

DCU CREATOR CONTRIBUTION LICENCE AND MEMBER RIGHTS MANDATE

Status: Proposed contractual framework for discussion and member adoption. This document has not been reviewed or approved by a solicitor. It should be reviewed by a solicitor qualified in England and Wales intellectual property and commercial licensing law before DCU relies on it as its definitive agreement.

UK Edition

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1. Purpose

The DCU Creator Contribution Licence and Member Rights Mandate (“Agreement”) establishes the contractual framework under which a creator or other rights holder (“Member”) may authorise Digital Creators Union (“DCU”) to identify, discuss, negotiate and, where expressly authorised, license specified uses of works and related rights controlled by that Member.

DCU is a creator-led initiative seeking to develop fairer and more transparent approaches to the commercial use of creator content in the digital and artificial intelligence economy.

This Agreement does not transfer ownership of copyright or other intellectual property rights from the Member to DCU.

It does not automatically create an obligation on any third party to pay for use of a Member’s work.

It does not override any existing contract, platform terms, employment agreement, client agreement, publishing agreement, commissioning agreement, collective licensing arrangement or other legal obligation that applies to the Member or the relevant work.

Any commercial licence negotiated with a third party will be subject to the rights actually controlled by the relevant Member and the terms of the agreement reached with that third party.

2. Definitions

For the purposes of this Agreement:

“**DCU**” means Digital Creators Union and any lawful successor, entity or licensing structure established by it for the purposes described in this Agreement.

“Member” means the individual or organisation accepting this Agreement.

“Work” means an original literary, artistic, photographic, audiovisual, musical, audio, video, software, database or other copyright work, or other material, in which the Member owns or controls relevant rights.

“Rights” means copyright, performers’ rights and other intellectual property or related rights that the Member is legally entitled to license or authorise.

“Commercial AI Use” means the use of a Work, or relevant rights in a Work, in connection with the development, training, fine-tuning, evaluation, testing, operation, improvement, monetisation or provision of a commercial artificial intelligence system, model, dataset or related service.

“Commercial Use” means use of a Work for a commercial purpose, including advertising, marketing, product development, commercial research, data products, enterprise services or other revenue-generating activity.

“Mandate” means the authority granted by the Member to DCU under this Agreement and any applicable Schedule or separate written instruction.

“Licensee” means a person or organisation that obtains a licence or other permission from the Member through DCU or from DCU acting within authority granted by the Member.

3. Ownership remains with the Member

3.1 The Member retains ownership of all copyright and other Rights owned by the Member.

3.2 Nothing in this Agreement constitutes an assignment or transfer of copyright.

3.3 DCU does not acquire ownership of a Member’s Works merely because the Member joins DCU or signs this Agreement.

3.4 The Member remains responsible for determining whether the Member owns or controls the Rights necessary for any proposed licence.

3.5 Where ownership or control is shared, restricted or subject to another agreement, the Member must not authorise DCU to license Rights beyond those the Member is legally entitled to control.

4. What the Member may authorise

Subject to the Member’s ownership and control of the relevant Rights, the Member may authorise DCU to:

- a. identify organisations that may be commercially using or seeking to use creator content;
- b. investigate potential licensing opportunities;
- c. communicate with prospective licensees;

- d. discuss licensing terms;
- e. negotiate commercial terms on the Member's behalf;
- f. negotiate collective or multi-member licensing arrangements where appropriate;
- g. seek information concerning the nature, scope and commercial purpose of proposed use;
- h. negotiate remuneration, reporting, attribution, restrictions and other contractual protections; and
- i. perform related administrative functions reasonably necessary to implement an agreed licence.

5. No automatic grant of commercial AI rights

Membership of DCU does not itself grant any third party permission to:

- a. train an AI model using a Member's Work;
- b. fine-tune an AI model using a Member's Work;
- c. reproduce a Member's Work for commercial AI purposes;
- d. incorporate a Member's Work into a commercial dataset;
- e. use a Member's Work in a commercial AI product;
- f. use a Member's Work for commercial advertising or marketing beyond rights otherwise granted; or
- g. undertake any other commercial use requiring permission from the relevant rights holder.

Any such use must be authorised by the relevant rights holder or otherwise fall within an applicable legal exception or other lawful basis.

The legal position concerning particular AI uses may depend on the facts, jurisdiction and applicable law.

6. Basic platform display

Nothing in this Agreement is intended to interfere with ordinary use of a platform where a Member has independently agreed to platform terms that permit the platform to display, host or distribute the Member's content.

The Member's existing contractual relationship with a platform remains separate from this Agreement.

DCU does not represent that joining DCU cancels, overrides or modifies platform terms already accepted by the Member.

7. Commercial licensing categories

Subject to the Member's express authorisation and Rights, DCU may seek to negotiate licences concerning one or more of the following categories:

7.1 AI training

Use of Works for training commercial AI models or systems.

7.2 AI fine-tuning

Use of Works to adapt, customise or fine-tune an existing AI model or system.

7.3 AI evaluation and testing

Use of Works for testing, benchmarking, evaluation, safety assessment or other commercial model evaluation.

7.4 Commercial datasets

Inclusion, reproduction, indexing or distribution of Works within commercial datasets or data products.

7.5 Enterprise AI products

Commercial use of Works in products or services supplied to businesses or other organisations.

7.6 Advertising and marketing

Commercial advertising, promotional or marketing use beyond the permissions already granted by the Member.

7.7 Other commercial uses

Any other use specifically identified and authorised by the Member.

8. Non-exclusive nature of the framework

Unless expressly agreed otherwise in writing:

8.1 Any authority granted to DCU is non-exclusive.

8.2 The Member may independently negotiate or license the same Rights.

8.3 The Member should notify DCU where a separate licence may materially conflict with a DCU negotiation.

8.4 DCU must not represent that it has exclusive control of a Member's Rights unless a separate written agreement expressly provides for that exclusivity.

9. Member control

The Member retains the right to determine whether a particular commercial licensing opportunity should proceed where DCU's mandate requires Member approval.

Unless the Member has expressly granted DCU authority to conclude a licence without further approval, DCU must obtain the Member's approval before entering into a binding commercial licence on the Member's behalf.

Where a proposed collective licensing arrangement is intended to apply to multiple Members, DCU will specify the mechanism by which individual Member consent is obtained.

10. Licensing terms

A proposed commercial licence should, where applicable, identify:

- a. the Works or categories of Works covered;
- b. the relevant Rights;
- c. the permitted use;
- d. the identity of the Licensee;
- e. the purpose of the use;
- f. the territory;
- g. the duration;
- h. whether the licence is exclusive or non-exclusive;
- i. whether sublicensing is permitted;
- j. attribution requirements;
- k. restrictions on further use;
- l. reporting and transparency requirements;
- m. remuneration;
- n. payment timing;
- o. audit or verification rights where appropriate;
- p. termination rights; and
- q. any other material commercial or legal conditions.

The existence of a DCU mandate does not itself constitute a commercial licence to a third party.

11. Remuneration

Where DCU negotiates a commercial licence resulting in revenue attributable to a Member's Rights, the applicable commercial agreement, Member terms or distribution policy will determine how that revenue is allocated.

DCU may deduct reasonable and disclosed administrative, legal, collection or other agreed costs before distribution where such deductions are authorised under the applicable terms.

DCU will not guarantee that any Member will receive payment.

The amount of any payment may depend upon:

- a. whether a licence is successfully negotiated;
- b. the Rights actually controlled by the Member;
- c. the commercial value of the relevant Works;
- d. the terms agreed with the Licensee;
- e. applicable costs and deductions; and
- f. the applicable distribution methodology.

12. No guarantee of licensing income

The Member acknowledges that DCU is a developing initiative.

DCU does not guarantee:

- a. that a third party will request a licence;
- b. that a licence will be negotiated;
- c. that a third party will accept DCU's proposed terms;
- d. that any Work will be licensed;
- e. that a Member will receive any particular amount of money; or
- f. that any proposed licensing framework will be adopted by the market.

13. Member warranties

The Member represents, to the best of the Member's knowledge and belief, that:

- a. the Member has the legal capacity to enter into this Agreement;
- b. the Member will only authorise DCU in relation to Rights that the Member owns or controls;
- c. the Member will disclose any material restrictions known to the Member that affect those Rights;

- d. the Member will not knowingly provide DCU with false ownership information; and
- e. where the Work involves third-party material, co-authors, employees, contractors, clients, publishers, stock assets, music, performances or other rights holders, the Member will take reasonable steps to identify relevant restrictions.

14. Third-party rights

A Member may not authorise DCU to license Rights belonging to another person without appropriate authority.

Examples may include:

- a. commissioned work;
- b. work created in employment;
- c. joint works;
- d. music or recordings containing third-party rights;
- e. stock photography or stock media;
- f. licensed fonts or software;
- g. client-owned intellectual property;
- h. publisher-controlled rights;
- i. agency-controlled rights; and
- j. material subject to contractual restrictions.

Where uncertainty exists, the relevant Work should be excluded from a proposed licence until ownership or authority has been established.

15. Moral rights

Nothing in this Agreement requires a Member to waive moral rights unless a separate written agreement expressly provides otherwise.

Where applicable, licensing arrangements should address attribution and integrity rights separately.

16. Member withdrawal

Subject to any existing commercial licence or binding commitment already entered into under the Member's authority, a Member may withdraw or modify the Member's mandate by providing written notice to DCU.

Withdrawal will not automatically terminate a licence already granted to a third party.

DCU will take reasonable steps to ensure that future licensing negotiations reflect the Member's withdrawal.

17. Existing licences

The Member should identify material existing licences or agreements that may affect the Rights covered by a proposed DCU mandate.

DCU is not responsible for determining the full legal effect of contracts entered into by the Member with third parties.

18. Transparency

Where DCU enters into a commercial licensing arrangement affecting a Member, DCU should provide the Member with reasonable information concerning:

- a. the Licensee;
- b. the licensed use;
- c. the relevant Rights;
- d. the licence period;
- e. the remuneration structure; and
- f. material restrictions.

The extent of information provided may be limited where confidentiality obligations prevent disclosure of particular commercial terms.

19. Data and records

DCU may maintain records reasonably necessary to administer memberships, mandates, licensing negotiations, payments and compliance.

Personal information will be handled in accordance with DCU's applicable privacy notice and data protection obligations.

20. No representation of statutory status

DCU's Creator Contribution Licence is a contractual framework developed by DCU.

It is not:

- a. a statutory licence;
- b. a government-issued licence;
- c. an automatic collective licence;
- d. an extended collective licence;
- e. a substitute for copyright ownership;
- f. a declaration that any particular use of content is unlawful; or
- g. a guarantee that a third party must enter into a licence.

DCU will not describe this Agreement as creating rights that it does not legally possess.

21. Relationship with UK copyright law

This Agreement operates subject to applicable law.

UK copyright law gives rights holders the ability to license rights they own or control, while specific copyright exceptions and contractual arrangements may affect particular uses. The legal position concerning AI training and other AI-related uses may develop over time.

Nothing in this Agreement is intended to make a definitive legal determination about whether a particular use of a Work infringes copyright.

22. Changes to the framework

DCU may propose amendments to this framework as the law, technology and licensing market develop.

Material changes affecting an existing Member's substantive rights or obligations should be communicated to Members.

Where a proposed change materially expands the authority previously granted by a Member, DCU should obtain appropriate additional consent.

23. Governing law

This Agreement is governed by the law of England and Wales unless another governing law is expressly agreed in writing.

The courts of England and Wales shall have jurisdiction over disputes arising from this Agreement, subject to any mandatory rights of the parties under applicable law.

24. Important notice to Members

This Agreement is intended to provide a practical framework for creator-led licensing.

Members should not assume that they own every right connected with everything they create or publish.

Before authorising DCU to negotiate a commercial licence, Members should consider:

1. who owns the copyright;
2. whether an employer owns or controls the work;
3. whether a client owns or controls the work;
4. whether another person contributed to the work;
5. whether platform terms apply;
6. whether publisher, agency or commissioning terms apply;
7. whether third-party material is incorporated;
8. whether another licence has already been granted; and
9. whether the Member has authority to grant the proposed rights.

Where the ownership or legal position is uncertain, the Member should obtain independent legal advice.

25. Acceptance

By accepting this Agreement, the Member confirms that:

- a. the Member has read and understood the framework;
 - b. the Member understands that DCU does not guarantee licensing income;
 - c. the Member understands that membership does not automatically grant DCU ownership of the Member's copyright;
 - d. the Member will only authorise DCU in relation to Rights the Member owns or controls; and
 - e. any additional commercial licence will be subject to the applicable licensing terms and required authority.
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26. Separate Member Rights Mandate

MEMBER RIGHTS MANDATE

The following mandate is separate from general membership. Becoming a founding member does not itself grant DCU authority over a creator's rights. The mandate should be completed only for rights and commercial uses the creator wishes DCU to explore and negotiate.

Member name: _____

Date: _____

Creator / business: _____

Rights categories I authorise DCU to explore

- ☐ Written works
- ☐ Photography
- ☐ Visual art
- ☐ Video
- ☐ Audio
- ☐ Music
- ☐ Software / code
- ☐ Other: _____

Commercial uses I authorise DCU to explore

- ☐ AI training
- ☐ AI fine-tuning
- ☐ AI evaluation / testing
- ☐ Commercial datasets
- ☐ Enterprise AI products
- ☐ Advertising / marketing
- ☐ Other commercial uses: _____

Authority

I confirm that, to the best of my knowledge, I own or control the Rights I am authorising DCU to explore and negotiate.

I understand that I remain responsible for identifying contractual or third-party restrictions affecting those Rights.

I understand that DCU may investigate and negotiate potential licensing opportunities but does not automatically have authority to conclude a binding commercial licence on my behalf unless I expressly grant that authority.

Member signature / electronic acceptance: _____

Date: _____

IMPORTANT

This document is a proposed contractual framework for DCU.

It should be reviewed by a solicitor qualified in UK intellectual property, copyright and commercial licensing law before being used as the final operative agreement.

The final version should also be reviewed against DCU's intended legal structure, membership structure, data protection arrangements, payment/distribution model and any future collective licensing activity.