21 August 2024

Dear Chief Executive,

GENERATIVE AI
COPYRIGHT INFRINGEMENT

The Society of Authors ("SoA") is the UK's largest trade union for all types of authors (including writers, scriptwriters, illustrators, and literary translators) representing over 12,500 members. On behalf of our members, we are writing to AI developers to urge them to agree terms on a commercial basis with respective rightsholders given that licensing opportunities exist and are being developed.

Our members' works are original and are protected by copyright pursuant to the terms of the Copyright, Designs and Patents Act 1988 ("CDPA"). Section 16 CDPA provides that the owner of the copyright in a work has the exclusive right to do, and authorise others to do, the restricted acts listed in s. 16(1) CDPA, including:

a) to copy the work (s.17);
b) to issue copies of the work to the public (s.18); and
c) to communicate the work to the public (s.20).

Copyright in a work is infringed by a person who without the licence of the copyright owner does, or authorises another to do, any of the acts restricted by the copyright (s.16(2) CDPA).

The use of copyright works as input to train and develop an AI model without the licence or consent of the rightsholder amounts to copyright infringement (s. 16(2) and s.17 CDPA) and the copyright is further infringed where the AI model is used to generate a work ("the Infringing Work") which reproduces the whole or a substantial part of the copyright work (s.16(2); s.17; s.18; and s.20 CDPA).

The training, development and operation of AI models using copyright-protected works without permission does not fall within any of the permitted acts under the CDPA. Our members also reject any defence that works which are available digitally and are accessible online can be used without permission; the law is clear that unless one of the permitted acts under the CDPA applies, a work cannot be used in any way without the consent of the relevant rightsholder.

Our members have instructed us to put you on express notice that they do not authorise or otherwise grant permission for the use of any of their copyright-protected works in relation to, without limitation, the training; development; or operation of AI models (including the generation of Infringing Works), by large language models or other generative AI models, unless they have first specifically agreed licensing arrangements for the use of their works.

On behalf of our members, we therefore request that you:

1. identify the works which have been used to date to develop your AI model;
2. undertake to make suitably detailed requests for permission to use any of our members' works in the future;
3. undertake that, before using any copyright-protected works, you will first obtain permission from the relevant rightsholder;
4. undertake to pay appropriate remuneration for all uses of copyright-protected works, both past and future;
5. undertake to give appropriate attribution of the author of the work in all cases; and
6. undertake that, on request (whether general or in relation to a specific work), you will remove any work which has been used without permission from your system and will provide evidence of compliance.

Please confirm receipt of this letter within 7 days and provide a substantive response (to include the information sought and the undertakings requested) within 21 days.

The rights and remedies of our members in relation to the matters raised in this letter continue to be fully reserved.

Your sincerely,

The Society of Authors