

Copyright guidance: Gen AI and content

Uploading content to AI Tools? Consider copyright and licencing before you upload, share, or create new content with an AI tool.

Key points

Know that:

- ▶ GenAI tools can be public- where your uploads are added to the pool of the tools training content; and private – where they are not shared
- ▶ Content uploaded to public tools becomes accessible to all
- ▶ Content uploaded to private tools is secure and remains within the enterprise
- ▶ Don't share or upload copyright content to any tool without having the rights to do so
- ▶ Some tools require you to grant a licence for the use of the content – which is OK for work you created, but not for other content
- ▶ Consider also privacy, Indigenous Cultural Intellectual Property, sensitive content
- ▶ Use approved University private tools when sharing University content, and only when you know you have the right to share

Before you upload content of others (copyright, IP, or personal) or even your own, check:

1. Do you have the rights to upload the content (copyright, privacy, IP)?
2. Is your upload being added to the training content of the tool?

Private v Public Gen AI tools

Private GenAI tools are locked to a secure data pool, where uploaded content is not shared externally.

Federation has a **CoPilot AI** licence that locks the data within the organisation and does not use uploaded content to train on and reuse. Private tools (like CoPilot) are usually a paid subscription service.

Hybrid Some tools might be private and also use the inputs to train on; to create new content for local use and share back to local users.

Public Gen AI tools may be trained on web content and user uploaded content, and the data is accessible to any user. Often require users to permit use of content

uploaded for training and reuse (through a sub-licencing terms and conditions End User Licence Agreement Clause). These are often free tools.

Sub-licencing*

Check terms and conditions of any tool you use for sub-licencing clauses, as this will impact on the content you can upload in a prompt or agent. A sub licencing clause includes use of content uploaded for training and reuse (look through terms and conditions in End User Licence Agreement Clause).

Gen AI Inputs

Reproducing, communicating, and adapting copyright content are reserved rights of the copyright owner. Using AI tools often requires adding content in a prompt or uploading content to the tool to work with.

Consider:

- ▶ **Privacy:** Private / personal information (names, student ID numbers, personal images or audio, recordings, personal or sensitive research data)
- ▶ **Indigenous Cultural Intellectual Property (ICIP)**
- ▶ **Sensitive Material:** commercial in confidence, culturally sensitive
- ▶ **Defamation:** Harming the reputation of another

GenAI outputs

Are AI outputs protected by copyright?

Australian Copyright Act 1968 (Cth) does not recognise non-human authors for works, and AI cannot be named as an author or copyright owner in Australia.

However, acknowledgement of use of a GenAI tool is good practice, and an academic requirement.

Can I upload / share content type to a Gen AI tool?

Also consider privacy, ICIP, IP, sensitive data

Content	Private to Fed Uni data tool (secure data, and does not require sub-licencing of uploaded content)	Private to Fed Uni data tool (Hybrid) (but does require sub-licencing* of uploaded content)	Public data tool
Public Domain / Copyright expired	Yes	Yes	Yes
Creative Commons Licenced content	Yes (Non-Derivative Non-Commercial may depend on outputs & use)	Yes (Non-Derivative Non-Commercial may depend on outputs & use)	Yes (Non-Derivative Non-Commercial may depend on outputs & use)
Scan of a book chapter or scholarly article (not through Library commercial databases)	Uploading a limited amount of content (text and graphics) may be allowed, depending on: Amount: A reasonable portion (1 chap or 10% whichever is greater) Purpose must be: *For educational purposes of the University (under s.113P) OR*For purposes of research or study (personal use only)	No	No
Commercially licenced content	Library licenced content (eBooks, journal articles etc) - only if: a./ the licence does not expressly prohibit sharing with Gen-AI b./ the private tool T&Cs doesn't require sublicensing and won't train on data Can then rely on s113P for educational use with limits (1 chap or 10% etc)	No	No
Your own work	Yes	Yes (with discretion, the content may be reused for/by others)	Yes (with discretion, the content may be reused for/by others))
Federation IP/ copyright content	Yes	No (requires Federation permission)	No (requires Federation permission)

References & further reading

Creative Commons(2023), [Understanding CC Licenses and Generative AI - Creative Commons](#)

Federation University (2025), [Artificial Intelligence Guidelines](#) [Policy]

Federation University Library (2025), [Generative AI : Use at University](#) [Subject Guide]

* **Sub-licencing** – a licence granted onward to a third party. You are unable to grant a licence to a tool over content have no rights over, unless authorised or an exception, or licence allows (eg. permission, Creative Commons licencing).

Copyright Guidance: Gen AI and content v.2 (2025), by Copyright Coordinator, Federation University Library Services.
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