Why 3D Models Are Assets

Idea In Short

Treat a three-dimensional [3D] model as an asset you source deliberately, not as a campaign expense. Decide between stock, in-house and commissioned models by asking four questions: how specific the object is, how often it will be reused, who must control it and how accurate it must be. Generic objects suit stock libraries, while models of your own product, building or machine usually justify a commission. Ownership is never automatic, so assign rights and working files in a signed agreement and check which law governs the contract. Write the brief to cover rights, source data, intended uses, working files, accuracy checks, revisions and confidentiality, and state early if a model might later train machine-learning systems.

Companies should source three-dimensional [3D] models the way they source any asset. Four things decide it: how specific the object is, how often it will be reused, who must control it and how accurate it must be. Generic objects suit stock libraries. Models of the company's own product, building or machine usually justify a commission. Either way, ownership is not automatic. It has to be assigned in a signed agreement.

Why is a 3D model an asset, not a campaign expense?

A product's 3D model rarely stays in one place. The same source model can be adapted for a web viewer, an augmented reality preview, a sales configurator and an engineering review. Value builds with each reuse, which makes the model behave more like equipment than like a one-off deliverable.

Economics offers a useful analogy. Oliver Williamson shared the 2009 Nobel Memorial Prize in Economic Sciences with Elinor Ostrom. In the Academy's account of his work, companies tend to bring more transactions in-house as the assets involved become more tailored to a particular relationship.1 Apply that loosely to 3D. A stock chair is specific to no one. A model of your own pump housing, built from your computer-aided design [CAD] data, is useful to

you alone, so whoever holds its rights or files holds leverage over you. The more specific the object, the stronger the case for securing control, whether through an in-house build or through contract terms that assign the rights and working files.

How do you decide between stock, in-house and commissioned models?

Four questions sort most cases:

1. How specific is the object to us? Generic furniture, props and backgrounds fit stock. Your own product or facility has no stock equivalent
2. How often and how widely will it be reused? A one-off image rarely justifies a new model. A flagship product shown for years across channels does
3. Who must control it? If competitors must not use the same model, or your engineers need to edit it, you need rights and working files, not just images
4. How accurate must it be? Models for configurators, documentation or simulation must match the real object's dimensions. Models for mood imagery need not

The three sources compare as follows:

- Stock library: fits when the object is generic and speed matters, and the main risk is that others can license the same model and license terms may limit your use
- In-house team: fits when volume is steady and daily product knowledge matters, and the main risk is fixed cost, capacity ceilings and the upkeep of tools and skills
- Commissioned studio: fits when the object is yours, reuse is wide and accuracy matters, and the main risk is that rights and file delivery depend entirely on the contract

Generative artificial intelligence [AI] tools are a fourth source, but ownership of their output and its dimensional accuracy are harder to establish, so this article leaves them aside.

Who owns a commissioned model unless the contract says so?

Not necessarily the company that paid for it. In the United States, a commissioned work counts as "made for hire" only under two conditions. It must fall into one of nine categories

in the Copyright Act, and both parties must sign a written agreement saying so. The U.S. Copyright Office's Circular 30, revised in August 2024, lists the categories, among them contributions to collective works, parts of audiovisual works, compilations and instructional texts.2 The list does not mention 3D models, so whether a model qualifies depends on how it is used, for example as part of a product film. Because that is uncertain, a signed assignment is the safer route.

In 1989, in Community for Creative Non-Violence v. Reid, the U.S. Supreme Court held that a sculptor hired by an organization was an independent contractor. The sculpture was therefore not a work made for hire, and the organization did not acquire the copyright that way. Ownership can still be transferred by contract, but under 17 U.S.C. 204(a) a transfer must be in writing and signed by the owner of the rights or the owner's authorized agent.3

The United Kingdom works similarly. Under the Copyright, Designs and Patents Act 1988, the author is the first owner of a work's copyright. The exception is an employer, which owns works its employees make in the course of employment unless agreed otherwise. A commissioning client is not automatically the owner: an assignment is not effective unless it is in writing signed by or on behalf of the assignor.4

In both systems the lesson is the same: paying for a model does not by itself transfer the rights. This is general information, not legal advice. Ask counsel which law governs your contract.

What should a commissioning brief specify?

A thin brief is a common source of disputes over commissioned models. Cover these six items:

1. Rights: assignment or license, exclusivity, and whether the studio may resell or reuse the model
2. Source data: CAD or STEP files, technical drawings, photographs, scans and manufacturer specifications. Better source data means fewer revision rounds
3. Intended uses: close-up stills, web viewers and real-time engines need different polygon counts and textures. Shopify's checklist for Partners who build 3D models for merchants, for example, asks for GLB files of about 4 MB in total and real-world scale. It says mobile web textures should not exceed 2,048 by 2,048 pixels5

4. Working files: editable source files, not only renders, so later variants do not depend on the original studio
5. Accuracy checks: how the model will be verified against the source data, and who signs off
6. Revisions and confidentiality: the number of revision rounds included, how extra rounds are priced, and a non-disclosure agreement [NDA] for unreleased products

What does commissioned modeling look like in practice?

Evermotion, a Polish studio with more than 20 years in 3D, is one provider of custom 3D modeling services. The studio says it builds commissioned models from real-world sources such as product photography, photogrammetric scans, technical drawings, CAD files and manufacturer specifications. In a testimonial on the studio's website, Emergent Design director Justen Hyde describes the studio working from STEP files exported from his firm's CAD system and a few hand-drawn sketches.

The studio says clients receive full commercial rights and that commissioned work stays exclusive, never resold or added to its library of more than 18,000 ready-made assets. As the section above argues, confirm any such promise in the contract.

One more rights question is easy to miss: whether a model may be used to train machine-learning systems. Evermotion says its standard licenses exclude AI and machine-learning use, and that a separate project agreement covers training, evaluation and derived data for its synthetic data for computer vision work. If a model might later feed a vision system, say so in the brief.

Whether a studio like this fits depends on the four questions above. For generic objects, a stock library is usually enough.

- 1Press release: economic governance, the organization of cooperation
- 2Works made for hire
- 317 U.S. Code § 204: execution of transfers of copyright ownership
- 4Copyright, Designs and Patents Act 1988, section 90: assignment and licences
- 5Creating 3D models for merchants

Summary

A three-dimensional [3D] model works more like equipment than a one-off deliverable, because the same source model serves web viewers, augmented reality previews, sales configurators and engineering reviews. Value grows with each reuse, and the more specific the object, the stronger the case for securing control through an in-house build or through contract terms. Paying for a model does not transfer its rights in the United States or the United Kingdom, so a signed assignment and delivery of working files protect the investment. A thorough brief reduces disputes, and the four questions on specificity, reuse, control and accuracy decide whether a stock library, an in-house team or a commissioned studio fits. For generic objects, a stock library is usually enough.