

Protecting your **works**

Graphic creations, software, websites, content, works of applied art: copyright protects your original creations from the moment they are made, with no formality at all. But you still have to be able to prove it, and put it into proper contracts.



TERM

70 years after the author's death

FORMALITY

None, the right arises on creation

EVIDENCE

e-Soleau, timestamping, evidentiary deposits

WATCH OUT

Assignments require precise written terms

What copyright protects: works of the mind

Copyright protects works of the mind, whatever their genre, form of expression, merit or purpose: the statute is deliberately broad, and the courts have applied it well beyond literary and artistic creations. Alongside texts, photographs and illustrations, protection extends to software and its documentation, databases, the architecture of a website, advertising creations and works of applied art, the design of a piece of furniture, a lamp, a garment. Artistic value is irrelevant: an original technical manual is a work within the meaning of the law.

Protection attaches to form, never to ideas: a concept, a method, a style remain free for all; only their expression can be owned. Over that form, the author holds two sets of rights. The economic rights, reproduction, communication to the public, adaptation, allow the author to authorise or prohibit any exploitation, for life and seventy years beyond. The moral right, covering attribution and the integrity of the work, is perpetual and inalienable: it is never assigned, and survives every contract.

The condition for protection: originality

Access to protection turns on a single condition: originality. The statute does not define it; case law understands it as the imprint of the author's personality, revealed by free and creative choices. The notion is concrete: before the same monument, two photographers will compose different images, angle, framing, light, instant, and those choices are enough to found protection. It is also selective: what is commonplace, dictated by technique or by the conventions of the trade bears nobody's imprint. A rudimentary logo, a descriptive slogan, a purely servile photograph may be denied protection altogether.

This condition carries a procedural consequence too often discovered in court: it is for the party invoking copyright to establish the originality of each work relied upon, and the courts are demanding. Hence two reflexes: keep the materials that document the creative process (briefs, sketches, successive versions), and do not rest a design creation on copyright alone where a design filing, whose validity requires no such demonstration, can secure it in parallel.

A right born of creation, evidence to be built

The right arises from the mere fact of creation, without filing or formality, the founding principle of the field, and international conventions extend its benefit to almost every country. That absence of formality is copyright's strength; it is also its evidentiary weakness: no register attests the date of creation, its content or its author.

In litigation, all three will nonetheless have to be proved. The evidentiary strategy is therefore built in advance: the INPI's e-Soleau envelope, bailiffs' reports, timestamping, specialised deposits for software, methodical archiving of working files. And because some foreign laws make court action conditional on registration, the United States in particular, we build those local formalities into your strategy where such markets matter to you.

Ownership and assignment: protective formalism

There remains the decisive question of ownership. Contrary to widespread belief, an employment contract effects no automatic assignment of the employee's rights, the statute departs from this only for software, and the service provider, agency or freelancer remains the owner of their creations until a written assignment is executed. Without an assignment clause, the company that commissioned and paid for a logo owns only the medium: it cannot modify it, adapt it or pass it to a subsidiary without exposure.

The assignment itself is governed by mandatory formalism: each right assigned must be set out separately, with its scope, purpose, territory and duration; a blanket clause is ineffective, and the wholesale assignment of future works is prohibited. Burdensome for those who ignore it, this formalism becomes an instrument for those who master it: complete commissioning and assignment contracts, licences delimited by use and territory, a chain of title audited before any transaction. We draft these instruments and defend your works against infringement and parasitism, including online, and against the new uses of artificial intelligence.

Our services

- ✓ Ownership audits and securing the chain of title
- ✓ Evidentiary strategy (e-Soleau, deposits, timestamping)
- ✓ Assignment and licence agreements
- ✓ IP clauses in employment and service contracts
- ✓ Protection of software and databases
- ✓ Defence against infringement and parasitism
- ✓ Coordination with designs and trademarks

Weinstein Services & Conseils

INDUSTRIAL PROPERTY ATTORNEYS

2-10 avenue Marc Sangnier, 92390 Villeneuve-la-Garenne

+33 1 71 06 36 66 · contact@weinsteinfrance.com

weinsteinfrance.com

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