

TEMPLATE: AI Art Collaboration Agreement

This collaboration agreement is dated: _____ and is between the following parties:

Name: _____

Contact info: _____

Name: _____

Contact info: _____

Edit to include more parties as necessary.

So that they may collaborate to achieve their common goals, the parties agree as follows:

1. Project Description and Goals

The parties are collaborating on a project to produce new artistic works with an art-generating system using artificial intelligence technology.

The name of the project is _____. It will start on _____ and conclude by _____. The key goals of the project are to _____.

The project is expected to proceed on the following timeline:

_____.

Edit to include any other relevant information about the project.

2. Project Elements

The project will consist of the following elements:

- 2.1. **“Inputs”** – one or more types of preexisting artistic materials on which the system will operate for the purposes of training and/or generating Outputs:

The first type of Inputs is described as (titles, media, subject matter, etc.): _____. These Inputs:

- ☐ are owned by _____
- ☐ are licensed to one or more of the parties for use in this project
- ☐ do not require a license because they are public domain or the use is a fair use.

If applicable:

The second type of Inputs is described as (titles, media, subject matter, etc.): _____. These Inputs:

- ☐ are owned by this party: _____
- ☐ are licensed to one or more of the parties for use in this project
- ☐ do not require a license because they are public domain or the use is a fair use.

Edit to provide the same information for additional Input types as necessary.

- 2.2. **“Learning Algorithm(s)”** – one or more algorithms expressed in software code that will be trained on the Inputs:

The first Learning Algorithm is described as (name or purpose): _____. This Learning

Algorithm:

- ☐ is owned by this party: _____
- ☐ is licensed to one or more of the parties for use in this project
- ☐ does not require a license because it is public domain or the use is a fair use.

If applicable:

The second Learning Algorithm is described as (name or purpose): _____. This

Learning Algorithm:

- ☐ is owned by this party: _____
- ☐ is licensed to one or more of the parties for use in this project
- ☐ does not require a license because it is public domain or the use is a fair use.

Edit to provide the same information for additional Learning Algorithms as necessary.

- 2.3. **“Trained Algorithm”** – an algorithm capable of generating new artistic materials. Note that the Trained Algorithm may result from the operation of the Learning Algorithms on the Inputs, and/or may require configuration or additional Input type(s) other than the training data to produce Outputs.

- 2.4. **“Output(s)”** – any artistic materials produced by running the Trained Algorithm.

3. Rights to the Trained Algorithm and Outputs

The parties agree that the Trained Algorithm, the Output(s), and with any other works they agree in writing are part of the project, are joint works with respect to any copyright interests in such works as well as any other ownership rights that may exist.

4. Use of the Project Elements

The parties agree:

□ to make the Trained Algorithm and the Output(s) available under a Creative Commons Attribution 4.0 (CC-BY) license. A party making use of project material will give the other parties notice of the use and, if possible, access (e.g. link, physical copy of a publication, ticket to event).

□ that the Trained Algorithm and Output(s), and, to the extent any party owns or has rights to them, the Input(s) and Learning Algorithm(s), may be freely used by any party to this agreement for any purpose except the following, which require the written consent of all parties:

- Use of any project element that is not jointly owned by the parties (such as Input(s) and Learning Algorithm(s)) unless the use is nonprofit and directly connected with the project.
 - Use with the intent of deceiving or misleading an audience as to factual information.
 - Licensing for commercial advertising.
 - Transfer of ownership of a party's rights to the Trained Algorithm or any Output.
 - *Edit to include any other activities that require the other parties' permission*
- 4.1. If a use of the Trained Algorithm or any Output generates a profit, the money will be divided evenly among the parties.
 - 4.2. A party making use of project material will give the other parties notice of the use and, if possible, access (e.g. link, physical copy of a publication, ticket to event).
 - 4.3. Any use of the Trained Algorithm or Output(s) shall be accompanied by the following credit line:

If this credit line cannot be used in a particular instance (such as an audio recording, abbreviated credit line, or required citation format), the parties will try to convey substantially the same information in the space and format available.

5. Expenses

Each party shall be responsible for bearing their own out-of-pocket costs associated with their contributions to the project, and shall not seek reimbursement for any portion of such costs from another party unless otherwise agreed in writing.

6. Representations and Warranties

Each party hereby represents and warrants that:

- 6.1. They are the owners or have the right to use (a) any elements that they are listed as owning or having the right to use in Section 2 and (b) any other contributions they make to the project, and that neither (a) nor (b) infringe on the intellectual property of any third party.
- 6.2. They have the right and power to enter into and to perform under this agreement and to grant the rights contained herein.
- 6.3. They shall not enter into any agreement or commitment inconsistent with this agreement.

7. Indemnification

To the fullest extent permitted by law, each party shall indemnify the other party and, as applicable, their principals, officers, directors, agents, employees, representatives, associates, affiliates, and consultants from and against all claims, demands, actions, suits, obligations, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorneys' fees) incurred by such party arising out of any claim the indemnifying party has breached this agreement.

8. Dispute Resolution

If a dispute arises, the parties agree to engage in good faith negotiations to settle the dispute. If after 60 days from the first written notice of the dispute, the parties have not reached a resolution through negotiation, they may continue to negotiate, or, on the request of any party, they may enter into non-binding mediation. If after 90 days from the first written notice of the dispute, the parties have not reached a resolution, any party may bring an action to enforce the terms of this agreement.

9. Termination

This agreement shall remain in force unless terminated under the following circumstances. Any party may terminate this agreement if another party:

- 9.1. materially breaches this agreement and fails to cure such breach within 60 days of being notified in writing of such breach;
- 9.2. becomes insolvent;
- 9.3. if an entity, is dissolved or liquidated or takes any corporate action for such purposes, or makes a general assignment for the benefit of creditors.

If a party wishes to terminate the agreement for any of the above reasons, it shall provide written notice to the other party and termination shall be effective as of the date of that party's receipt of the notice. Termination of this agreement shall not preclude any party from pursuing all rights and remedies it may have with respect to any breach of this agreement.

10. Miscellaneous

- 10.1. Nothing in this agreement shall be construed as creating a relationship between the parties of joint venture, partnership, employer-employee, franchisor-franchisee, or agency. The rights and obligations of the parties shall be limited to those expressly set forth herein.
- 10.2. Neither this agreement nor any rights or obligations hereunder shall be assigned or transferred by any party without the prior written approval of the other party, except that in the event a party is an entity, any change in its ownership or control shall constitute a valid and pre-approved assignment of this agreement. Approval shall not be unreasonably withheld or delayed.
- 10.3. This agreement constitutes the parties' entire agreement, and may be amended only in writing.
- 10.4. Any document referred to in this agreement is incorporated by reference. Sentences in italics that begin with "Edit to..." are drafting notes and are not considered part of this agreement.
- 10.5. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or judicial

authority finds that any provision of this agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, such provision shall be construed as so limited to the minimal extent required to make the provision valid and enforceable.

SIGNED:

Name: _____

Date: _____

SIGNED:

Name: _____

Date: _____

Edit to include additional signature blocks as necessary.