Innovative Touch Productions
4621 Davis Ave.
Suitland, MD 20746
T: 202-695-6406
Email: InnovativeTouchProductions@gmail.com
Site: https://www.youtube.com/@ITP2021

DATE: **September 30, 2026**

FROM: **INNOVATIVE TOUCH PRODUCTIONS, LLC**

TO: **Tarah Bailey,**
Owner, The Resilience Project

RE: **FORMAL NOTICE REGARDING PUBLICATION AND DISTRIBUTION OF ITP-PRODUCED VIDEO AND AUDIO MATERIAL**

Dear Ms. Bailey:

I am writing on behalf of **Innovative Touch Productions ("ITP")** regarding the video and edited podcast/audio production created through ITP's production and post-production efforts for **The Resilience Project**.

PURPOSE OF THIS NOTICE

ITP respectfully requests that you **refrain from publicly releasing, distributing, licensing, monetizing, reproducing, or otherwise exploiting the completed ITP-produced video and edited podcast/audio material without prior written authorization from Innovative Touch Productions.**

This request concerns the specific audiovisual production resulting from ITP's production resources, equipment, software, editing, post-production, and labor.

ITP'S PRODUCTION CONTRIBUTIONS

ITP provided substantial production and post-production services associated with the material, including:

- Video production and recording;
- Podcast and audio recording and processing;
- Video and audio editing;
- Sequencing and synchronization;
- Post-production and finishing;
- Creative selection and arrangement of production elements;
- Use of ITP equipment and production resources;
- Use of ITP software and editing systems; and
- Significant production and editing labor performed by Brian Morales.

The completed video is therefore not simply a representation of ownership of **The Resilience Project** name. It is a separately created audiovisual production incorporating substantial production and post-production work performed by ITP.

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CONTRACTUAL AND OWNERSHIP CONSIDERATIONS

During the development of this production, discussions took place concerning a potential working relationship between ITP and The Resilience Project. The parties contemplated documenting that relationship through a **Memorandum of Understanding or other production agreement**.

However, a final agreement establishing the parties' respective ownership, licensing, distribution, compensation, and production rights was not executed.

Under **17 U.S.C. § 101**, a specially commissioned work may qualify as a "work made for hire" only when the statutory requirements are satisfied, including, for qualifying commissioned works, an express written agreement signed by the parties identifying the work as a work made for hire.

Further, **17 U.S.C. § 201(a)** generally provides that copyright initially vests in the author or authors of a protected work, while § 201(b) addresses ownership of works made for hire.

Because no final work-for-hire agreement or copyright assignment was executed between ITP and The Resilience Project, ITP does not recognize the existence of an automatic transfer of ITP's production rights merely from the fact that the production was created for or associated with The Resilience Project.

AI-ASSISTED MATERIAL

ITP acknowledges that certain individual elements incorporated into the production—including a graphic and a brief introductory music segment—were generated using artificial-intelligence tools.

ITP is not asserting exclusive copyright ownership over material solely because an AI system generated it.

The U.S. Copyright Office currently recognizes that AI-generated material may be incorporated into a larger copyrightable work and that copyright protection can extend to sufficient human-authored expression, including creative selection, arrangement, and modification. Merely providing prompts to an AI system, however, does not by itself establish human authorship of the resulting expressive material.

Accordingly, ITP's position concerning this production is based primarily on its **human-authored production and post-production contributions**, including filming, editing, sequencing, synchronization, arrangement, processing, and integration of the production elements into the completed audiovisual work.

REQUEST REGARDING PUBLICATION

In light of the circumstances described above, ITP respectfully requests that you:

1. Refrain from publicly releasing or distributing the completed ITP-produced video or edited podcast/audio material without written authorization from ITP;

2. Refrain from licensing, monetizing, selling, or otherwise commercially exploiting the production without resolving the parties' respective rights;

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3. Refrain from creating or distributing substantially modified or derivative versions of the ITP-produced material without resolving the parties' respective rights;
4. Preserve the original files, communications, drafts, recordings, project files, and other materials relating to the production; and
5. If any portion of the production has already been publicly released, please provide ITP with the applicable location and distribution information so the matter can be addressed appropriately.

SEPARATION OF INTELLECTUAL-PROPERTY INTERESTS

This notice is **not intended to challenge ownership or rights concerning the name "The Resilience Project," independently created materials, or other intellectual property that may belong to you.
Likewise, ITP is not asserting ownership over material solely because it appeared within an ITP-produced project.
The purpose of this notice is to clearly establish ITP's position concerning the **specific video and edited audio production resulting from ITP's production and post-production work** and to request that the material not be publicly distributed until the parties' respective rights have been clarified.

RESERVATION OF RIGHTS

Nothing in this correspondence constitutes a waiver, release, license, assignment, or relinquishment of any rights or interests that may belong to Brian Morales or Innovative Touch Productions.
ITP reserves all rights and remedies available under applicable law, including rights that may arise under **Title 17 of the United States Code, 17 U.S.C. §§ 101 et seq.**
This correspondence is intended to provide formal written notice of ITP's position and to encourage resolution of the parties' respective production and intellectual-property interests without unnecessary escalation.
Please provide written confirmation regarding your position on publication and distribution of the ITP-produced material within **10 calendar days** of receipt of this notice.

Respectfully,

Brian Morales
Founder / Director
Innovative Touch Productions