Protocol between KS and Kopinor

Following negotiations and mediation, KS and Kopinor have reached agreement on the attached model agreement concerning the copying and use of copyright-protected material in municipal and county municipal activities, including educational activities, for the period 1 January 2026–31 December 2027. KS will recommend that its members enter into to the agreement.

KS og Kopinor agree to the following:

1. The model agreement is an important agreement which, within the agreed framework, permits the copying (reproduction) and use of copyright-protected material in municipal and county municipal activities, including educational activities. Among other things, the model agreement enables municipalities and county authorities to provide up-to-date and appropriate learning resources, allowing teachers to supplement purchased teaching materials so that the pupils' education becomes more varied and improved.

2. The model agreement is technology-neutral. The parties nevertheless note that technology is developing rapidly and that language models and other machine learning models (AI) are increasingly integrated into the technological solutions used in learning and assessment processes. The consequences of developments in AI are difficult to foresee, and the implementation and use of AI technology are still considered immature and subject to rapid change. It is also uncertain what impact anticipated legislative processes concerning copyright and artificial intelligence may have on the copying and use of copyright-protected material within the framework of the model agreement, both generally and in relation to generative AI solutions.

3. The model agreement provides both opportunities and limitations. It is agreed that the definition of copying in Section 3 of the agreement also encompasses the reproduction of copyright-protected material as instructions or contextual input in generative AI tools, within the framework of the agreement's provisions concerning adaptations, quantitative limitations, etc. It is a precondition that the AI tool complies with the requirements for internal closed networks set out in Section 4, and that any further sharing takes place within the framework established by that provision and the agreement as a whole. Systematic copying and use of protected material for the training and development of internal or external AI solutions, such as chatbots, image generators, etc., is not permitted under the model agreement.

The parties acknowledge that there are differing views as to whether output generated using AI tools should properly be regulated by the copying agreement, and consequently the extent to which such output may be shared externally. Material produced using AI solutions pursuant to the agreement, and which can be linked to one or more specific sources, may during this agreement period only be shared internally. The same applies within limited professional communities in geographical areas where there is no basis for effective subject-specific collaboration within the individual school. During the agreement period, the licensee is permitted to translate and make minor linguistic updates to protected works within the overall framework of the agreement. Section 2 of the agreement does not preclude this. The parties are not bound by the framework set out in this paragraph in the event of renegotiation of the agreement.

The parties share a common interest in ensuring that users of the agreement are aware of the scope for action afforded by the model agreement and the legislation. During the agreement period, the parties will therefore cooperate on measures to help ensure that the copying of copyright-protected material using various technological solutions in municipalities and county authorities is lawful.

4. Either party may require renegotiation of the model agreement if, during the agreement period, new statutory provisions are adopted, including regulation of AI, which may have a direct and material impact on the foundation of the agreement relating to the provisions of the model agreement concerning reproduction and making protected material available.

5. During the agreement period, the parties shall meet for semi-annual meetings. By agreement, joint working groups may be established to operate under a mandate agreed separately.

6. The entire KS organisation as a corporate group is granted permission to copy and use copyright-protected material on the same terms as apply to “administrative functions/positions in the municipality/county authority” under the model agreement for the period 1 January 2026–31 December 2027.

7. Free of charge and by 1 April each year during the agreement period, KS shall prepare the necessary statistics from the PAI register concerning the number of full-time equivalent posts in municipalities and county authorities. For information concerning sources and criteria for extracting the number of FTEs, pupils and students (full-time equivalents), reference is made to the protocol appendix.

8. The parties intend that the model agreement shall meet users’ needs for the copying and use of copyright-protected material. If negotiations concerning revision of the

model agreement for a new period are unsuccessful, KS and/or Kopinor may request mediation pursuant to Section 65 of the Copyright Act.

9. Renegotiation of the model agreement for a new period shall commence in sufficient time prior to the expiry of the agreement.

This protocol is drawn up in two copies, one for each of the parties.

Oslo, 6.2. 2026

KS	Kopinor
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