GHOSTWRITING AGREEMENT WITH AI DISCLOSURE

WORKING DRAFT — GHOSTWRITING TERMS NOT READY FOR SIGNATURE

Resolve the project facts, legal scope, visible choices and all reviews before signing. This draft does not grant rights or approve AI use. No signature fields are supplied. A completed interview is not a legal opinion or a guarantee of copyrightability, enforceability or regulatory compliance.

Agreement date: [DATE]

1. Parties, project and scope

Writer and authorized signer: [WRITER LEGAL NAME, MAILING ADDRESS, CONTACT AND AUTHORIZED SIGNER]

Client and authorized signer: [CLIENT LEGAL NAME, MAILING ADDRESS, CONTACT AND AUTHORIZED SIGNER]

Itemized services and deliverables: [ITEMIZED SERVICES, DELIVERABLES, WORD COUNTS OR FORMATS, EXCLUSIONS AND INTENDED AUDIENCE]

Schedule and dependencies: [START, MILESTONES, DELIVERY DATES AND CLIENT DEPENDENCIES]

The parties agree to the services and terms recorded here when this agreement is completed and signed. A change in scope, price, deadlines or permissions requires their written agreement. No unlisted exhibit or future standard rate is incorporated by implication.

Locations, worker status and mandatory terms: [PARTY AND WORK LOCATIONS, WORKER STATUS, APPLICABLE MANDATORY RULES AND REQUIRED TERMS]

Proposed governing state: [STATE]. This choice applies only to the extent permitted by law. Mandatory labor, freelance-payment, consumer, privacy and other rules may apply based on the actual facts. Calling the Writer an independent contractor does not establish that classification. This form is not an employment agreement and does not waive nonwaivable protections.

Legal-scope assessment: Not selected

Project review: Not selected

2. Ownership and attribution

Selected ownership arrangement: Not selected

Covered deliverables, rights, territory, duration and exclusions: [EXACT DELIVERABLES AND WRITER-OWNED RIGHTS COVERED; TERRITORY, DURATION AND EXCLUDED DRAFTS]

Existing materials and limited background permissions: [CLIENT MATERIALS, WRITER BACKGROUND MATERIALS AND THIRD-PARTY CONTENT; PERMISSIONS AND ANY LIMITED BACKGROUND LICENSE]

Only rights the Writer actually owns and has authority to grant are covered. Client-supplied materials remain with their existing owner. Writer background material and third-party content are excluded from ownership transfer except for the expressly recorded permissions. Neither party may incorporate material requiring a license that has not been obtained. Facts, ideas and unprotectable output do not become exclusive copyright merely because this agreement describes them as Work.

Assignment or license trigger: Not selected

Trigger details and partial deliveries: [SPECIFIC TRANSFER PRICE OR DELIVERY ACCEPTANCE EVENT, PARTIAL DELIVERIES AND PERMITTED PRE-TRANSFER REVIEW]

No clause promises that a grant is immune from statutory termination. Applicable rights under 17 U.S.C. §203 cannot be contracted away in advance; eligibility, notice and timing require separate review. Signed copyright transfers are governed by §204. This form does not guarantee a transfer by a person lacking authority.

Byline, acknowledgment and portfolio permissions: [PUBLIC BYLINE, ACKNOWLEDGMENT AND PERMITTED PRIVATE PORTFOLIO REFERENCES; WRITE NONE WHERE EXCLUDED]

Only those agreed references are permitted. Ghostwriting does not authorize false factual claims about experience, credentials or legal authorship. There is no blanket waiver of moral rights in every jurisdiction. Any necessary consent or waiver must be valid for the actual work and use; protected reporting remains available.

Original human expression and records: [PLANNED ORIGINAL HUMAN EXPRESSION AND RECORDKEEPING; DISTINGUISH FACTS, IDEAS AND MACHINE OUTPUT]

Human authorship turns on expressive contributions, not merely time spent, research, interviews or prompts. Original human selection, arrangement or modification may be protectable even when AI assists. Neither party guarantees that all output is copyrightable. Preserve accurate drafts, contributions and source records; do not certify future creative facts as already established.

Registration coordinator: Not selected **Registration plan:** [CLAIMANT AND FILING AUTHORITY, TASKS, DEADLINES, COSTS, PUBLICATION DATES AND COOPERATION]

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A coordinator must identify the actual claimant and filing authority; coordination does not make that person an owner. Record human authorship accurately and follow current Copyright Office instructions. More-than-de-minimis AI-generated material must be excluded from the claim under the Office's guidance; mere tool assistance does not necessarily require disclaiming authorship. A private AI inventory informs the application but is not itself an official disclosure or assurance of registration. Correct material inaccuracies through the applicable procedure.

Registration is generally required before a federal infringement action for a United States work, subject to §411's exceptions. It does not automatically secure statutory damages or attorney fees: §412 imposes timing conditions and exceptions, and other statutory requirements apply. Preserve actual publication, infringement and registration dates.

Ownership review: Not selected

3. AI use and confidentiality

AI arrangement: Not selected

Neither party may use the other's protected material to train, fine-tune or improve a model under this agreement. Any such project requires a separate signed arrangement addressing actual rights, data, purpose and safeguards. Tool approval alone is insufficient. No retrospective warranty about all past activity is invented.

Known prior use and disclosures: [KNOWN PRIOR AI USE OR DISCLOSURES RELEVANT TO THIS PROJECT; WRITE NONE ONLY IF ACCURATE]

Confidential information, recipients, duration and safeguards: [PROTECTED INFORMATION, EXCLUSIONS, PERMITTED RECIPIENTS, DURATION AND AGREED SAFEGUARDS]

Each party receiving the other's protected information must use it only for this engagement, restrict access to authorized recipients with appropriate duties, and apply the agreed safeguards. Information demonstrably public without breach, previously lawfully known, independently developed without protected information, or lawfully obtained without restriction is excluded. Actual trade secrets remain protected for as long as applicable law protects them; mandatory privacy duties are not shortened by a contract term.

Incidents, correction and return/deletion: [NOTICE CONTACTS AND DEADLINES, CONTAINMENT, CORRECTION, PRESERVATION AND RETURN/DELETION PROCEDURES]

Give required notices promptly under the agreed procedure; a contractual deadline never extends an earlier mandatory one. Preserve legally required records securely and stop using retained copies for other purposes. Do not promise deletion from systems outside the party's control without a verified mechanism.

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Breach remedies remain subject to Section 5 and law; no automatic total refund or forfeiture excuses earned compensation that must be paid.

Lawful compulsory disclosure is permitted, with prior notice only where legally permitted and practicable and without obstructing protected reporting. Nothing requires advance approval or notice for legally protected reports to authorities, cooperation with investigations, or consultation with counsel.

DTSA immunity notice. Under 18 U.S.C. §1833(b), an individual is protected from federal or state trade-secret liability for a confidential disclosure to a government official or attorney solely to report or investigate a suspected legal violation, or for a disclosure in a sealed court filing. In a retaliation lawsuit for reporting a suspected violation, the individual may disclose the secret to counsel and use it in court if documents containing it are filed under seal and further disclosure occurs only by court order. This protection does not authorize otherwise unlawful access.

AI and confidentiality review: Not selected

4. Compensation, acceptance and exit

Fees, service values, expenses and taxes: [TOTAL FEE OR RATE FORMULA, CURRENCY, ITEMIZED SERVICE VALUES, EXPENSES AND TAXES]

Installments, due dates and deposit treatment: [AMOUNTS AND DUE DATES OR OBJECTIVE DUE-DATE FORMULA FOR EVERY INSTALLMENT; DEPOSIT CREDIT AND REFUND TREATMENT]

Invoicing, payment method and processing deadline: [PAYMENT METHOD, INVOICE RECIPIENT AND SERVICE-LIST SUBMISSION/PROCESSING DEADLINE]

Pay on the agreed dates or objective formula, subject to earlier mandatory deadlines. Credit deposits and prior payments against amounts owed. No deposit is automatically nonrefundable merely because it is called a deposit. Disputed items must be identified promptly; undisputed amounts remain due, and the parties must not condition legally required timely payment on accepting less compensation.

Delivery, acceptance and revisions: [OBJECTIVE DELIVERY CRITERIA, REVIEW PERIOD, REVISION ROUNDS AND REJECTION/CORRECTION PROCESS]

Changes, additional fees and delays: [ADDITIONAL-WORK PRICING AND WRITTEN APPROVAL; DELAYS, SUSPENSION AND REVISED SCHEDULE PROCESS]

The Client must give specific feedback against the agreed criteria; the Writer must correct covered defects and perform included revisions. Silence does not automatically waive defects or accept delivery. Extra work and changed pricing require written approval before it is charged. Delay or suspension requires the

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agreed notice and a documented revised schedule; it does not silently erase payment duties or mandatory rights.

Convenience cancellation: Not selected

Termination, cure, accounting and partial-work delivery: [NOTICE AND CURE, TERMINATION PROCEDURE, FINAL ACCOUNTING DEADLINES AND PARTIAL-WORK DELIVERY AND RIGHTS]

Cancellation does not automatically revert transferred rights, confiscate Client materials, or authorize sale of confidential drafts. Existing grants and excluded materials retain their agreed status, subject to valid statutory rights and lawful remedies. Any new transfer or buyback requires an authorized signed writing. Deliver and license partial work only as expressly agreed; settle earned amounts and refunds without double recovery. Duties intended to continue, including valid grants, accrued payment, confidentiality for its agreed duration and dispute terms, survive as applicable.

For covered New York freelance engagements, General Business Law §§1411–1412 addresses timely compensation and written terms, including addresses, itemized services/value, rate and method, payment date or mechanism, and the service-list submission date. The hiring party must retain the contract for at least six years. Coverage must be checked on actual facts; choosing another state's law does not by itself avoid mandatory protections. Other locations may impose different duties.

Payment review: Not selected

5. Publication, representations and remedies

Endorsement or testimonial use: Not selected

Publication checks and responsibilities: [PUBLISHER, FACT CHECKING, PERMISSIONS, PRIVACY/DEFAMATION REVIEW, CORRECTIONS AND ANY APPLICABLE AI LABELS]

Neither party may knowingly supply false claims, fabricate sources or direct unlawful publication. Each must have authority for materials and instructions it supplies, disclose known rights restrictions, and cooperate in correcting identified problems. The Writer must perform with reasonable care and accurately disclose the work process. The Client must complete the agreed fact, permission and publication review. There is no warranty that every element qualifies for copyright or that an AI provider's output is free of claims.

Assess applicable AI labeling, advertising, privacy and publisher rules for the actual use. No universal penalty amount or automatic per-publication FTC fine is stated here. The Endorsement Guides explain agency views; enforceable duties and remedies depend on the underlying law and facts. No private clause authorizes false reviews or binds a regulator.

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Additional indemnity: Not selected

Additional liability limits: Not selected

Remedies require the facts and legal elements supporting them. The same loss cannot be recovered twice through refund, damages, indemnity or other relief. Injunctive relief is subject to the court's authority and procedural requirements; it is not guaranteed by a contractual assertion.

Publication and risk review: Not selected

6. Disputes, integration and signing

Dispute process: Not selected

Specific forum or arbitration terms: [ACTUAL COURT LOCATIONS AND JURISDICTION, OR ARBITRATION SCOPE, RULES, ADMINISTRATOR, SEAT, FEES AND EXCEPTIONS]

A chosen court must possess subject-matter and personal jurisdiction and proper venue. Under 28 U.S.C. §1338, state courts cannot hear claims arising under federal copyright law; a state-court choice cannot change that. A federal-court label also cannot create jurisdiction over every contract claim.

Attorney fees: Not selected Mandatory fee rights and restrictions remain. A contract cannot require a copyright court to exercise statutory discretion in a particular way.

Notices: [NOTICE ADDRESSES, DELIVERY METHODS, EFFECTIVE RECEIPT AND CONTACT CHANGES]

Incorporated documents and priority: [EXACT INCORPORATED SCHEDULES AND VERSION DATES; PRIORITY, REMAINING CONFLICTS AND REQUIRED COMPANION TERMS]

This completed agreement and the specifically identified attachments state the agreed project terms. An inventory records facts; it does not automatically amend ownership, fees or permissions. Changes and waivers require an authorized writing; copyright transfers require the applicable signed instrument. One waived breach is not a waiver of future breaches. Invalid provisions are severed only where permitted and practicable; no court is compelled to rewrite them. The parties may sign counterparts and use an electronic method permitted for the actual transaction. Each receives a complete copy.

Final review: Not selected

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