

## SIL RAIL-M License v1.0

dated October 21, 2022

This is a license (the “**License**”) between you (“**You**”) and SIL International (“**Licensor**”). This Responsible AI License ([RAIL](#)) aims at SIL’s goal of working openly and permissively while striving for responsible use of the **Model**.

### Section I: PREAMBLE

The lack of freely-available, pre-trained Natural Language Processing (“**NLP**”) models in the majority of the world’s languages is concerning, and there is a need to greatly expand the linguistic diversity represented in mainstream **NLP** research. However, the release of open access models and datasets representing Indigenous People can also backfire into exploitation of or discrimination against these same communities.

This RAIL-M License, created by SIL International, strives to facilitate the public release of **NLP** models representing indigenous languages while safeguarding against downstream usage that might harm those in indigenous communities.

As it relates to access, distribution, and general responsible use, we took inspiration from Open RAIL-M licenses, such as the CreativeML Open RAIL-M license. The notable difference here (which shifts the current license into a RAIL-M category rather than an Open RAIL-M category) is a restriction on downstream commercial use of the **Model**. This use restriction is meant to prevent exploitative downstream use without any clear benefits flowing back to indigenous communities.

Further, we introduce use-based restrictions not permitting the use of the **Model** in scenarios that would harm or enable discrimination against **Indigenous People** as outlined in Articles 2; 13-16; and 31 of the United Nations Declaration on the Rights of Indigenous People.

This License governs the use of the **Model** (and its derivatives) and is informed by the Model card associated with the **Model**. Publicly released derivative versions of the **Model** will always have to include - at minimum - the same use-based restrictions as the ones in the original license (this license).

**NOW THEREFORE, You and Licensor** agree as follows:

#### 1. Definitions

- (a) “**License**” means the terms and conditions for use, reproduction, and Distribution as defined in this document.
- (b) “**Data**” means a collection of information and/or content extracted from the dataset used with the Model, including to train, pretrain, or otherwise evaluate the Model. The Data is not licensed under this License.

- (c) **“Output”** means the results of operating a Model as embodied in informational content resulting therefrom.
- (d) **“Model”** means any accompanying machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states), corresponding to the model architecture as embodied in the Complementary Material, that have been trained or tuned, in whole or in part on the Data, using the Complementary Material.
- (e) **“Derivatives of the Model”** means all modifications to the Model, works based on the Model, or any other model which is created or initialized by transfer of patterns of the weights, parameters, activations or output of the Model, to the other model, in order to cause the other model to perform similarly to the Model, including - but not limited to - distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Model for training the other model.
- (f) **“Complementary Material”** means the accompanying source code and scripts used to define, run, load, benchmark or evaluate the Model, and used to prepare data for training or evaluation, if any. This includes any accompanying documentation, tutorials, examples, etc, if any.
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- (j) **“Third Parties”** means individuals or legal entities that are not under common control with Licensor or You.
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- (l) **“Contributor”** means Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Model.
- (m) **“Indigenous People”** means, in accordance with The UN Declaration on the Rights of Indigenous Peoples, any group of people that self-identifies as indigenous in accordance with their customs and traditions. By way of example and without limitation, Indigenous People may include: (i) tribal peoples in independent countries whose social, cultural and economic conditions distinguish them from other sections of the national community and whose status is

regulated wholly or partially by their own customs or traditions or by special laws or regulations; (ii) peoples in independent countries who regard themselves and are regarded by others as indigenous on account of their descent from the populations which inhabited the country, or a geographical region to which the country belongs, at the time of conquest or colonization or the establishment of present state boundaries and who irrespective of their legal status, retain some or all of their own social, economic, cultural and political institutions; (iii) peoples otherwise described by i and/or ii who have been forcefully displaced from their country of origin or those who traditionally have maintained and continue to maintain a nomadic or itinerant lifestyle.

(n) “**Commercial Use**” means any use of the Model, Derivatives of the Model and Complementary Material primarily intended for or directed toward commercial advantage or monetary compensation.

(o) “**Natural Language**” means spoken, signed, or written communication as used by a community of people in their daily life and for their own purposes.

(p) “**Natural Language Processing**” (or “**NLP**”) means machine or computer methods (often a Model) that allow computers to understand and communicate using Natural Language

## **Section II: INTELLECTUAL PROPERTY RIGHTS**

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## **Section III: CONDITIONS OF USAGE, DISTRIBUTION AND REDISTRIBUTION**

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a. Use-based restrictions as referenced in paragraph 5 **MUST** be included as an enforceable provision by You in any type of legal agreement (e.g. a license) governing the use and/or

distribution of the Model or Derivatives of the Model, and You shall give notice to subsequent users You Distribute to, that the Model or Derivatives of the Model are subject to paragraph 5. This provision does not apply to the use of Complementary Material.

b. You must give any Third Party recipients of the Model or Derivatives of the Model a copy of this License;

c. You must cause any modified files to carry prominent notices stating that You changed the files;

d. You must retain all copyright, patent, trademark, and attribution notices excluding those notices that do not pertain to any part of the Model, Derivatives of the Model. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions - respecting paragraph 4.a. - for use, reproduction, or Distribution of Your modifications, or for any such Derivatives of the Model as a whole, provided Your use, reproduction, and Distribution of the Model otherwise complies with the conditions stated in this License.

**5. Use-based restrictions.** The restrictions set forth in Attachment A are considered Use-based restrictions. Therefore You cannot use the Model and the Derivatives of the Model for the specified restricted uses. You may use the Model subject to this License, including only for lawful purposes and in accordance with the License. Use may include creating any content with, finetuning, updating, running, training, evaluating and/or reparametrizing the Model. You shall require all of Your users who use the Model or a Derivative of the Model to comply with the terms of this paragraph (paragraph 5).

**6. The Output You Generate.** Except as set forth herein, Licensor claims no rights in the Output You generate using the Model. You are accountable for the Output you generate and its subsequent uses. No use of the output can contravene any provision as stated in the License.

#### **Section IV: OTHER PROVISIONS**

**7. Updates and Runtime Restrictions.** To the maximum extent permitted by law, Licensor reserves the right to restrict (remotely or otherwise) usage of the Model in violation of this License, update the Model through electronic means, or modify the Output of the Model based on updates. You shall undertake reasonable efforts to use the latest version of the Model.

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**11. Accepting Warranty or Additional Liability.** While redistributing the Model, Derivatives of the Model and the Complementary Material thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

**12.** If any provision of this License is held to be invalid, illegal or unenforceable, the remaining provisions shall be unaffected thereby and remain valid as if such provision had not been set forth herein.

END OF TERMS AND CONDITIONS

## **Attachment A**

### **Use Restrictions**

You agree not to use the Model or Derivatives of the Model:

- (a) For any commercial purposes primarily intended for or directed toward commercial advantage or monetary compensation;
- (b) In any way that violates any applicable national, federal, state, local or international law or regulation;
- (c) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- (d) To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- (e) To generate or disseminate personal identifiable information that can be used to harm an individual;
- (f) To generate or disseminate information and/or content (e.g. images, code, posts, articles), and place the information and/or content in any context (e.g. bot generating tweets) without expressly and intelligibly disclaiming that the information and/or content is machine generated;
- (g) To defame, disparage or otherwise harass others;
- (h) To impersonate or attempt to impersonate (e.g. deepfakes) others without their consent;
- (i) For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- (j) For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;

(k) To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;

(l) For any use intended to or which has the effect of harming or enabling discrimination against individuals or groups based on legally protected characteristics or categories, including but not limited to discrimination against Indigenous People as outlined in Articles 2; 13-16; and 31 of the United Nations Declaration on the Rights of Indigenous People, 13 September 2007 and as subsequently amended and revised;

(m) To provide medical advice and medical results interpretation;

(n) To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).