Tāwhia Copyright Aotearoa

INFO WEBINAR · TUE 17 NOVEMBER

FOR AUTHORS, PUBLISHERS, AND PARTNERS

AI Input Licence

What we're exploring, what the licence looks like, and what we need to learn from you.

Presented by Sam Irvine and Daniel Watterson

Why we're here today

Context

Why it matters, and what's happening overseas

The licence

What it allows, and what it doesn't

The surveys

Who holds AI rights, and who wants in

Next steps

The pilot, and when to expect it

AI and copyright: why this matters now

91%

AI is already at work

That's how many NZ organisations use some form of AI, up from 66% in 2024.

In the UK, 78% of professionals use generative AI at work.

2027

New rules are coming

The NZ Cabinet has asked for advice on a copyright framework for generative AI, due by March 2027.

Licensing

Gives creators a say

A licence turns unchecked use into permitted, paid use, on terms that protect your work.

Sources: Datacom State of AI Index, August 2026; CLA, April 2026; University of Auckland, August 2026.

Why licence?

WITHOUT LICENSING

Reduced incentives to create

Creators lose credit, control, and compensation.

Launder, not licence

Supply is met by pirating, not publishers.

Market collapse

Value shifts away from the people who make the work.

A sector at risk

Arts and creative work adds $17.5b to NZ's economy.

WITH LICENSING

For creators and publishers

Credit, control, and compensation for your work.

For licence holders

Cleared rights and certainty. No legal risk.

For the market

Quality content is valued and paid for.

For society

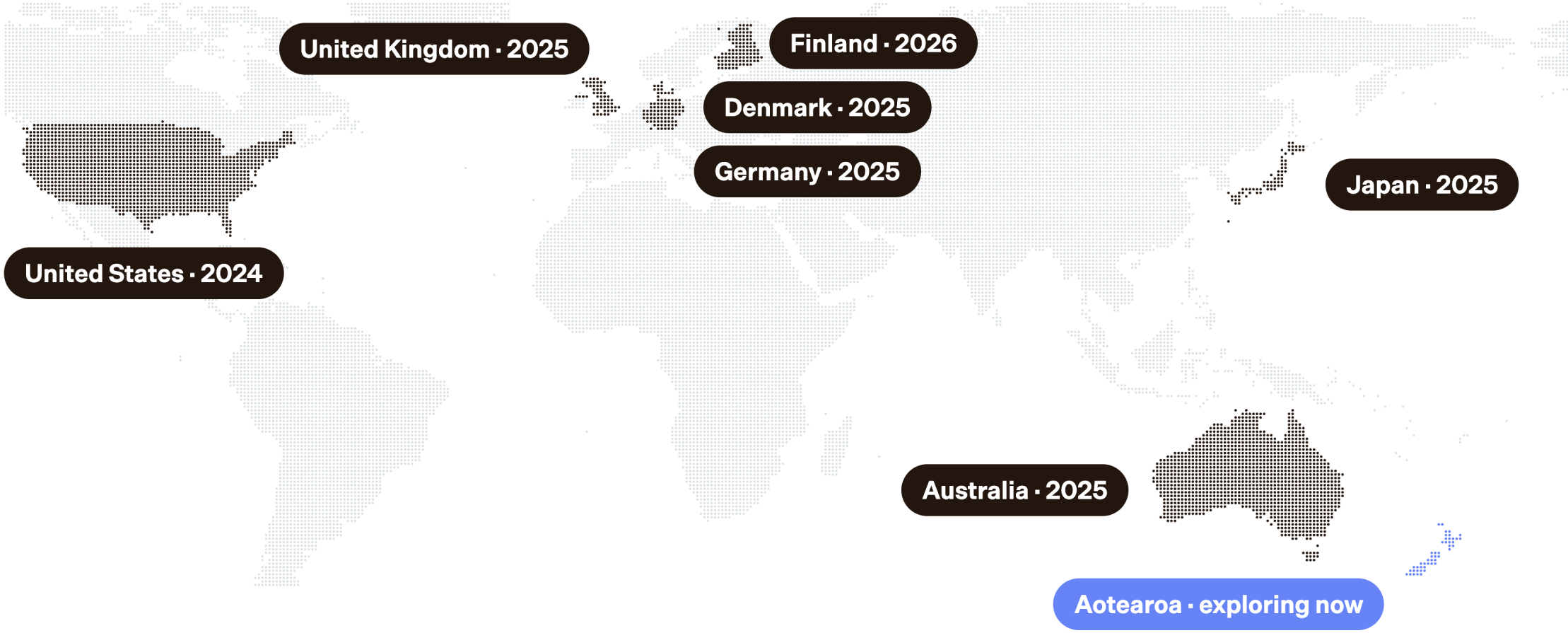
The incentive to create and share stays intact.

If licensing isn't available, governments are more likely to create exceptions instead.

Sector figure: Manatū Taonga, 2024.

We're not alone in exploring this

Collective licensing bodies overseas already offer workplace AI licences.



Sources: CCC, CLA, Tekst & Node, VG WORT, Kopiosto, JAC, Copyright Agency. Correct as at October 2026.

OUR POSITION

Pro AI.
Pro copyright.

Pro AI

AI tools are part of everyday work, and we support using them responsibly.

Pro copyright

Creators should be asked, credited, and paid when their work is used.

Licensing is the bridge

It gives organisations clear permission, and pays the people behind the work.

A position shared by collective licensing organisations worldwide, through IFRRO.

WHAT AN AI PROMPT LICENCE LOOKS LIKE

This is not a licence to train AI.

Organisations could only use AI tools that don't train their models on what's put into them, and could never use your work to train AI themselves.

What would be licensed

- **Opted-in works only**
  Nothing is included by default. If you don't opt in, your works aren't covered.
- **Approved AI tools only**
  Tools that don't train their models on what's put into them, with training switched off.
- **Mainly internal use**
  For briefings, reports, and staff training. Limited external use must cite your work.
- **Extracts, used as AI prompts**
  Staff can put extracts into an AI tool to summarise, refine, analyse, or collate.
- **Lawful access only**
  Works must be bought, subscribed to, or legally accessed. No getting around paywalls.

Planned as an add-on to our Business and Government licences, with universities under consideration.

What would not be allowed

Training AI
Your work and any outputs can't be used to train or fine-tune AI.

Competing with your work
Outputs can't compete with your work or replace buying it.

Republishing your work
Nothing shared externally can include a substantial part of it.

Altering your work
No changing its meaning, removing copyright notices, or bypassing protections.

Products and services
AI outputs can't form part of an organisation's products or services.

Imitating style
No outputs that mimic an author's distinctive style or voice.

Archiving outputs
AI outputs can't be stored to build a library or database.

Your safeguards



You stay in control

You keep full ownership. Opting in is your choice, and you can ask to opt out at any time.



Compliance

Organisations must share our compliance guidelines with staff. We have the right to access or audit use.

A breach can end their licence, and void the protection it gives.



How you get paid

Fees distributed to rightsholders, following international best practice and informed by data.

Details to be confirmed

What we're still working through

Time to launch

Systems for opting in and checking what's licensed need to be built first.

Time to payment

Payments can only follow once licences are sold and usage data comes in.

Compliance checking

A novel field. International practices are developing. May require trust, balance, and strong relationships with licence holders.

Who controls the rights?

Where contracts are implied or silent, we need a fair way to confirm who can opt in.

WHY WE'RE ASKING

We want to understand who holds AI rights in New Zealand publishing.

Some publishers have told us their agreements now include AI rights. But many contracts were signed before AI existed, so we need to know what those agreements say before we can license anything.

How do your contracts deal with AI rights?

Explicit

The contract names AI uses expressly, granting or reserving them.

Clear who can opt in

Implied

Broad wording that could cover AI, like "for any and all purposes" or "any and all rights in the work".

Open to interpretation

Silent

The contract doesn't mention AI, often because it predates it.

Unclear who can opt in

We're starting with works where AI rights are explicit.

The rightsholder survey: what we'll ask

1

Do you hold AI rights?

Yes, no, or unsure.

2

How do you know?

Explicit, implied, or silent in your contracts.

3

Can you share the wording?

Example contract clauses. Optional and confidential.

4

Want to opt in?

If your rights are explicit, tell us you're interested.

Takes about 5 minutes. Link in your email.

Anonymous, unless you share your details to opt in.

Wider market research: sample questions

Authors

VIA NZSA

1. Do your agreements cover AI rights?
2. Who controls AI use of your work?
3. Has your work been used to train AI?
4. Has your publisher talked to you about AI?
5. Would you opt your work in to the licence?

Publishers

VIA PANZ

1. Do your agreements grant you AI rights?
2. Have you updated your contract for AI rights?
3. Have AI companies approached you to license?
4. Do you talk to your authors about AI?
5. Would you want the works you publish opted in?

FOR BOTH · AGREE OR DISAGREE

Part of the evidence we're gathering for government advocacy

- → Creators should be asked before their work is used with AI.
- → AI developers should have to disclose which works they train on.
- → Creators should be paid when their work is used with AI.
- → There should be no new copyright exceptions for AI training.

WHAT WE'LL DO WITH THE RESULTS

Your answers, put to work.

A report for the sector

We'll publish the anonymised results, so everyone can see where Aotearoa stands.

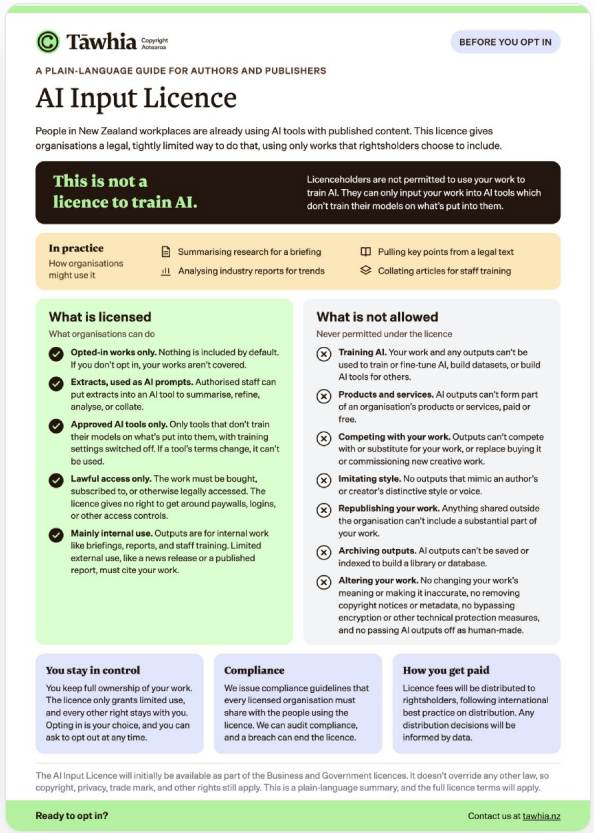
Evidence for government

We're advising government on the Copyright Act review and its work on AI.

Our position

Licensing that works, creators who get paid, and clear law that backs both.

What happens next



Tāwhia Copyright Aotearoa

BEFORE YOU OPT IN

A PLAIN-LANGUAGE GUIDE FOR AUTHORS AND PUBLISHERS

AI Input Licence

People in New Zealand workplaces are already using AI tools with published content. This licence gives organisations a legal, tightly limited way to do that, using only works that rightsholders choose to include.

This is not a licence to train AI.

Licenceholders are not permitted to use your work to train AI. They can only input your work into AI tools which don't train their models on what's put into them.

In practice
How organisations might use it

- Summarising research for a briefing
- Analysing industry reports for trends
- Pulling key points from a legal text
- Collating articles for staff training

What is licensed

What organisations can do

- **Opted-in works only.** Nothing is included by default. If you don't opt in, your works aren't covered.
- **Extracts, used as AI prompts.** Authorised staff can put extracts into an AI tool to summarise, refine, analyse, or collate.
- **Approved AI tools only.** Only tools that don't train their models on what's put into them, with training settings switched off. If a tool's terms change, it can't be used.
- **Lawful access only.** The work must be bought, subscribed to, or otherwise legally accessed. The licence gives no right to get around paywalls, logins, or other access controls.
- **Mainly internal use.** Outputs are for internal work like briefings, reports, and staff training. Limited external use, like a news release or a published report, must cite your work.

What is not allowed

Never permitted under the licence

- **Training AI.** Your work and any outputs can't be used to train or fine-tune AI, build datasets, or build AI tools for others.
- **Products and services.** AI outputs can't form part of an organisation's products or services, paid or free.
- **Competing with your work.** Outputs can't compete with or substitute for your work, or replace buying it or commissioning new creative work.
- **Imitating style.** No outputs that mimic an author's or creator's distinctive style or voice.
- **Republishing your work.** Anything shared outside the organisation can't include a substantial part of your work.
- **Archiving outputs.** AI outputs can't be saved or indexed to build a library or database.
- **Altering your work.** No changing your work's meaning or making it inaccurate, no removing copyright notices or metadata, no bypassing encryption or other technical protection measures, and no passing AI outputs off as human-made.

You stay in control

You keep full ownership of your work. The licence only grants limited use, and every other right stays with you. Opting in is your choice, and you can ask to opt out at any time.

Compliance

We issue compliance guidelines that every licensed organisation must share with the people using the licence. We can audit compliance, and a breach can end the licence.

How you get paid

Licence fees will be distributed to rightsholders, following international best practice on distribution. Any distribution decisions will be informed by data.

The AI Input Licence will initially be available as part of the Business and Government licences. It doesn't override any other law, so copyright, privacy, trade mark, and other rights still apply. This is a plain-language summary, and the full licence terms will apply.

Ready to opt in? Contact us at tawhia.nz

Read the guide, then take the survey.

Takes about 5 minutes. Links in your email soon.

Earliest launch is late 2027 or 2028, starting with a pilot.

Dates are indicative and subject to change.