4 July 2024

# CHARTER FOR THE USE OF THE TRADEMARK “FABRICATION HUMAINE” No. 5018129

*English translation provided for information purposes only. In the event of any discrepancy, the French version (“Charte d’utilisation de la marque « Fabrication Humaine » n°5018129”) shall prevail.*

4 July 2024

**Preamble**

The FABRICATION HUMAINE association (hereinafter “FABRICATION HUMAINE”) brings together a collective of artists, readers, listeners, viewers, artificial intelligence experts, publishers, producers, gallery owners, booksellers, journalists and citizens concerned about the current and potential impact of artificial intelligence on our society.

In order to inform the public about how a work was made and whether or not artificial intelligence was used in its creative process, FABRICATION HUMAINE created the label of the same name, filed as a French trademark with the INPI (French National Institute of Industrial Property) on 2 January 2024.

Any author or rights holder may use the label and affix it to their works in return for undertaking that they did not use generative artificial intelligence in their creative process.

FABRICATION HUMAINE wishes to unite creators, and also everyone who believes that citizens should be offered the greatest transparency about the origin of creative works, around a single voice. Beyond its informative purpose, the label is also an encouragement to culture and to human creation, and a positive and virtuous action in a world in upheaval.

The purpose of this charter is to govern the use of the label by the members of FABRICATION HUMAINE.

**DEFINITIONS**

**Work**: Any original intellectual creation made by a natural person. It may be literary, audio or audiovisual, graphic or visual art.

**Author**: Any natural person who has created a Work or under whose name a Work is disclosed.

**Rights holder**: Any natural or legal person holding copyright in a Work.

**Trademark**: The French figurative trademark “Fabrication Humaine” as shown in Article 2, filed with the INPI on 2 January 2024 under number 5018129.

**Label**: Term used to designate the Trademark that will be affixed by the User to one or more Works meeting the conditions set out in this charter of use.

**Member**: Any natural or legal person who is a member of Fabrication Humaine.

**Generative artificial intelligence**: Artificial intelligence that independently creates data, content or artistic things.

**Prompt**: Instruction or set of data provided to an artificial intelligence system, which uses this information to generate responses or creations in text, image or any other media form.

**ARTICLE 1. PURPOSE OF THE LABEL**

The purpose of the Label is to make it possible to distinguish works created entirely by humans, without the involvement of generative artificial intelligence in the creative process.

Any use of the Label constitutes formal acceptance of the provisions of this charter.

**ARTICLE 2. NATURE OF THE LABEL**

FABRICATION HUMAINE owns the French figurative trademark “Fabrication Humaine” No. 5018129, filed on 2 January 2024 to designate goods and services in classes 9, 16, 25, 35, 41 and 42:

This Trademark constitutes the Label that may be used by the Author.

The Member acknowledges that FABRICATION HUMAINE is the owner of the Trademark.

The right to use the Label under this charter does not transfer any property rights in the Label.

**ARTICLE 3. BENEFICIARIES OF THE RIGHT TO USE THE LABEL**

3.1 Eligibility

Use of the Label is reserved for natural and legal persons who are members of FABRICATION HUMAINE.

Membership of FABRICATION HUMAINE entails authorisation to use the Label, free of charge and without any exclusive right of use, provided that the following conditions are met:

- Human creation: The Work must be entirely conceived and produced by one or more human authors;
- No artificial intelligence: No Prompt written in generative artificial intelligence software may have been used in the process of creating the Work;

- Compliance with this charter and with the graphic guidelines in Annex 1.

3.2 Non-exclusivity

This charter does not grant the Member any exclusive right to use the Label.

3.3 Personal nature

The right to use the Label is granted on a strictly personal basis and may not be assigned, licensed, transferred or passed on to any third party.

**ARTICLE 4. CONDITIONS OF USE OF THE LABEL**

4.1 Authorised uses

The Member is authorised to affix the Label only to one or more works of which they are the author or the Rights holder, and which must meet the following criteria:

- The Work or Works have not been generated, in whole or in part, using a Prompt in generative artificial intelligence software;
- The Work or Works do not infringe prior intellectual property rights held by third parties.

The Member may affix the Label to the Work and to all copies and versions of it, in physical or digital form.

Any other use of the Label is prohibited without the prior express consent of FABRICATION HUMAINE.

4.2 Graphic guidelines

The Member undertakes to reproduce the Label in its entirety and as shown in the graphic guidelines referred to in Annex 1.

The Member undertakes not to make any modification, addition or deletion to all or part of the Label.

FABRICATION HUMAINE provides the Member with all the documents and files needed to use the Label. The Member undertakes to use only these elements when reproducing and using the Trademark.

4.3 Free of charge

The right to use the Label is free of charge.

4.4 Respect for rights in the Label

Whenever they use the Label, the Member must comply with the requirements set out in this Charter.

The Member undertakes not to file, use or exploit, in any territory whatsoever, signs identical or similar to the Label that are likely to infringe it or to be confused with it. In particular, the Member shall refrain from filing any trademark that reproduces the Label, in whole or in part, within a more complex sign.

4.5 Information and promotion

The Member may provide any information about the Label and its use, and may promote the Label, provided that such information and promotional acts comply with the Charter and with the laws and regulations in force, and do not harm the Label or the image or interests of FABRICATION HUMAINE.

## ARTICLE 5. DURATION

The authorisation to use the Label granted to the Member by the Charter applies from the date on which they join FABRICATION HUMAINE. It remains valid for as long as the Member continues to meet the conditions of the right of use set out in this Charter.

## ARTICLE 6. MONITORING OF THE USE OF THE LABEL

FABRICATION HUMAINE is entitled to take any measure enabling it to check that the Member's use of the Label complies with this charter and that the conditions and obligations set out in it are respected.

To this end, the Member undertakes to provide FABRICATION HUMAINE, without delay and upon simple request, with any information necessary for the exercise of this right of monitoring.

## ARTICLE 7. LOSS OF THE RIGHT TO USE THE LABEL

FABRICATION HUMAINE may withdraw the Member's right to use the Label if the conditions of use set out in Article 4 of this charter are no longer met.

The Member may then no longer affix the Label to their Works and must remove it from Works already labelled wherever possible.

**ARTICLE 8. DEFENCE OF THE LABEL**

The Member undertakes to report to FABRICATION HUMAINE any infringement of rights in the Label of which they become aware, in particular any act of counterfeiting, unfair competition or free-riding.

It is for FABRICATION HUMAINE to take, at its own expense and risk, any action necessary to defend its rights in the Label.

**ARTICLE 9. LIABILITY AND WARRANTIES**

The Member is solely responsible for any direct or indirect consequences that may result from their use of the Label.

Should a third party hold FABRICATION HUMAINE liable as a result of the Member's non-compliant use of the Label, the Member undertakes to bear all the related costs and expenses in place of FABRICATION HUMAINE.

The Member will also be required to stop using the Label.

FABRICATION HUMAINE guarantees the defence of the Label solely within French territory, where it is protected as a trademark, and cannot be held liable for claims made by third parties in other territories.

**ARTICLE 10. REVISION OF THE CHARTER**

The charter may be revised to adapt to technological developments and new creative practices, which the Member acknowledges and accepts.

**ARTICLE 11. APPLICABLE LAW**

This charter is governed by French law, regardless of where the Member uses the Label.

**ARTICLE 12. JURISDICTION**

Any dispute arising from the interpretation or performance of this charter shall be brought before the French courts, after a prior attempt at mediation has failed.

The FABRICATION HUMAINE Label is a guarantee of transparency and integrity, intended to promote works created by humans. Authors and Rights holders who commit to this approach help to preserve and promote human creativity.

## Annex 1. Graphic guidelines for the Label




Label for light backgrounds (logo in black)




Label for dark backgrounds (logo in white)