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Who Owns Freelance Work in Quebec? Copyright and IP Clauses

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The short answer

In Canada, the person who creates a work owns the copyright in it, unless the work was made by an employee in the course of employment. A freelancer is usually not an employee, so a client who commissions and pays for a logo, an app, a report or a photo shoot does not own the copyright just because the invoice was paid. Ownership moves to the client only through a written assignment signed by the freelancer, and the client's right to use the work otherwise comes from a licence. Moral rights stay with the author unless they are waived.

That default surprises both sides. Clients assume they bought the work; freelancers assume they can reuse everything. A clear IP clause settles the question before the first deliverable. This article explains the rules and gives clause structures for the three most common deals. It is general information; a contract worth a lot (core software, brand assets, IP investors will diligence) still deserves advice on its own facts.

For the rest of the contract (scope, payment, termination), see our [Quebec freelancer contract checklist](#).

The default rule: the author owns the copyright

Section 13(1) of the federal *Copyright Act* states that "the author of a work shall be the first owner of the copyright therein" ([Copyright Act, s. 13](#)). Copyright is federal law, so the same rule applies in Quebec as in the rest of Canada.

Copyright is the sole right to produce or reproduce the work or a substantial part of it in any material form, plus related rights such as performing it in public, publishing it if unpublished, translating it and making recordings of it ([Copyright Act, s. 3](#)). In freelance practice that covers most of what clients pay for: code, copy, design files, illustrations, photographs, video, presentations and reports.

You do not need to register anything to own it. The Canadian Intellectual Property Office (CIPO) explains that an original work is generally protected automatically when you create it ([CIPO, registration of copyright](#)).

The employee exception and why freelancers usually fall outside it

Section 13(3) makes the employer the first owner where the author was "in the employment of some other person under a contract of service or apprenticeship" and the work "was made in the course of his employment", in the absence of any agreement to the contrary ([Copyright Act, s. 13](#)).

The key words are "contract of service". In Quebec, the *Civil Code* draws the same line:

	Contract of employment	Contract of enterprise or for services
Civil Code article	Art. 2085	Art. 2098 and 2099
Definition	A person undertakes, for a limited time and for remuneration, to do work "under the direction or control" of the employer	A contractor or service provider undertakes to carry out physical or intellectual work or supply a service for a price
Control	Subordination to the employer	Free to choose the means of performance; "no relationship of subordination" with the client
Default copyright owner	Employer (s. 13(3)), unless agreed otherwise	The freelancer (s. 13(1))

Source: [Civil Code of Québec, arts. 2085, 2098, 2099 \(LégisQuébec\)](#) and [Copyright Act, s. 13](#).

Two consequences follow. First, a true independent contractor keeps the copyright by default. Second, if the relationship is in fact employment (fixed hours, client's tools, direction and control), the "freelancer" label in the contract may not decide who owns the work. How status is assessed is covered in [employee vs independent contractor in Quebec](#).

A client who pays does not automatically own the work

Canadian law has no general rule that turns a paid commission into client ownership. The US "work made for hire" concept does not carry over: writing "work for hire" in a Quebec freelance contract does not, by itself, transfer anything. What the Copyright Act does provide is a mechanism to transfer: the owner "may assign the right, either wholly or partially" and "may grant any interest in the right by licence" ([Copyright Act, s. 13\(4\)](#)).

So when the contract is silent, the practical result is usually this: the client has paid for a deliverable and has some implied permission to use it for the purpose it was ordered, while the freelancer still holds the copyright. The exact scope of that implied permission is exactly the kind of thing people end up arguing about. Write it down.

Assignment versus licence

There are two tools, and each can be cut to size.

Assignment transfers ownership. Under s. 13(4) it can be total or partial, general or limited "relating to territory, medium or sector of the market or other limitations relating to the scope of the assignment", and for the whole term of copyright or part of it ([Copyright Act, s. 13](#)). After a full assignment, the freelancer needs the client's permission to reuse the work, even in a portfolio, unless the contract reserves that right.

Licence is permission to use, while the freelancer keeps ownership. It can be:

- **Exclusive:** only the client may use the work in the licensed scope; the freelancer cannot license it to others there (and usually agrees not to use it there either). The Act confirms that granting an exclusive licence is the grant of an interest in the copyright ([s. 13\(7\)](#)).
- **Non-exclusive:** the client may use the work, and the freelancer remains free to license the same work to others.

Question	Full assignment	Exclusive licence	Non-exclusive licence
Who owns the copyright after signing?	Client	Freelancer	Freelancer
Can the freelancer reuse or resell it?	Only if the contract reserves it	Not within the licensed scope	Yes
Typical fit	Brand identity, custom software core, commissioned content the client must control	Campaign assets for a period or market	Stock-like assets, templates, reusable components
Typical price	Highest	Middle	Lowest
Writing required?	Yes, signed by the owner	Yes, signed by the owner	Strongly recommended

The writing requirement

Section 13(4) ends with the sentence that decides most disputes: "no assignment or grant is valid unless it is in writing signed by the owner of the right in respect of which the assignment or grant is made, or by the owner's duly authorized agent" ([Copyright Act, s. 13](#)).

Practical points:

- **The owner signs.** The freelancer (or the freelancer's corporation, if the work was done through it) must sign. A purchase order signed only by the client does not do it.
- **Email chains are risky.** "Sure, it's yours" in a chat message is a weak basis for a transfer of valuable IP. Put the clause in the signed contract or a separate signed assignment.
- **Check who the owner is.** If you subcontract part of a job, your subcontractor owns their part until they assign it to you. You cannot assign to your client what you never received. Get a written assignment from every subcontractor before promising one to the client.
- **Incorporated freelancers.** If you work through a corporation, your contract with the corporation (or an assignment from you to it) should give it the rights it is promising clients.

Moral rights: integrity and attribution

Separate from copyright, the author has moral rights: the right to the integrity of the work and, where reasonable, the right to be associated with the work by name or pseudonym, or to remain anonymous ([Copyright Act, s. 14.1](#)).

Three rules matter for contracts:

1. **They cannot be assigned.** "Moral rights may not be assigned but may be waived in whole or in part" (s. 14.1(2)).
2. **Assigning copyright does not waive them.** "An assignment of copyright in a work does not by that act alone constitute a waiver of any moral rights" (s. 14.1(3)). CIPO's guide confirms that the author keeps moral rights after assigning copyright unless they formally waive them ([CIPO, A guide to copyright](#)).
3. **Integrity has a threshold.** The integrity right is infringed only if the work is, to the prejudice of the author's honour or reputation, distorted, mutilated or otherwise modified, or used in association with a product, service, cause or institution ([Copyright Act, s. 28.2](#)). For a painting, sculpture or engraving, prejudice is deemed from any distortion or modification.

For a client who will edit, crop, translate, combine or rebrand the work, an assignment without a waiver leaves a gap. For a freelancer, giving a waiver means giving up the right to object to changes and, if the waiver covers it, to credit.

Drafting the moral rights waiver

A useful waiver is explicit about four things:

- **Which rights:** integrity, attribution, or both (it may be partial, s. 14.1(2)).
- **Which acts:** for example modification, adaptation, translation, combination with other material, use without credit, use in association with the client's products and campaigns.
- **Who benefits:** a waiver in favour of the owner or licensee may be invoked by anyone they authorize to use the work, unless the waiver indicates otherwise (s. 14.1(4), [Copyright Act](#)). If you want to limit it to the client alone, say so.
- **What you keep:** a freelancer can waive integrity but keep a credit right in certain media, or waive credit but keep a right to object to association with political or religious causes.

CIPO notes that once waived, moral rights cannot be reacquired ([CIPO, A guide to copyright](#)). Treat a waiver as permanent.

Pre-existing material, tools and third-party assets

Most freelance deliverables mix new work with things the freelancer already had: code libraries, templates, design systems, photo presets, research frameworks. A blanket "all rights in the deliverables are assigned to the client" clause can unintentionally hand over your toolkit.

Split the IP into three buckets in the contract:

Bucket	Examples	Usual treatment
Foreground (new, made for this client)	Final logo, custom feature code, written report	Assigned or licensed per the deal
Background (yours, pre-existing or general know-how)	Your component library, templates, methods	You keep ownership; client gets a non-exclusive, perpetual licence to use it as part of the deliverable
Third-party	Stock photos, fonts, open-source packages, licensed music	Neither party owns; list them, state whose licence covers them and who pays

You cannot assign rights you do not own. If a font or stock image is licensed only to you, the client may need its own licence. Open-source components come with their own licence terms, which travel with the code.

How long copyright lasts

The general term is the life of the author, the rest of the calendar year of death, and 70 years after the end of that year ([Copyright Act, s. 6](#); [CIPO, A guide to copyright](#)). An assignment "for the whole term" therefore covers decades; a licence "for 24 months" ends when the term ends, so define what happens to materials already printed or published.

Registering your copyright (optional)

Registration is voluntary. Its value is evidentiary: CIPO says you get a certificate of registration you can use in court as evidence of ownership ([CIPO, registration of copyright](#)). Online filing requires a My Canada Business Account.

Fees as of October 2026 ([CIPO, complete list of fees for copyrights](#)):

Service	Fee
Application for registration, filed online	\$63
Application for registration, other means	\$81
Registering an assignment or licence	\$81

A client that takes a full assignment of an important work (for example core software) may want to register the assignment. CIPO's guide notes that registering an assignment requires filing a copy of the transfer agreement or a photocopy signed by both parties ([CIPO, A guide to copyright](#)).

Sample clause structures

These are structures showing what each clause must cover, not ready-to-sign wording.

1. Full assignment on payment (client controls the work)

- The freelancer assigns to the client all copyright in the foreground deliverables, for all territories, media and the whole term.
- The assignment takes effect on payment in full of the related invoices (protects the freelancer against non-payment).
- The freelancer waives moral rights of integrity and attribution in favour of the client and anyone the client authorizes.
- Background IP stays with the freelancer; the client receives a perpetual, non-exclusive licence to use it as embedded in the deliverables.
- Third-party assets are listed in a schedule with their licence terms.
- Optional: the freelancer may show the work in a portfolio after public launch, without confidential information.

2. Exclusive licence with portfolio right (freelancer keeps ownership)

- The freelancer grants the client an exclusive licence to use the deliverables in a defined field (for example "marketing of the client's products in Canada") for a defined term.
- The freelancer may not license the same deliverables to others in that field during the term.
- Moral rights: waiver of integrity for listed adaptations (cropping, translation, resizing); attribution kept where practicable.
- On expiry: the client may keep using materials already published but makes no new uses, or the licence converts to non-exclusive.

3. Non-exclusive licence (reusable work)

- The client may use the deliverables for its own business purposes, without time limit, but may not resell or sublicense them as standalone products.
- The freelancer keeps ownership and may reuse and license the work to others.
- Moral rights: not waived, or waived only for listed technical modifications.

Whichever you choose, write the scope in plain terms: what, where, how long, for which uses, whether the client may modify and sublicense, and when it takes effect.

Checklist before you sign

Both sides should be able to answer these seven questions from the contract alone:

1. Is the freelancer really independent (Civil Code art. 2098 and 2099), or does the relationship look like employment?
2. Is this an assignment, an exclusive licence or a non-exclusive licence, and is that word used?
3. What is the scope: territory, media, market, duration, modification and sublicensing rights?
4. When does the transfer or licence take effect (signature, delivery, full payment)?
5. Is it in writing and signed by the actual owner, including any subcontractors' assignments?
6. Are moral rights waived, partially waived or kept, and in whose favour?
7. Are background IP and third-party assets listed, with who owns and who licenses each?

If any answer is "it depends", fix the clause before work starts. For pricing the difference between an assignment and a licence, the [Montreal freelancer guide](#) covers rates, taxes and the business side.

Frequently asked questions

I paid a freelancer for my logo. Do I own it?

Not automatically. You own the copyright only if the freelancer signed a written assignment (s. 13(4) of the Copyright Act). Without one, you likely have permission to use the logo for its intended purpose, but the freelancer still holds the copyright. Ask for a signed assignment and a moral rights waiver; for a brand you will trademark, this matters.

Does "work for hire" mean anything in a Quebec contract?

It is a US concept. In Canada, ownership by someone other than the author comes from employment under s. 13(3) or from a written assignment under s. 13(4). If a contract uses "work for hire", make sure it also contains an express assignment clause.

Can I show client work in my portfolio after assigning the copyright?

Only if the contract allows it. After a full assignment, reproducing the work is the client's right. Add a portfolio clause, usually limited to after public release and excluding confidential material.

Do I need to register copyright to protect my work?

No. Protection is automatic once an original work is created. Registration gives a certificate usable in court as evidence of ownership; it costs \$63 online as of October 2026.

If I assign my copyright, can the client change my work?

The client owns the copyright, but your moral right of integrity survives unless you waived it. In practice the right is infringed only where the change prejudices your honour or reputation (s. 28.2). Most clients ask for a waiver to avoid the question.

Does the client own the source code of the app I built?

Same rule as any other work: the freelancer owns it unless a signed assignment says otherwise. Separate custom code (foreground) from your libraries (background) and third-party open-source components, which keep their own licences.

Bottom line

Copyright follows the author, not the money. A freelance contract has to say, in a document the owner signs, whether the client gets ownership or a licence, how broad it is, when it takes effect and what happens to moral rights and pre-existing material. Ten minutes on that clause avoids the most common freelance dispute.

If you need a quiet place to meet a client and sign, 2727 Coworking in Griffintown rents a conference room for 8 by the day (booking).

Sources

1. Copyright Act, s. 13: Ownership of copyright (Justice Laws Website)
2. Copyright Act, s. 3: Copyright in works (Justice Laws Website)
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9. Complete list of fees for copyrights (Canadian Intellectual Property Office)

Source links

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