

# BigScience Open RAIL-M License

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## Section I: PREAMBLE

This Open RAIL-M License was created by BigScience, a collaborative open innovation project aimed at the responsible development and use of large multilingual datasets and Large Language Models (“LLMs”). While a similar license was originally designed for the BLOOM model, we decided to adapt it and create this license in order to propose a general open and responsible license applicable to other machine learning based AI models (e.g. multimodal generative models).

In short, this license strives for both the open and responsible downstream use of the accompanying model. When it comes to the open character, we took inspiration from open source permissive licenses regarding the grant of IP rights. Referring to the downstream responsible use, we added use-based restrictions not permitting the use of the Model in very specific scenarios, in order for the licensor to be able to enforce the license in case potential misuses of the Model may occur. Even though downstream derivative versions of the model could be released under different licensing terms, the latter will always have to include - at minimum - the same use-based restrictions as the ones in the original license (this license).

The development and use of artificial intelligence (“AI”), does not come without concerns. The world has witnessed how AI techniques may, in some instances, become risky for the public in general. These risks come in many forms, from racial discrimination to the misuse of sensitive information.

BigScience believes in the intersection between open and responsible AI development; thus, this License aims to strike a balance between both in order to enable responsible open-science in the field of AI.

This License governs the use of the model (and its derivatives) and is informed by the model card associated with the model.

**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.
- (g) **“Distribution”** means any transmission, reproduction, publication or other sharing of the Model or Derivatives of the Model to a third party, including providing the Model as a hosted service made available by electronic or other remote means - e.g. API-based or web-access.
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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.

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

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**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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**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) In any way that violates any applicable national, federal, state, local or international law or regulation;
- (b) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- (c) To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- (d) To generate or disseminate personal identifiable information that can be used to harm an individual;
- (e) 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;
- (f) To defame, disparage or otherwise harass others;
- (g) To impersonate or attempt to impersonate (e.g. deepfakes) others without their consent;
- (h) For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- (i) 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;
- (j) 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;
- (k) For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- (l) To provide medical advice and medical results interpretation;
- (m) 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).