

The Human Authored Scheme Agreement

Background

1. The Society of Authors (“SoA”) is the administrator of the UK Human Authored Scheme which empowers all types of writers and literary translators to identify the text of their work as having been created without the inclusion of text generated by Generative Artificial Intelligence (GAI).
2. The SoA owns the rights to the Human Authored logo which is reproduced in Schedule 1 of this agreement. The SoA licenses the Human Authored logo to authors who wish to distinguish their works as being Human Authored under the Scheme.
3. Human Authored under the scheme means that:-

The text of the work was created by you as sole author or together with other human beings and that it is your own intellectual creation as the result of the exercise of your skill, labour and judgment.

The text, therefore, represents the expression of your creativity as the human author and it has not been produced by the use of a Generative Artificial Intelligence (GAI) model e.g. by the use of prompts.

The use of GAI or tools with AI-embedded features does not disqualify a work from being Human Authored under this scheme provided that the tools have been used for assistive purposes only e.g. the use of GAI-powered tools like a word processing programme, spelling and grammar check, for research, brainstorming or outlining, or any other use that does not generate text.

4. The SoA reserves the right to revise the definition of Human Authored from time to time.
5. The SoA will permit you to use the Human Authored logo in connection with those of your works which meet the definition of Human Authored under the scheme on the terms and conditions which are set out below and as

amended from time to time, and in consideration of the mutual promises and obligations in the agreement.

The Licence

1. Under this agreement, the SoA grants to you a free, non-exclusive, revocable licence to use the Human Authored logo in relation to works which are registered under the scheme and for the purposes of the manufacture, promotion, distribution and sale of the registered works in accordance with the usage guidelines which are set out from time to time on www.humanauthored.co.uk.
2. By registering a work under the scheme, you are making a declaration that the work is Human Authored in accordance with the definition of Human Authored which applies at the time the declaration is made and as appears from time to time on www.humanauthored.co.uk. To register a work, you will provide the title, author, publisher and, if known, the publication date of the work. You will also provide the ISBN or ASIN number, if available, for the first edition published (or to be published).
3. You agree not to modify the Human Authored logo in any way and to comply with the Human Authored use guidelines which are published by the SoA on www.humanauthored.co.uk and as updated from time to time.
4. You agree not to grant or purport to grant any rights in the Human Authored logo to any third parties save as permitted under this agreement.
5. As the owner of the Human Authored logo the SoA may, at its discretion, revoke the licence provided to you under this agreement and you agree that upon such notice being sent to you that you will immediately cease to use the Human Authored logo in connection with any work(s) identified in the notice. Notice under this agreement will be valid if it is sent to the email address you provided at the time of your registration under the scheme.

Use of the Human Authored logo

1. In exercising the rights under this agreement, you shall ensure that each work registered under the scheme complies with the definition of Human Authored which applies at the time you make the declaration in respect of a work.

2. You shall not sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose, any works bearing the Human Authored logo which are not registered under the scheme and which do not comply with the definition of Human Authored under the scheme.
3. You agree that, without any unreasonable delay, you will provide the SoA with details of any complaints you receive that a work you have registered does not comply with the definition of Human Authored under the scheme.
4. You agree not to nor directly or indirectly to assist any other person to:
 - i. use the Human Authored logo except as permitted under this agreement; or
 - ii. do or omit to do anything to diminish the rights of the SoA in either the Human Authored logo or the Human Authored scheme.
5. You acknowledge and agree that the exercise of the licence granted to you under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments, and you understand and agree that you shall at all times be solely liable and responsible for such due observance and performance.

Sub-licensing

You shall have the right to grant a sub-licence of any the rights granted to you under this agreement to a publisher of a work which is registered under the scheme on substantially the same terms of this agreement.

Ownership and goodwill

1. You acknowledge and agree that the SoA is the owner of the rights in the Human Authored logo and that use by you of the Human Authored logo is made under licence from the SoA in accordance with the terms of this agreement.
2. You agree that the SoA retains exclusive control over, and conduct of, all claims and proceedings in respect of the use of the Human Authored logo.
3. You acknowledge and agree that any goodwill derived from the use by you of the Human Authored logo shall accrue exclusively to the SoA and that you shall not do, or omit to do, or permit to be done,

any act that will or may weaken, damage or be detrimental to the Human Authored logo or the reputation or goodwill associated with the Human Authored logo or the Human Authored scheme.

4. You agree not to apply for, or obtain, registration of the Human Authored logo as a trademark for any goods or services in the United Kingdom or in any other country or any other trademark which consists of, or comprises, or is confusingly similar to, the Human Authored logo.

Assignment and other dealings

You agree not to assign, transfer, mortgage, charge, subcontract, sub-license, declare a trust over, or deal in any other manner with any or all of the rights granted under this agreement without the prior written consent of the SoA.

Duration and termination

1. This agreement shall commence on the date you confirm your agreement to the terms and will continue unless terminated in accordance with this paragraph.
2. The SoA shall have the right to terminate this agreement without cause on giving you not less than seven days' written notice of termination.
3. This agreement will terminate automatically should the SoA decide to no longer offer the Human Authored scheme.

Consequences of termination

1. On termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
 - i. all rights and licences granted pursuant to this agreement shall immediately cease;
 - ii. you shall immediately cease all use of the Human Authored logo;
 - iii. you shall co-operate with the SoA to ensure that the Human Authored logo ceases to be used by any third parties and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
 - iv. you shall return promptly to the SoA all copies of the Human Authored logo in your possession and shall delete any digital files of the logo, and you will confirm in writing that you have done so.

2. Termination of this agreement shall not affect any rights or remedies which have accrued to the SoA under this agreement.

Waiver

No failure or delay by the SoA to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

Third party rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of agency between you and the SoA and you expressly acknowledge and agree that by entering into this agreement you are not authorised to enter into any commitments for or on behalf of the SoA.

Inadequacy of damages

In the event of any threatened or actual breach of the terms of this agreement and without prejudice to any other rights or remedies that the SoA may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this agreement and that, accordingly, the SoA shall be entitled to the remedies of injunction, specific performance or other equitable relief.

Dispute resolution

1. If a dispute arises out of the use by you of the Human Authored logo, you agree to cooperate with the SoA in any investigation which is undertaken by the SoA or by a third party on its behalf.
2. In connection with any investigation, at the SoA's request you agree to provide a copy of the registered work to which the dispute relates and any other information reasonably requested by the SoA to resolve the dispute.
3. You agree to abide by any decision reached by the SoA as to whether a work meets the definition of Human Authored under the scheme

and you waive all and any rights you may have against the SoA in respect of any such decision.

4. If, following a consideration of the available evidence and discussions with the parties concerned, the SoA reaches the view that a registered work does not meet the definition of Human Authored under the scheme, you agree immediately to cease using the Human Authored logo in connection with that work and to require any third parties to cease using the Human Authored logo in respect of that work.

Governing law and jurisdiction

1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date on which you confirmed your agreement to its terms by ticking the box on the Human Authored website. You may wish to take a screenshot of this for your records.