rd party material!'. Below the description field is an 'Add'l Notes' field with a placeholder text 'Indicate other notes regarding content used / created'.

Fig 5: Sample screenshot showing 'Limitation for Pre-Existing Material' for contributions covered under 'Work-for-Hire' Agreement

Using CopyrightsNow® is DIY software which provides a fast and easy way to file your copyright registration, including: A personalized dashboard, On-line HELP for all screens, detailed 'Use-Case' procedures and Specialist review to check for potential issues that can delay processing by the U. S. Copyright Office.

As a CopyrightsNow client, you can access a *Free 'Work-for-Hire' Sample 'fill-in-the-blanks' Agreement* for your use and review/customization by your attorney.

For more information on copyright registration and 'Work-for-Hire', see: [https://www.digi-rights.com/drights/blogs/Blog\\_04a\\_Work-for-Hire.pdf](https://www.digi-rights.com/drights/blogs/Blog_04a_Work-for-Hire.pdf)

To start your copyright registration protection, click to [learn more!](#)

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