FairLicens
FRA TEKST & NODE

# FairLicens Licence Terms

Use of copyrighted text material for internal use

**These Licence Terms permit the Licensee to Copy and Make Available copyrighted Text Material, including sheet music and pictures in connection with text. The Licence covers internal use with the Licensee in Denmark.**

**'PART 1 '** describes the Licence Terms for Copying and Making Available copyrighted, published Material for internal use with the Licensee in Denmark. **'PART 2'** describes the Licence Terms for Copying and Making Available copyrighted, published Material for internal use with the Licensee in Denmark in connection with artificial intelligence (AI). **'PART 3'** describes the general provisions of the Licence Terms: Payment obligation, obligation to provide information, termination etc.

**LICENSOR:**
**Tekst & Node** is a collective management organisation for literary and dramatic works and sheet music. Tekst & Node is approved by the Danish Ministry of Culture pursuant to section 50(4) of the Danish Copyright Act, see section 14 and section 50(2), to conclude agreements on the exploitation that takes place in Denmark. **VISDA – Visual Rights in Denmark** is the approved organisation that is entitled to license the Copying of works of art that have been made public, see section 24 a of the Danish Copyright Act. The Licensor concludes this Licence under the extended collective licensing system and the Licence is governed by the Danish Copyright Act and the Danish Act on Collective Management. The Licensor warrants to observe the authorisation conditions at all times, see section 50(4) of the Danish Copyright Act. Tekst & Node is authorised collectively to sign the Licence.

## PART 1:
## Analogue and Digital Copying

**1. 1. SCOPE OF LICENCE:**

**'PART 1'** covers the Copying and Making Available of copyrighted, published Material for internal use. Part 1 of the Licence covers both Analogue and Digital Copying in situations where copyrighted Material is photocopied, printed, downloaded, scanned, copy-pasted and stored.

The Licence exclusively extends to internal use for the Licensee in Denmark – within the framework and terms of use defined in PART 1 and the Licence in its entirety. Please note that certain limitations apply in the cover, including particularly **Digital Copying of newspapers** etc., see Clause 1.2 below.

**1.1.1. Definitions:**

a. "**The Parties**" " mean the Licensor and the Licensee together.
b. "**Material**" means copyrighted literary works, e.g. books, book covers, pamphlets, journals, musical works in written form (sheet music), magazines, catalogues or literary works Made Available on websites. "Material" also covers pictures in connection with text as well as descriptive works, see section 1(2) of the Danish Copyright Act.
c. "**Copying"** means any act of 1:1 reproduction of Material – analogue as well as digital.
d. "**Analogue Copying**" means an act of reproduction where the end product is analogue, e.g. photocopying of printed works or prints of websites, document files and the like.
e. "**Digital Copying**" means an act of reproduction where the end product is digital, e.g. scanning of printed works or downloads and copy-paste from websites, document files and the like that are stored digitally.
f. "**Storage**" means uploading and saving digital Material in an internal, closed password-protected system.
g. "**Making Available**" means the showing, spreading, communication and public performance of works, e.g. when literary works are included as an attachment to an email that is sent to external business relations.
h. Copying for "**Internal Use**" means an act of reproduction for the use of the Licensee's Employees, including management, and an act of reproduction for use for the work of boards of directors, committees and the like.
i. "**Employees**" mean any person, including student assistants and temporary workers, employed with the Licensee.
j. "**External Assistance**" means the possibility for the Licensee to have others make the copies, i.e. the actual act of Copying.
k. "**Pictures**" mean drawings, photographs, illustrations etc. that are included in Material. "Isolated Pictures" mean illustrations, photographs and drawings that do not exist in connection with copyrighted text, or pictures that are copied without the copyrighted text from the Material from which the picture is taken being copied as well.
l. "**External Business Relations**" mean any natural person with whom the Licensee has close and current collaboration, such as consultants, customers and suppliers. The concept also includes business partners with whom the Licensee has opened negotiations and discussions that precede the conclusion of a contract. It is not permitted to use the Copies as sales material, newsletters or the like.

**1.1.2. These Materials are covered:**
The Licence covers the Copying and Making Available of all kinds of Material, Danish as well as foreign, within the following categories:

a. Technical or field-specific articles in newspapers, journals and collections; however, with the exception of Digital Copying and Making Available of daily newspapers, weekly newspapers and their online editions, see Clause 1.2.b below.
b. Short paragraphs of other works of a technical or field-specific nature.
c. Musical works.
d. Pictures that are reproduced in connection with the copyrighted text.
e. Descriptive works, see section 1(2) of the Danish Copyright Act, such as graphs, diagrams, tables, technical drawings and maps, are classified as literary works and are covered by the definition "Material".

The Copying and Making Available of Material must always take place based on a lawful source, see section 11(3) of the Danish Copyright Act.

**1.1.3. Crediting and alterations:**
Copies of Material made under this Licence must insofar as possible be provided with information about the title of the Material, its authors, publisher and year of publication, see section 3(1) of the Danish Copyright Act.

This Licence does not authorize the alteration, processing or translation of Copied Material, see section 3(2) of the Danish Copyright Act.

**1.1.4. This licence covers the following types of Copying:**
*a. Analogue Copying* – when you make photocopies and print.
*b. Digital Copying* – when you download, copy-paste and scan.

The Licensee may use External Assistance for Copying.

**1.1.5. The copies may be used in these ways:**
a. Analogue and digital copies may be used for internal use with the individual business in Denmark.
b. Digital copies may be stored in the Licensee's own password-protected systems. The Licensee must ensure that only their Employees have access to these systems.
c. Digital copies may be sent by email to the Licensee's Employees in Denmark and to certain external business partners in Denmark in connection with current collaborations.
d. Digital copies may be used in digital presentations.

**1.1.6. This much may be Copied and Made Available:**
This Licence permits the Licensee's Employees to Copy and Make Available the following quantities of Material:

a. Up to 20 % from each Material, but not more than corresponds to 20 pages of the same Material per Employee per year.
b. No matter how many pages the Material consists of, up to 4 pages of one Material may always be Copied.
c. No matter how many pages the Material consists of, reports, manuals, financial statements, instructions and pamphlets that are lawfully available to the general public on the Internet may be Copied in their entirety.

If the Licensee wishes to use Material to an extent or in a way beyond the scope of this Licence, the Licensee must obtain the separate consent of the rightsholders.

**1.2. THIS LICENCE DOES NOT COVER:**

a. Digital Copying and Making Available of Material in connection with the use of Material in AI Tools, but see PART 2.
b. Digital Copying and Making Available of daily newspapers, weekly newspapers and their online editions.
c. Copying and Making Available of Isolated Pictures.
d. Copying and Making Available of Material where the rightsholder has issued a prohibition, see sections 14 and 50(2) of the Danish Copyright Act.
e. Copying and Making Available of Material covered by a subscription or a licence concluded by the Licensee. Such Material may be subject to other terms which must be observed.
f. Copying for use on websites and social media.
g. Copying of computer programs, games, audio and audiovisual works.
h. Copying for use in sales, profiling and marketing material – including printed publications as well as external newsletters.
i. Copying covered by the rules on free exploitation in Part 2 of the Danish Copyright Act.

Copying may not replace but must solely be a supplement to purchasing published Materials. Copying should only take place if it is not possible or reasonable to procure the Material from a bookstore, online service etc. or directly from the rightsholders.

## PART 2:
## Use of Material in connection with artificial intelligence (AI)

### 2. 1. SCOPE OF LICENCE:

**'PART 2'** covers the Copying and Making Available of copyrighted, published Material when internally using artificial intelligence (AI).

This Licence thus permits the Copying of copyrighted Material and using it as Input for AI Tools. This Licence covers two usage scenarios:

1. Material may be Copied as Input in a conversation with an AI Tool.
2. Material may be Copied with the purpose of developing and using Specialised Chatbots.

This Licence exclusively extends to Input for AI tools and only for internal use for the Licensee in Denmark – within the following framework and terms of use defined in PART 2 and the Licence in its entirety. Please note that the cover is subject to certain limitations, including particularly in connection with the **Copying of newspapers** etc., see Clause 2.2.

**2.1.1. Definitions:**

a. "**AI**" is an abbreviation of "artificial intelligence".
b. "**Material**" means copyrighted literary works, e.g. books, book covers, pamphlets, journals, musical works in written form (sheet music), magazines, catalogues or literary works Made Available on websites. "Material" also covers pictures in connection with text as well as descriptive works, see section 1(2) of the Danish Copyright Act.
c. "**AI-tools**" mean a machine-based system that has been designed to operate with varying levels of autonomy and which, following commissioning, can exhibit adaptive behaviour and which – for explicit or implicit objectives – based on the input received, infers how to generate output. AI Tools can be chatbots such as ChatGPT and CoPilot or Specialised Chatbots with a RAG application (Retrieval Augmented Generation) that can be used for tasks such as e.g. analysis, automation and case processing, including summaries.
d. "**Input**" mean the act of Copying that takes place when the user prompts the AI Tool with copyrighted Material, e.g. attaching, uploading, copy-pasting or in any other way Copying Material into an AI Tool.
e. "**Chatbots**" mean AI Tools with a chat function used by the Licensee in a closed environment where nothing is shared with third parties.
f. "**Specialised Chatbots**" mean mean the chatbots established by the Licensee in the existing AI Tools used by the Licensee. The Specialised Chatbots must be established as part of these internal, closed environments where nothing is shared with third parties. Specialised Chatbots can be adapted to support subject-specific or technical requirements in the internal use. The adaptation is done by means of a RAG application (Retrieval Augmented Generation) enabling the Licensee to upload, Copy and Make Available Material, so that Specialised Chatbots can search the Material and use it to improve responses within specific subjects.
g. "**Output**" means any form of results, responses or content generated by an AI Tool in response to an Input.

**2.1.2. These Materials are covered:**

a. The Licence covers the Copying and Making Available of copyrighted, published Material.
b. This Licence applies to Danish works, i.e. Material created by authors domiciled in Denmark.

   As the repertoire is expanded to also covering foreign Material, this will appear from the website of Tekst & Node in connection with information about the agreements and about other communicative efforts.
c. Exempt is content from daily newspapers, weekly newspapers and their online editions, see Clause 2.2.a below.

**2.1.3. Permitted use of Material in AI Tools:**

a. Material may only be used in AI Tools for internal use in the individual business in Denmark.
b. The use of AI Tools as per Clauses 2.1.3.c and d below is, however, conditional upon the Licensee having lawful access to the Material and upon the copying thus taking place based on a lawful source.
c. Material may be Copied and used as Input in AI Tools, e.g. a Chatbot, to which the Licensee has a licence, always provided that the rules on limits are observed.
d. Provided that the rules on limits are observed, the Material may be Copied as Input for AI Tools with the purpose of developing and using Specialised Chatbots. The following applies specifically to Specialised Chatbots:

   - Specialised Chatbots must be established in the AI Tools to which the Licensee holds a licence. The Specialised Chatbots must be established as part of these internal, closed environments.
   - Specialised Chatbots must have the purpose of supporting subject-specific or technical requirements.
   - Only staff responsible for IT or licences may establish and upload Material to Specialised Chatbots.

e. The purpose of the Copying under c and d above is the generation of relevant responses and interactions within the Licensee's internal communication and processes, such as e.g. the generation of abstracts, analyses, general case processing, summaries and similar tasks.
f. The use of Material under c and d above may only take place in AI Tools when the AI Tool is limited to the Licensee's Employees. The AI Tool is made accessible through the Licensee's internal, closed IT environment through the use of an individual password or similar identification.

**2.1.4. This much may be Copied:**

a. Up to 20 % from each Material, but not more than corresponds to 20 pages of the same Material per Employee per year.
b. No matter how many pages the Material consists of, up to 4 pages of one Material may always be Copied.
c. No matter how many pages the Material consists of, reports, manuals, financial statements, instructions and pamphlets that are lawfully available to the general public on the Internet may be Copied in their entirety.

If the Licensee wishes to use Material to an extent or in a way beyond the scope of this Licence, the Licensee must obtain the separate consent of the rightsholders.

**2.1.5. Permitted use of Output from AI Tools:**

This Licence only applies to internal use with the Licensee. Output generated by means of AI Tools may only be used for internal use with the Licensee. Output may thus not form part of products, services and Material made available outside the Licensee. Similarly, Output may not be

systematically collected and stored in such a way as to establish content databases, nor may Output be used to Fine-tune, further develop or train AI Tools.

## 2.2. THIS LICENCE DOES NOT COVER:

a. **Newspapers:** Copying of daily newspapers and their online editions and weekly newspapers and their online editions are not covered by the Licence.
b. **Aggregation of Material:** This Licence does not permit the aggregation of Copied Material that will enable the creation of content databases or AI Tools based on larger parts of publications than stipulated in Clause 2.1 above. This means that aggregation is not permitted of Material that can compete with, replace or devalue commercially available publications or the publisher's possibilities of licencing such.
c. **Fine-tuning:** This Licence does not permit the use of Material for Fine-tuning, further developing or training AI Tools. Thus, Material may not be included in training data for existing or new language models. Copying of Material under Clauses 2.1.3.c and d above can only take place on the condition that the Material is not subsequently included in a training or Fine-tuning data foundation.
d. **Issued Prohibition:** The use of Material in AI Tools is not permitted where the rightsholder has issued an individual prohibition against exploitation of the Material. An updated list of rightsholders who have issued a prohibition is available on **www.fairlicens.dk/nf.**

**2.2.1. Licence and subscription arrangements**
The Copying and Making Available of Material under this Licence must respect any individual agreements concluded by the Licensee directly with rightsholders. For instance, this applies to licences to industry-specific AI Tools, subscription arrangements and agreements concerning electronic journals, books etc. Thus, such individual agreements shall take precedence over this Licence.

Rightsholders' general reservations regarding text and data mining, see section 11 b of the Danish Copyright Act, shall not prevent use under the Licence.

**2.2.2. Making Available Material to third parties:**
Material used as Input for an AI Tool may not be Made Available to or otherwise be transferred to third parties.

**2.2.3. In the style of:**
Material may not be Copied to an AI Tool with the purpose of generating Output based on existing works in such a way that the AI-generated Output or AI-assisted Output is in the style of existing works.

## 2.3. OBLIGATIONS OF THE LICENSEE:

**2.3.1. Obligations of the Licensee**
The Licensee is obliged to assist the Licensor in procuring information about Copied Material, see section 52 b of the Danish Copyright Act.

The Licensee is responsible for obtaining the requisite licences to AI Tools so that the framework of the Licence is respected. The Licensee is also obliged to ensure that access to the Material can be limited to the Licensee's Employees.

The Licensee must ensure that AI Tools are set to "no-training mode" or the like so that the Material is not used as training data. The Licensee must ensure that their Employees are informed about the framework of the Licence, including that the setting "no-training mode" must always be used.

**2.3.2 Transparency**
If receiving a request from the Licensor, the Licensee is, according to section 52 b of the Danish Copyright Act, obliged to provide an employee of the Licensor with insight into the use of AI Tools in connection with Material. This can be done by making available the Licensee's Employees for interviews or by allowing the Licensor's employee to access relevant Material.

The Licensee must ensure that a log, or another kind of specification, is kept of Material used as Input in Specialised Chatbots. This information must be stored as long as the Specialised Chatbot is available.

# PART 3:
# General provisions

## 3.1. GENERAL PROVISIONS

**'PART 3'** describes the general provisions of the Licence Terms, including: Payment obligation, overall obligation to provide information, notice obligations, rules governing breach and terms concerning commencement and termination etc.

## 3.2. OBLIGATION TO PAY

**3.2.1. Price and annual adjustment:**
The annual price of a Licence is fixed based on the Licensee's industry code and information about the number of full-time equivalents with the Licensee in Denmark. The number of full-time equivalents is taken from Virk.dk. The current price is available on **www.fairlicens.dk**.

Irrespective of the number of full-time equivalents, the minimum price of a Licence is DKK 650.00 per year (excl. VAT).

The price is adjusted every year at 1 January based on the index development in Statistics Denmark's Standardised Index of Average Earnings ("SBLON1") for Q2 in the preceding year.

**3.2.2. Terms of payment:**
At the beginning of each calendar year, the Licensor will obtain information about the number of full-time equivalents for the month of October in the preceding calendar year. This number will be the basis for the year's settlement.

The Licensor will then forward an invoice. The terms of payment are invoice date plus 30 days. If the payment deadline is not observed, default interest will be payable according to the Danish Interest Act.

## 3.3. THE PARTIES' OBLIGATIONS

The Licensor has an obligation to distribute funds received for the Licence to the rightsholders. This will take place in accordance with the distribution policies in force from time to time.

**3.3.1. The Licensor**
The Licensor has a duty to provide information to the Licensee insofar as the following is concerned:

a. Authorisations of extended collective licensing: The authorisations from the Danish Ministry of Culture are available on **www.tekstognode.dk**. Information about any changes is also available there.
b. Prohibitions issued: In the cases where a prohibition has been issued against the Copying or Making Available of Materials, an updated list of prohibitions is available on **www.fairlicens.dk/nf**.
c. Bilateral agreements on foreign mandates: The Licensor is obliged to make information about bilateral agreements available to the Licensee, including regarding foreign AI mandates. This information is available on **www.tekstognode.dk.**

**3.3.2. The Licensee:**

a. The Licensee must without undue delay give notice of any changes that impact the management, invoicing or compliance with the Licence.
b. The Licensee is responsible for informing its Employees about the terms of the Licence.
c. The Licensee is responsible for ensuring that their Employees observe the terms of the License.
d. The Licensee is obliged to assist the Licensor in procuring information about Copied Material, see section 52 b of the Danish Copyright Act, i.a. with a view to the distribution of remuneration to the rightsholders as well as in connection with examinations of copying patterns and consumption.

## 3.4. BREACH AND DAMAGES

a. The general remedies for breach under Danish law apply to this Licence.
b. If the Licensee is in breach of its obligations under this Licence, the Licensor may terminate the Licence with a notice of one (1) month. In case of material breach, the Licensor is entitled to terminate the Licence for breach with immediate effect. Termination of the Licence must take place in writing and stating the reason.
c. Damages for breach may be claimed irrespectively of whether or not the Licence is terminated for breach.
d. In concluding this Licence, the rightsholders have not waived the right of claiming damages and commencing proceedings directly against the Licensee for the Copying not permitted under this Licence.

## 3.5. INDEMNIFICATION AND DISPUTES

a. If the Licensee has Copied within the framework of this Licence, the Licensor is obliged to indemnify the Licensee in connection with any claim made against them by Danish or foreign rightsholders. If the Licensee is met with claims, such claims must be refused and referred to the Licensor. Claims cannot be settled without consultation of the Licensor. In case a claim is subject to a dispute, the Licensor is entitled to intervene.
b. The Parties undertake to attempt to settle any dispute between them arising out of or in connection with this Licence by negotiation. If negation does not lead to a solution, either of the Parties may bring the dispute before the ordinary courts of justice.

## 3.6. AMENDMENTS TO THE LICENCE

a. The Licensor may amend the terms of the Licence. Material amendments that are unfavourable for the Licensee must be communicated in writing with a minimum notice of three (3) months. The Licensee will be entitled to terminate the Licence according to Clause 3.7.c.
b. If, during the period of the agreement, new legislative provisions are adopted which concern the rules on Copying of copyrighted Material, such provisions shall apply if they are compatible with this Licence.

## 3.7. COMMENCEMENT

a. This Licence will come into force on the date of the Parties' signing of the Licence.
b. Part 2 of the Licence will be evaluated after a period of two (2) years and not later than by the end of 2028. General items to be evaluated are i.a. the Licensee's submission of Material used and the use of AI Tools covered.
c. Either of the Parties may terminate the Licence in writing with a notice of minimum six (6) months to expire on 30 June or 31 December.
d. If the authorisation from the Danish Ministry of Culture lapses, the Licence will automatically lapse.
e. If the Licence is terminated or lapses, all rights and obligations under the Licence will lapse.