

Agreement on the use of copyright-protected material in the training of Norwegian language models

between

[The National Library of Norway](#)

on the one hand,

and

[Kopinor](#)

on behalf of

the members of the Norwegian Authors' Union, the Norwegian Publishers' Association, Writers Guild of Norway, The Norwegian Specialized Press Association, Norwegian Association of Fine Art Photographers, Norwegian Society of Authors, Grafill – the Norwegian Organisation for Visual Communication, Norwegian Media Businesses' Association, Norwegian Music Publishers' Association, NOPA Norwegian society of composers and lyricists Norwegian Association of Professional Photographers, Norwegian Non-Fiction Writers' and Translators' Association, Norwegian Union of Journalists, Norwegian Society of Composers, Norwegian Critics' Association, Norwegian Association of Literary Translators, Association of Norwegian Editors, Norwegian Comedy Writers' Association, Norwegian Association of the Periodical Press, Norwegian Writers for Children, Association of Norwegian Visual Artists, Norwegian Association of Arts and Crafts, and New Music Composers' Group

on the other hand.

Background

In response to the development of generative artificial intelligence dominated by global technology giants, largely based on unlawful use of copyrighted works, Norwegian authorities have sought to develop a national infrastructure for artificial intelligence anchored in Norwegian law.

There is broad political consensus that a key component of such an infrastructure will be the development of Norwegian language models based on Norwegian and Sámi language, history, and culture. The language models shall reflect Norwegian experience and knowledge production, while safeguarding the economic and moral interests of Norwegian rightsholders. Such models may have significant societal value as a basis for public and private service development.

Through its research project *Mímir*, the National Library has established the substantial value of using copyright-protected material as training data for machine learning. On this basis, the National Library and Kopinor have agreed on the terms for the use of the National Library's collections of protected publications for such machine learning.

1. Purpose

The purpose of this agreement is to permit the establishment of a set of training data consisting of copyright-protected content and its use by the National Library to train, develop, maintain, and share Norwegian language models with the public. In this way, the public sector seeks to ensure an openly accessible foundation for public and private service development based on language models that safeguard Norwegian language and culture.

At the same time, the agreement shall ensure that the moral and economic interests of the rightsholders are safeguarded and not impaired, and that the rightsholders are compensated for the use of their material for training purposes.

2. Scope of the agreement

This agreement applies to the reproduction and use of text for the National Library's training of language models from copyright-protected press publications published in Norway up to one year from the date of publication.

Excluded from the permission are:

- Publications and individual articles that members of the Norwegian Media Businesses' Association have assessed as eligible for exclusion pursuant to Section 16 of the agreement;
- Illustrations, photographs, audio, moving images, and other visual material;
- Text from specialised press publications, magazines, and weekly press.

The agreement also grants the National Library, and in special cases others, the right to make available models trained for use in accordance with this agreement, subject to the attached license terms.

Excluded from the permission are the training and dissemination of specialised language models capable of delivering media and news services.

3. Further details on the relevant rightsholders

The permission applies to Norwegian publications whose rightsholders are represented by Kopinor.

Provided that Kopinor is approved by the Norwegian Industrial Property Office as a representative organisation within the scope of this agreement, pursuant to the provision on extended collective licensing in the Copyright Act (Section 63, second paragraph), the National Library shall also be permitted to use published, protected material created by rightsholders not represented by Kopinor.

4. Definitions

For the purposes of this agreement:

- **Foundation models** mean general language models for generative artificial intelligence that are not post-trained for a specific service purpose.
- **Training** means the process of training software based on data (training data), also referred to as machine learning. The training process includes all necessary operations, including training itself, evaluation, and adaptation.
- **Pre-training** means the training process for building foundation models.
- **Post-training** means further training based on more specialised training data, either to ensure the quality of foundation models or as the development of specialised models.
- **Specialised models** mean models that are based on foundation models but are additionally trained on specialised or domain-specific data for a specific service purpose.
- **Services** mean interfaces through which users or other machines interact with one or more foundation models and/or specialised models.
- **Adaptation** means ensuring that models perform within desired parameters.
- **Training corpus** means one or more datasets produced by the National Library consisting of the rightsholders' press publications for use in training language models.
- **Base models** mean architectures or pre-trained models on which the National Library trains foundation models.

5. License for training

Subject to the terms and conditions of this agreement, the National Library is granted a non-exclusive license to use the relevant parts of the publications as set out in Section 2 of the agreement to produce one or more training corpora.

The training corpora may be used for the National Library's own training of various language models, including post-training necessary to ensure quality and avoid bias in the fundamental characteristics of general language models.

Ownership and usage rights to the language models, as modified after training, are governed by Sections 7 to 10.

The National Library shall not train models in a manner contrary to the interests of the rightsholders as described in the purpose of the agreement. This limitation also applies to research institutions that distribute models under this agreement, cf. Section 8.

6. The national library's discretion in training

The National Library shall determine which publications are used in the training of the various language models.

7. Sharing of language models

The National Library may share trained language models under royalty-free, non-exclusive terms of use (license) for third-party use. The license under which the models are made available is set out in Appendix 1 to this agreement.

Clause 4(d) of the license terms in Appendix 1 does not apply to publishers/publisher groups covered by this agreement, provided they have not exercised their right of reservation pursuant to Section 16.

The language models shall be documented in accordance with public requirements.

The trained language models may be shared for internal research activities at research institutions and in research projects conducted in cooperation between research institutions without agreed terms of use (license terms). Research institutions may only share the models, in original or modified form, on the same terms and under the same license as the National Library's models.

8. Sharing of language models trained in or for research

Where the National Library allows Norwegian universities to train language models for research purposes using material covered by this agreement, such institutions are granted the right to share the language models on the same terms as the National Library. The models must be shared under the same license as the National Library's models, cf. Section 7.

The institutions' right to share language models pursuant to this section applies only where the National Library has lawful authority to share the corpus for training under law, regulation, or agreement.

9. Sharing of training corpora with other third parties

This agreement does not grant the National Library the right to share the training corpus with third parties. Sharing with third parties must be based on agreements with the rightsholders.

Where a third party has obtained the necessary permission from the rightsholders, the National Library shall, subject to further agreement, facilitate the delivery of training data/training corpora to the third party for service development. The National Library may similarly assist a publisher or publisher group in gaining access to their own content for their own service development.

10. Rights to training corpora and models

Nothing in this agreement shall limit the rightsholders' ownership of, or intellectual property rights in, the training corpus and the press publications included in the training corpus.

The rightsholders shall not acquire ownership of any language models developed using the training corpus under this agreement.

11. Responsibility for pre-training of base models

This agreement is limited to regulating the National Library's training of language models on the data governed by this agreement. It does not affect any pre-training that the base models used by the National Library may have undergone.

12. Monitoring of third parties – potential infringements

The National Library undertakes to actively monitor any breaches of the terms of use, either on its own initiative or following notice from Kopinor. If breaches are identified, the National Library shall take necessary measures to stop the unlawful use. This includes issuing written warnings and, if these are not complied with, terminating the license of the relevant party. The National Library shall inform Kopinor without undue delay of any breaches and the measures taken. The parties agree that the rightsholders have the right and opportunity to pursue any breaches of the terms of use. In this context, the National Library undertakes to assist the rightsholders, including through dialogue and by providing relevant documentation available to the National Library that can be shared by simple means and that it is authorized to share.

13. Data protection

The National Library shall act as an independent data controller with respect to the processing of personal data carried out as part of the cooperation regulated by this agreement. Both parties acknowledge that they shall comply with all applicable laws and requirements and, where necessary, enter into a separate legal agreement regarding the transfer and/or processing of personal data, pursuant to the EU General Data Protection Regulation (2016/679) (GDPR).

14. Data security

While the training corpus is in the possession or under the control of the National Library, the National Library shall implement and maintain reasonable physical, administrative, and technical security measures to protect the training corpus against accidental or unauthorized access, disclosure, use, or alteration.

The National Library shall notify the rightsholders without undue delay of any unauthorized access, disclosure, use, or alteration of the training corpus and cooperate with the rightsholders to remedy and resolve the security breach in a manner satisfactory to the rightsholders.

The National Library shall not specifically facilitate the identification of any individual based on anonymized or de-identified personal data included in the training corpus.

15. Content and quality of the training corpus

The National Library will gain access to the rightsholders' press publications for the purpose of producing one or more training corpora on an "as is" basis and may use the data accordingly.

16. Right of reservation

Affected rightsholders shall have the right to exclude their works from the agreement, either prior to the agreement's entry into force or subsequently, with effect for future training.

The parties shall agree on detailed procedures for handling reservations. Rightsholders may produce a list of articles or other material included in the training corpus that must be removed due to data protection concerns, defamation, copyright infringement, or other reasons deemed relevant by the rightsholders. Material on the list shall have clear identification markers.

The list shall be updated every three months, and the National Library is obliged to review the list at that time and remove all listed items from the training corpus. The National Library shall maintain an overview of articles/items deleted from the training corpus and ensure consistency with the rightsholders' list. Rightsholders shall be granted access to the National Library's list upon request.

17. Remuneration

An annual total remuneration of NOK 45,000,000 (in 2026) shall be paid for the use of protected material under this agreement.

The remuneration shall be index-adjusted, first effective for the 2027 remuneration, and thereafter annually as of 31 December, in accordance with changes in Statistics Norway's Consumer Price Index or any successor index. The adjustment shall be based on the change in the Consumer Price Index from 15 October of the previous year to 15 October of the current year, and correspondingly for subsequent years.

The remuneration shall fall due annually no earlier than 30 June. Kopinor shall issue an invoice with a 30-day payment deadline.

18. Breach and compensation

In the event of breach of the agreement, a cure period of 30 days shall apply from receipt of written notice.

If a party materially breaches the agreement and the breach is not remedied, the other party may terminate the agreement with immediate effect. Termination shall be declared in writing, stating the grounds for termination. Compensation for breach may be claimed regardless of whether the agreement is terminated.

By this agreement, the rightsholders have not waived their right to claim compensation or bring legal action against the National Library in connection with copying and use not permitted under this agreement. If the National Library has satisfied claims from

Kopinor for such copying, Kopinor is obliged to satisfy the rightsholders' claims relating to such exploitation.

19. Right to amendments

If material assumptions underlying the agreement change, the parties have the right to terminate the agreement with immediate effect or request renegotiation of its terms, including the level of remuneration. From the National Library's perspective, it is a prerequisite that the training set remaining after individual rightsholders may have excluded their works is representative in terms of volume, language, genre, and time period.

All supplements and amendments to the agreement and appendices shall be in writing.

20. Claims from external rightsholders

The parties share equal financial responsibility for claims from external rightsholders if it is determined that the extended collective licensing provisions of the Copyright Act do not cover the agreed use.

Beyond this, Kopinor is obliged to cover any claims for remuneration or compensation that the National Library may receive from Norwegian or foreign rightsholders insofar as the claims concern use that has been paid for and carried out in accordance with this agreement, cf. also Section 64 of the Copyright Act. The National Library shall not be obliged to cover such claims, and Kopinor shall indemnify the National Library against costs incurred in connection with such claims.

If claims are received, the National Library shall reject the claim and refer it to Kopinor. Claims shall not be settled without consultation with Kopinor. In the event of a dispute regarding the claim, Kopinor has the right to intervene.

21. Reporting

The National Library shall, subject to further agreement, provide Kopinor with access to information about the content of the dataset for distribution purposes.

22. Supervisory body

The parties shall hold regular contact meetings to monitor and discuss the implementation of the agreement and whether developments in artificial intelligence and language model technology necessitate adjustments to the agreement. The National Library has a particular responsibility to monitor compliance with the licensing terms for further use of the language models, ensuring that the economic and moral rights of the rightsholders are not infringed.

23. Dispute resolution

Disputes between the parties concerning the interpretation or continued existence of the agreement, breaches of the agreement, or claims otherwise arising from agreements between the parties regarding copying and use shall, during the term of the agreement, first be sought resolved through negotiations between the parties.

If such negotiations fail, either party may require the dispute to be resolved by arbitration. The arbitration tribunal shall consist of three members. Each party appoints one member, and the parties jointly appoint a chair. If the parties cannot agree on the chair, the chair shall be appointed by the President of the Norwegian Bar Association. The provisions of the Arbitration Act shall otherwise apply.

Each party may independently request mediation pursuant to Section 65 of the Copyright Act.

24. Duration of the agreement

The agreement enters into force upon signature and applies for 2026. Thereafter, the agreement continues for one calendar year at a time unless one of the parties terminates the agreement in writing no later than three (3) months before the end of the calendar year (by 30 September). However, the agreement may first be terminated by the end of September 2027 with effect from 1 January 2028.

Termination of the agreement shall not affect language models that have already been trained and shared on distribution platforms in accordance with this agreement.

Oslo, 19 December 2025

For the National Library of Norway

Trond Myklebust

Acting National Librarian

For Kopinor

Hege Munch Gundersen

Chief Executive Officer