

CONTENT LICENSING LANGUAGE TEMPLATE: LIMITED USE

The following content licensing language template is intended as an addendum for Archives that license archival material, especially for production purposes. This license is the result of a collaborative effort by members of the Trust in Archives Initiative (TAI).

The focus of this template is to ensure the preservation, integrity, and authenticity of the archival content. In cases where Artificial Intelligence (AI) manipulation is used, the template helps ensure that these changes are flagged, and a review is conducted to ensure compliance with standards established by the Archive.

Consideration was given to the fact that many standard post-production techniques (including but not limited to color correction, image stabilization, dirt and scratch reduction, etc.) are now being performed by assistive AI software. In many cases, Licensees may be unable to easily report whether the software used in post-production is "AI powered" or not.

For those Archives that may wish to outright prohibit any use of AI on their materials, please see the [Prohibited Use template here](#); TAI has provided both licenses as we recognize that Archives may license materials to projects with dramatically different publishing processes (such as a documentary or a museum catalogue).

Please note: The information contained on this site is provided for informational purposes only, and should not be taken as legal advice. Please have an attorney review before adding to your existing content licenses.

ADDENDUM FOR LICENSES ALLOWING FOR SOME AI USE

Licensor [name of institution] (referred to as “Licensor” below), maintains an archival collection (referred to as “Content” below), which Licensor makes available to licensees such as [name of client] (referred to as “Licensee” below) for use in its program (referred to as “Program” below). The Licensor wishes to make clear that, as a steward and conservator of archival material, maintaining the integrity and authenticity of the Content is the Licensor’s highest priority, and that the Licensee has a duty with respect to the handling of Content. This is especially important where the use of generative tools (e.g., Artificial Intelligence “AI”, or “smart” software) including but not limited to generative software, Large Language Models (LLMs), Small Language Models (SLMs), or Vision Language Models (VLMs) – referred to categorically as “AI software” below– is concerned.

The Licensor restricts the use of AI software on Content being licensed by Licensee. Any enhancement of Licensor’s visual Content beyond standard post-production (color correction, scratch and dust reduction, subtitling, etc.) by the Licensee must be disclosed and authorized; any enhancement of Licensor’s audio content beyond standard post-production (equalization, noise reduction, etc.) by the Licensee must be disclosed and authorized. Any AI software assisted enhancement that could affect the integrity of Licensor’s content (for example, adding detail or sharpening based on generative interpretation of visual artifacts; the addition of new, generative content to existing content; the addition of generative frames or handles to content; or the rendering of new speech or other audio based on existing material) is not permitted without written authorization by Licensor. Any enhancement to content in post-production by the Licensee that meets the above parameters must be disclosed, reviewed, and approved in writing by Licensor prior to publishing.

Furthermore, the Licensor does not permit the use of licensed Content, or any materials from its Content library, or associated metadata (including, without limitation, caption information, description, summary, or keywords) to be used for machine learning, data mining, or for training AI software, large or small language models, or other AI software tools. Furthermore, no permissions are granted to Licensee by Licensor, or to any third party or assignee, to train AI software on the Content as it appears in the Licensee’s Program.

If AI software is used to alter or enhance Content through mutual agreement by Licensor and Licensee, the Licensee will disclose the use in the credits of the Program consistent

with industry standards. (For examples, please refer to the Archival Producers' Alliance [crediting guidance](#)).

SCHEDULE A

Licensor will review Licensee's use of AI Tools on Content within [XX] Business days of request, Assets needed for approval process include:

- Before and after representations (such as screenshots, .movs, .mp3s) for ease of comparison
- Name of software used
- Date of AI manipulation, if known
- Prompts used, if applicable

CONTENT LICENSING LANGUAGE TEMPLATE: PUBLICATION PURPOSES

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The focus of this template is to ensure the preservation, integrity, and authenticity of the archival content by preventing the use of AI software on it. For those Archives that may allow for limited use of AI on their materials, please see [link to first license]; TAI has provided both licenses as we recognize that Archives may license materials to projects with dramatically different publishing processes (such as a documentary or a museum catalogue).

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ADDENDUM FOR LICENSES PROHIBITING AI USE

Licensor [name of institution] (referred to as "Licensor" below), maintains an archival collection (referred to as "Content" below), which Licensor makes available to licensees such as [name of client] (referred to as "Licensee" below) for use in its program (referred to as "Program" below). The Licensor wishes to make clear that, as a steward and conservator of archival material, maintaining the integrity and authenticity of the Content is the Licensor's highest priority, and that the Licensee has a duty with respect to the handling of Content. As such, the use of generative tools (e.g., Artificial Intelligence "AI", or "smart"

software) including but not limited to generative software, Large Language Models (LLMs), Small Language Models (SLMs), or Vision Language Models (VLMs) – referred to categorically as “AI software” below – is prohibited on the Content being licensed by Licensee.

Furthermore, the Licensor does not permit the use of licensed Content, or any materials from its Content library, or associated metadata (including, without limitation, caption information, description, summary, or keywords) to be used for machine learning, data mining, or for training AI software, large or small language models, or other AI software tools. Furthermore, no permissions are granted to Licensee by Licensor, or to any third party or assignee, to train AI software on the Content as it appears in the Licensee’s Program.

If there is an intent to use AI software on licensed Content, the Licensee must receive prior approval from the Licensor. In the event that the Licensor believes that Licensee has breached this agreement, the Licensor shall provide written notice outlining the alleged breach and the reasonable steps that must be taken to remedy it (within x amount of time).