

How to Use the AI Art Templates

GANs and other artificial intelligence technologies are facilitating the generation of incredibly rich new cultural material, in visual art, music, and throughout the creative disciplines. When deployed, these tools raise new questions about who owns the rights in the training data, algorithms, and outputs, and the answers to those questions are very much [up for debate](#).

We urge artists and developers embarking on AI art projects to give themselves firmer footing on these shifting sands with a simple, and frankly ancient tool: the contract. Some people think of legal agreements as inaccessible, intimidating, or irrelevant, but they wouldn't have survived so long if that were strictly true. Contracts have some real advantages:

1. If you write the rules yourself, it's a lot easier to live by them. Contracts are sometimes called "private law," and just like you can pretty much do what you want in the privacy of your own home, so too within the pages of your contracts.
2. There are fewer nasty surprises. Contracts give you an opportunity to identify—and resolve—potential conflicts with other participants in your project *before they arise*.
3. If circumstances change (your piece goes viral, your collaborator goes AWOL), you've already got a plan in place.

There are more reasons, but we'll start with those three (see, accessible!).

You want to make art and write code, though—not draft contracts. That's where we come in. We've drafted two template agreements that should cover most scenarios: a **collaboration agreement**, for AI art projects that multiple people are contributing to and actively involved with developing, and a **license**, for situations where you're looking to secure permission to use existing art as training data but the artist won't have a hands-on role in the project.

License

The AI Art License template is designed for use when existing art (visual art, music, writing—genre doesn't matter) will be used as inputs for an AI art system, but the artist who created that art won't be otherwise involved in the project. It's short and simple to use.

The License gives the "licensee" (that's the developer or other person putting the project together) the right to use the materials as part of an AI art project—for example, for training an algorithm—and to share their results (for example, in publications or talks). There's no fee paid for use of

the work, and the licensee commits to making the project materials they create available under an open-source license of their choice. One important limitation on the license is that if the algorithm is overfit and produces outputs that look extremely similar to the licensed materials, the licensee commits to not making those outputs public without the artist's permission.

Information you'll need to fill out the template:

1. Names of the parties (that's contract-speak for "people involved")
2. Contact info: this can be postal address, email, phone, or all three
3. Description of the licensed materials: it's best to be as detailed as possible here. If you can list a unique title for each piece, perfect (if it's a long list, feel free to attach it on a separate page). If that's impractical, just be as specific as possible.
4. Project title or description: again, be specific. If the goals of the project might shift over time and the artist is okay with that, account for that possibility.
5. Credit language: if the artist wants a credit, you'll specify the language to use here
6. Open source license: much of the work in this space is up on GitHub for anyone to use, and we celebrate that aspect of this community. For the sake of clarity, we're suggesting you pick one of the Creative Commons licenses (and they have a handy tool to help you [pick which one](#)). Note that if the Trained Algorithm incorporates code written by others, you may not be able to select a Creative Commons option, as the licenses under which that code was released may require you to use the same license for the Trained Algorithm.
7. Signatures from all the parties: not everyone has to sign the same copy, as long as the text is identical.

Collaboration Agreement

The AI Art Collaboration Agreement template is beefier than the license template, because the relationship between the parties is more involved. You can use this agreement any time two or more people are working together on an AI art system—including a scenario where multiple developers are working together to build and train an algorithm on public domain material, or a scenario where artists and developers are teaming up to create a system that produces outputs similar to the artists' own work.

The Collaboration Agreement is written for a project where you and your collaborators use existing artistic works (what we call "Inputs") to train an existing machine learning algorithm (the "Learning Algorithm") and create

a new algorithm (the “Trained Algorithm”) that produces artistic works (the “Outputs”). The agreement is set up so that the collaborators co-own the Trained Algorithm and the Outputs. In copyright terms, this is a [joint work](#), and it means that both parties can use the materials however they want. The template allows the parties the option to put some limits on that, and require all the collaborators to agree before the materials are used for misinformation or commercial advertising or before any party sells their rights to someone else.

We’ve done our best to choose reasonable default options for the basic contract terms. For example, in the event of a dispute, the collaborators first negotiate among themselves, then have the option of going to a professional mediator, and finally (three months in, if none of that has worked) could go to court if absolutely necessary. In the termination section, we’ve allowed anyone to terminate the agreement if the other collaborators aren’t sticking to it, but not just on a whim. Read through these sections, and if they don’t make sense to you, ask us, or delete them and write something that works for you (there’s no magical incantation in contract drafting—it’s just words).

Information you’ll need to fill out the template:

1. Names of the parties (that’s contract-speak for “people involved”). If there are more than two, just add additional fields for their names and contact information.
2. Contact info: this can be postal address, email, phone, or all three
3. Project Description (Section 1)
 - a. Name for the project
 - b. Start and end dates (these can be approximate, or milestones rather than dates)
 - c. List of project goals
 - d. General timeline for the project: key stages and approximate length
4. Project Elements (Section 2)
 - a. List all the categories of existing artistic materials you’ll be using as Inputs for the project (as training data or otherwise), listed separately. So, for example, a style-transfer type project would have two sets: the type used to train for the style, and then the content images to which the style is applied.
 - b. Rights status of each of the input types. Does it belong to one of the parties? Did you get a license from someone else? Is it [public domain](#) or a [fair use](#)?
 - c. List of all the machine learning algorithms you’re using, and a similar analysis of the rights status of each one.

5. Limits on use of the project materials (Section 4.1.1): by default, this section stops collaborators from using the project materials for misinformation or advertising, but if you want to add additional limits, you can.
6. Credit (Section 4.1.4): It's helpful to spell out how the credit will read (for example, whose name goes first?) in advance
7. Decision about how the project materials will be licensed (Section 4): will you use an [attribution-only Creative Commons license](#), or select the option that puts some limits on the uses that can be made of the materials? Note that if the Trained Algorithm incorporates code written by others, you may not be able to select the Creative Commons option, as the licenses under which that code was released may require you to use the same license for the Trained Algorithm.
8. Signatures from all the parties: not everyone has to sign the same copy, as long as the text is identical.