

1 Jacqueline C. Charlesworth (SBN 326742)  
JCharlesworth@fkks.com  
2 Ruby A. Strassman (SBN 346601)  
RStrassman@fkks.com  
3 FRANKFURT KURNIT KLEIN + SELZ PC  
2029 Century Park East, Suite 2500N  
4 Los Angeles, California 90067  
Telephone: (310) 579-9600  
5 Facsimile: (310) 579-9650

6 *Attorneys for Amici Curiae Association of*  
*American Publishers, News/Media Alliance,*  
7 *International Association of Scientific, Technical*  
*& Medical Publishers, and Authors Guild*

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

10  
11  
12 CONCORD MUSIC GROUP, INC., ET AL.,

13 Plaintiffs,

14 v.

15 ANTHROPIC PBC,

16 Defendant.

Case No. 5:24-cv-03811-EKL

**BRIEF OF *AMICI CURIAE***  
**ASSOCIATION OF AMERICAN**  
**PUBLISHERS, NEWS/MEDIA**  
**ALLIANCE, INTERNATIONAL**  
**ASSOCIATION OF SCIENTIFIC,**  
**TECHNICAL & MEDICAL**  
**PUBLISHERS, AND AUTHORS GUILD**  
**IN SUPPORT OF PLAINTIFFS' MOTION**  
**FOR PARTIAL SUMMARY JUDGMENT**

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

STATEMENT OF AMICI CURIAE ..... 1  
SUMMARY OF ARGUMENT ..... 2  
ARGUMENT ..... 5  
I. Unauthorized AI Uses Interfere with Copyright Owners’ Ability to Invest in and Realize Value from Original Works of Authorship..... 5  
    A. Publishers Invest Heavily in Producing High-Quality Textual Works ..... 5  
    B. AI Companies Require Valuable, High-Quality Works for Training ..... 6  
    C. Unauthorized Ingestion and Storage of Copyrighted Works Cannot Be Excused as Transformative ..... 7  
    D. There Is a Robust Market for Licensing AI Data..... 9  
II. Using Copyrighted Works to Train LLMs Without a License Is Incompatible with Fair Use 11  
    A. Anthropic’s Unlicensed Use of Copyrighted Works Usurps Publishers’ and Authors’ Direct and Derivative Markets ..... 11  
    B. Healthy Licensing Markets Advance the Goals of Copyright ..... 14

**TABLE OF AUTHORITIES**

		<b>Page(s)</b>
1		
2		
3	<b>Constitutional Provisions</b>	
4	U.S. Const. art. I, § 8, cl. 8 .....	3, 5
5	<b>Cases</b>	
6	<i>American Geophysical Union v. Texaco, Inc.</i> ,	
7	60 F.3d 913 (2d Cir. 1994) .....	13
8	<i>Andy Warhol Foundation for the Visual Arts v. Goldsmith</i> ,	
9	598 U.S. 508 (2023) .....	4, 5, 9, 11, 13
10	<i>Associated Press v. Meltwater U.S. Holdings, Inc.</i> ,	
11	931 F. Supp. 2d 537 (S.D.N.Y. 2013) .....	6
12	<i>Bartz v. Anthropic PBC</i> ,	
13	787 F. Supp. 3d 1007 (N.D. Cal. 2025) .....	4, 13
14	<i>Campbell v. Acuff-Rose Music, Inc.</i> ,	
15	510 U.S. 569 (1994) .....	4, 11, 13, 14
16	<i>Dr. Seuss Enters., L.P. v. ComicMix LLC</i> ,	
17	983 F.3d 443 (9th Cir. 2020) .....	14
18	<i>Fox News Network LLC v. TVEyes, Inc.</i> ,	
19	883 F.3d 169 (2d Cir. 2018) .....	11, 14
20	<i>Harper &amp; Row, Publishers, Inc. v. Nation Enters.</i> ,	
21	471 U.S. 539 (1985) .....	4, 11
22	<i>Kadrey v. Meta Platforms, Inc.</i> ,	
23	788 F. Supp. 3d 1026 (N.D. Cal. 2025) .....	3, 4, 8, 9, 12, 13
24	<b>Statutes</b>	
25	17 U.S.C. § 106(2) .....	11
26	17 U.S.C. § 107(4) .....	4, 11, 13, 14
27	<b>Other Authorities</b>	
28	A. Feder Cooper, et al., <i>Estimating Near-Verbatim Extraction Risk in Language Models with Decoding-Constrained Beam Search</i> , arXiv (Mar. 26, 2026) .....	8
	Ahmed Ahmed, et al., <i>Extracting Books from Production Language Models</i> , arXiv (Jan. 6, 2026) .....	8

1 *AI Training Dataset Market Report 2025: Market to Reach \$18.47 Billion by 2034*  
 2 *from \$2.62 Billion in 2024, E-Commerce Expansion and LLM Adoption,*  
 3 *Despite Talent Shortage Risks, Globe Newswire (May 12, 2025)..... 12*  
 4 *Anthropic Raises \$30 Billion in Series G Funding at \$380 Billion Post-money*  
 5 *Valuation, Anthropic (Feb. 12, 2026) ..... 3*  
 6 Association of American Publishers, Comment on Artificial Intelligence and  
 7 Copyright (Oct. 30, 2023), ..... 7  
 8 Billboard on the Record, *How Suno AI Is Disrupting the Music Industry w/ Mikey*  
 9 *Shulman (Spotify Podcast, Mar. 11, 2026) ..... 14*  
 10 Jim Shimabukuro, *AI Memorization: Implications from 2026 and Beyond, ETC*  
 11 *Journal (Jan. 10, 2026) ..... 7*  
 12 Melissa De Witte, *Stanford Scholars Are Helping Journalists Do Investigative*  
 13 *Journalism Through Data, Stanford Rep. (Oct. 15, 2018) ..... 6*  
 14 News/Media Alliance, *White Paper: How the Pervasive Copying of Expressive*  
 15 *Works to Train and Fuel Generative Artificial Intelligence Systems Is*  
 16 *Copyright Infringement and Not a Fair Use (2023) ..... 7*  
 17 Peter Osnos, *These Journalists Spent Two Years and \$750,000 Covering One Story,*  
 18 *The Atlantic (Oct. 2, 2013) ..... 6*  
 19 Rick Merritt, *What Is Retrieval-Augmented Generation, aka RAG?*  
 20 *(Jan. 31, 2025)..... 8*  
 21 Terrence Hart, *Bartz, Kadrey, and the Market for AI Training, Copyhype*  
 22 *(July 10, 2025) ..... 14*  
 23 *The Cost of a Journalism Story, My News Desk (Sept. 6, 2018) ..... 6*  
 24 Xinyue Liu, et al., *Alignment Whack-a-Mole: Finetuning Activates Verbatim Recall*  
 25 *of Copyrighted Books in Large Language Models, arXiv (Mar. 21, 2026) ..... 8*  
 26 Yunfan Gao, et al., *Retrieval-Augmented Generation for Large Language Models:*  
 27 *A Survey, Shanghai Inst. for Intel. Autonomous Sys. (Mar. 27, 2024)..... 8*  
 28

1 **STATEMENT OF AMICI CURIAE**

2 *Amici curiae* Association of American Publishers, Inc. (“AAP”), the News/Media Alliance  
3 (“N/MA”), the International Association of Scientific, Technical & Medical Publishers (“STM”),  
4 and the Authors Guild are trade associations whose publisher and author members license works  
5 to AI companies to train and operate generative AI systems. *Amici* have a strong interest in the  
6 matter before the Court because a determination of fair use in this case could disrupt a vital market  
7 for authors and publishers of textual works, on the one hand, and developers seeking high-quality  
8 content to build and enable more sophisticated AI products, on the other.<sup>1</sup>

9 AAP is a not-for-profit organization that represents approximately 120 book, journal, and  
10 education publishers in the United States on matters of law and policy, advocating for outcomes  
11 that incentivize the publication of creative expression, professional content, and learning solutions.  
12 AAP’s members have a direct and compelling interest in the efficacy, administration, and  
13 enforcement of federal copyright laws, including the correct application of the fair use doctrine to  
14 further the purpose of copyright. They invest in and make available to the public a wide range of  
15 works, including literature, scholarship, professional content, and scientific journals. Just as the  
16 long-term public interest is served by protecting the exclusive rights of copyright owners, the  
17 long-term potential of AI technology will only be realized by preserving the marketable rights that  
18 enable authors, publishers, and AI developers to engage in mutually beneficial commercial  
19 transactions.

20 N/MA is a nonprofit organization representing over 2,200 publishers in the United States,  
21 ranging from the largest news and magazine publishers in the country to hyperlocal newspapers,  
22 and from digital-only outlets to papers that have printed news since the nation’s founding. Its  
23 members invest in the investigation, reporting, and publication of news stories and analysis that  
24 are foundational to an informed citizenry and democratic governance. As the leading voice for the  
25 industry, N/MA advocates for laws and policies that allow high-quality journalism to thrive,  
26

27 \_\_\_\_\_  
28 <sup>1</sup> No party or its counsel authored this brief in whole or in part or contributed money intended to fund the preparation or submission of this brief.



1 banner of AI exceptionalism and recognize Anthropic’s exploitative behavior for what it is:  
2 infringement on a massive scale.

3 Anthropic, a company currently valued at 380 billion dollars,<sup>2</sup> asks this Court to excuse as  
4 a fair use massive, commercially motivated copying of song lyrics to enable its large language  
5 model (“LLM”) Claude to generate substitutional works—including nearly identical lyrics—a  
6 ruling that would have disastrous consequences for the music plaintiffs in this action and the  
7 songwriters whose works they invest in and publish. Even beyond the confines of this case, such a  
8 ruling could also eviscerate a vital market for authors and publishers of books, news and  
9 magazines, scholarly articles, and other textual works who license those works to AI companies to  
10 train and operate their LLMs.

11 When copyrighted material is taken and used without permission to train AI systems to  
12 generate competing works, it robs authors of the rightful proceeds of those works and their  
13 incentive to create, and undermines publishers’ ability to invest in and disseminate original works  
14 of authorship—whether song lyrics, novels, specialized journals, or news articles.<sup>3</sup> As the  
15 Framers understood, copyright protection is essential to ensuring that human authors are motivated  
16 to produce the books, newspapers, and other texts that are foundational to a healthy democracy  
17 and human progress. *See* U.S. Const. art. I, § 8, cl. 8 (copyright clause). Indeed, generative AI  
18 would not and could not exist without the ingenuity of human authors.

19 It is an essential principle of copyright that one may not appropriate and use another’s  
20 copyrighted work for a commercial purpose that usurps a market belonging to the copyright  
21 owner—including a market to license the reproduction and use of works to train and operate  
22 generative AI systems. As shown below, Anthropic’s peers have obtained licenses to use textual  
23

24

25

---

<sup>2</sup> *Anthropic Raises \$30 Billion in Series G Funding at \$380 Billion Post-money Valuation*,  
Anthropic (Feb. 12, 2026), <https://tinyurl.com/27mh3sw3>.

<sup>3</sup> *See Kadrey v. Meta Platforms, Inc.*, 788 F. Supp. 3d 1026, 1060 (N.D. Cal. 2025) (explaining that fair use is a fact-specific doctrine and inquiry that must be answered flexibly “in light of the purpose of copyright and fair use: protecting the incentive to create by preventing copiers from creating works that substitute for the originals in the marketplace”).

28

1 works to develop and operate AI systems.<sup>4</sup> Anthropic, however, seems committed to being a  
2 holdout by refusing to share with human authors any of the enormous value it reaps from the  
3 exploitation of their works.

4 Anthropic’s unauthorized, for-profit use of copyrighted works does not qualify as a fair use  
5 because, *inter alia*, it violates the fourth factor of the test set forth in section 107 of the Copyright  
6 Act by undermining a significant market for rightsholders. Factor four, the primary consideration  
7 in evaluating fair use, asks courts to assess “the effect of the use upon the potential market for or  
8 value of the copyrighted work,” including whether “unrestricted and widespread conduct of the  
9 sort engaged in by the defendant” is harmful to copyright owners’ rightful markets. 17 U.S.C. §  
10 107(4); *Campbell v. Acuff-Rose Music, Inc.*, 510 U.S. 569, 590 (1994); *Harper & Row,*  
11 *Publishers, Inc. v. Nation Enters.*, 471 U.S. 539, 566 (1985) (instructing that the fourth factor is  
12 “undoubtedly the single most important element of fair use”); *Andy Warhol Foundation for the*  
13 *Visual Arts v. Goldsmith*, 598 U.S. 508, 555 (2023) (same). Here there can be no question that  
14 Anthropic’s copying undercuts such markets.

15 Regardless of whether one considers the unauthorized mass reproduction of copyrighted  
16 works to capitalize on their human authorship to be “transformative”—and *amici* do not—such  
17 copying cannot overcome the critical fourth fair use factor because its purpose and effect is to  
18 displace markets that belong to the owners of those works. These include not only markets for  
19 substitutional content, but the valuable market for licensing of AI training materials. Notably, in  
20 declining to fully consider harm to the AI training market, the decisions in *Kadrey v. Meta*  
21 *Platforms, Inc.*, 788 F. Supp. 3d 1026 (N.D. Cal. 2025) and *Bartz v. Anthropic PBC*, 787 F. Supp.  
22 3d 1007 (N.D. Cal. 2025), failed to abide by the Copyright Act and the Supreme Court’s clear  
23 directive to weigh potential harm to copyright owners’ derivative markets. *See* 17 U.S.C. §  
24 107(4); *Harper & Row*, 471 U.S. at 568 (fourth factor inquiry “must take account not only of harm  
25 to the original, but also of harm to the market for derivative works”); *Campbell*, 510 U.S. at 593

26 \_\_\_\_\_  
27 <sup>4</sup> *See* below chart and Appendix A.

28

1 (“[T]he licensing of derivatives is an important economic incentive to the creation of originals.”).

2 A healthy and incentivized licensing market advances the goals of copyright by permitting  
3 AI companies like Anthropic to access and use high-quality materials to train better, more  
4 sophisticated AI models while protecting rightsholders from uncompensated exploitation. Other  
5 AI developers, such as Suno, understand that licensing arrangements are not one-sided deals solely  
6 for the benefit of rightsholders, but instead valuable partnerships that allow AI companies to  
7 access curated content and innovate with copyright owner consent.

8 *Amici* urge this Court to reject Anthropic’s claim of fair use and uphold the core principle  
9 of the Supreme Court’s recent ruling in *Warhol* that the unauthorized appropriation of a  
10 copyrighted work to compete with a copyright owner’s own market is incompatible with fair use.

11 **ARGUMENT**

12 **I. Unauthorized AI Uses Interfere with Copyright Owners’ Ability to Invest in and**  
13 **Realize Value from Original Works of Authorship**

14 Although this case arises out of the music world, Anthropic’s assertion that its unlicensed  
15 use of the plaintiffs’ copyrighted song lyrics to train Claude should be exonerated could have  
16 significantly broader ramifications, including for authors and publishers of books, news,  
17 scholarship, and other textual works. *Amici*’s members’ production of reliable, original news  
18 content, literature, scholarship, and other textual works is dependent upon their ability to recoup  
19 their investment in quality journalism and authorship. Without copyright protection—and the  
20 ability to earn revenue—there would be no sustainable business model for the creation and  
21 distribution of creative works.

22 **A. Publishers Invest Heavily in Producing High-Quality Textual Works**

23 Copyright encourages the creation, commercialization, and dissemination of new works to  
24 the public, thereby fulfilling the Framers’ goal of promoting the “progress of science and the  
25 useful arts.” U.S. Const. art. I, § 8, cl. 8. Publishers of textual works, including literature,  
26 scholarship, and scientific journals, devote significant resources in bringing authors’ works to  
27 market, investing in copyediting, fact-checking, contextualizing, tagging, linking metadata, peer  
28 review and editorial support, while at the same time taking the risk that a given work may not

1 yield enough revenue to cover these costs. This risk is greatly magnified by the freeriding tactics  
2 of companies like Anthropic who copy human-authored works to generate substitutional content.

3 Publishers of books invest in authors, advancing funds to support the writing process and  
4 providing ongoing editorial support, which can span years. In addition, book publishers bear the  
5 up-front costs of producing the physical and electronic copies for distribution to the public. Once  
6 the books are in the marketplace, publishers are responsible for tracking and paying royalties to  
7 the authors of those works, requiring sophisticated IT systems. None of this would be possible  
8 without the protections of copyright.

9 Quality journalism is likewise expensive: news publishers invest in editorial, operational,  
10 security, and legal support for their reporters. New organizations employ professional journalists  
11 to produce investigative reporting, lifestyle, business, and opinion coverage, among other types of  
12 content, while delivering an accurate stream of breaking news covering local, national, and global  
13 events.<sup>5</sup> Copyright protection plays an integral role in supporting quality journalism and  
14 publishing. “Investigating and writing about newsworthy events occurring around the globe is an  
15 expensive undertaking and enforcement of the copyright laws permits [news organizations] to earn  
16 the revenue that underwrites the work.” *Associated Press v. Meltwater U.S. Holdings, Inc.*, 931 F.  
17 Supp. 2d 537, 553 (S.D.N.Y. 2013).

18 **B. AI Companies Require Valuable, High-Quality Works for Training**

19 Because the works published by *amici*’s members are of high-quality they are especially  
20

21 <sup>5</sup> See, e.g., Melissa De Witte, *Stanford Scholars Are Helping Journalists Do Investigative*  
22 *Journalism Through Data*, Stanford Rep. (Oct. 15, 2018), <https://tinyurl.com/NMAStanfordRep>  
23 (“[I]t can cost newsrooms up to \$300,000 and six months of a reporter’s time to do a deep dive  
24 into public interest issues like crime and corruption. In one case, it cost a newsroom \$487,000 to  
25 produce an investigative series on local police shootings.” (emphasis omitted)); *The Cost of a*  
26 *Journalism Story*, My News Desk (Sept. 6, 2018), <https://tinyurl.com/NMAMyNewsDesk>  
27 (estimating the cost of detailed or investigative news story at \$400 to \$12,000, general news story  
28 at \$100 to \$4,500, and filler story at \$50 to \$300 each); Peter Osnos, *These Journalists Spent Two*  
*Years and \$750,000 Covering One Story*, The Atlantic (Oct. 2, 2013),  
<https://tinyurl.com/NMAAtlantic> (“We conservatively estimate the cost of this coverage [of the  
dangers of acetaminophen] at \$750,000; it could be more. This covers the reporters, news  
applications and web developers, editors, video production, social media and PR, travel, legal  
review, ... etc.”).

1 valuable for the training of generative AI systems. As the AAP explains:

2           Professionally edited books, rich in prose, provide high quality  
3           expression for long range context modeling research and cohesive  
4           storytelling, and models trained on these materials produce higher  
5           quality outputs than models trained on social media posts, or the  
6           limited character musings embodied in what used to be called  
7           “tweets.” Likewise, well-edited and peer-reviewed textbooks,  
8           educational materials, and scientific and scholarly publications are  
9           indispensable to training AI models to perform better at tasks in  
10          specific knowledge domains, and indispensable to developing  
11          trustworthy AI technologies.<sup>6</sup>

12 The same is true of news content: “[News] [p]ublisher content is a major category of expressive  
13 information contained in the datasets used to build the LLMs. News and media reports ranks third  
14 among all categories of sources in Google’s C4 data set, and half of the top ten represented sites  
15 overall are news outlets.”<sup>7</sup>

16           Authors’ and publishers’ investment in creating high-value textual works is severely  
17 threatened when AI companies appropriate vast quantities of copyrighted works without  
18 permission or compensation.

19           **C.       Unauthorized Ingestion and Storage of Copyrighted Works Cannot Be**  
20           **Excused as Transformative**

21           Contrary to AI companies’ claims that their copying is transformative because copied  
22 works are *not* retained in their LLMs,<sup>8</sup> a recent study by Stanford and Yale researchers confirms  
23 that textual works do not disappear once ingested into the models, but instead are memorized by

24 \_\_\_\_\_  
25 <sup>6</sup> Association of American Publishers, Comment on Artificial Intelligence and Copyright (Docket  
26 No. 2023-6) (Oct. 30, 2023), <https://www.regulations.gov/comment/COLC-2023-0006-9070>  
27 (internal quotations and citations omitted).

28 <sup>7</sup> News/Media Alliance, *White Paper: How the Pervasive Copying of Expressive Works to Train and Fuel Generative Artificial Intelligence Systems Is Copyright Infringement and Not a Fair Use* (2023), <https://tinyurl.com/2ky9ht4d>.

<sup>8</sup> Jim Shimabukuro, *AI Memorization: Implications for 2026 and Beyond*, ETC Journal (Jan. 10, 2026), <https://tinyurl.com/5dcbr2dy> (“AI companies assured the U.S. Copyright Office that their models don’t store copies of training information. OpenAI told regulators that models do not store copies of the information they learn from, while Google similarly claimed there is no copy of training data present in the model itself. These statements, made under the authority of regulatory filings, now appear difficult to reconcile with empirical findings.”).

1 the system and can be reproduced as output.<sup>9</sup> The findings of this study mirror those of others  
2 concluding that AI systems are not simply “learning” statistical information about works, but  
3 storing the works themselves.<sup>10</sup> In short, memorization of copyrighted texts by LLMs like  
4 Anthropic’s Claude is far more significant “than previously understood.”<sup>11</sup>

5 There is nothing transformative about making and storing copies of textual works. Nor is  
6 there anything transformative about using those copies to generate substantially similar content;  
7 it’s just more copying.

8 Still more, LLMs often depend on retrieval-augmented generation (“RAG”) to supplement  
9 their capabilities. To the extent a model is unable to rely on its training data to answer a user  
10 query—*e.g.*, because it pertains to an event that postdates its training process—it can access and  
11 scrape content from a third-party site using RAG technology to construct a response.<sup>12</sup> A model  
12 may copy journalistic content, for example, from a publisher’s website to fulfill a user request, in  
13 which case the user does not need to visit the website containing the source article; as the *Kadrey*

14 \_\_\_\_\_  
15 <sup>9</sup> Ahmed Ahmed, et al., *Extracting Books from Production Language Models*, arXiv (Jan. 6,  
16 2026), <https://arxiv.org/pdf/2601.02671> (noting that, in context of generative AI, memorization  
17 refers to data that has “been encoded in a model’s weights during training, and often also refers to  
18 whether those data can be extracted (near-)verbatim in that model’s outputs.”).

18 <sup>10</sup> See, *e.g.*, A. Feder Cooper, et al., *Estimating Near-Verbatim Extraction Risk in Language*  
19 *Models with Decoding-Constrained Beam Search*, arXiv (Mar. 26, 2026) (preprint),  
20 <https://arxiv.org/pdf/2603.24917> (AI memorization tests that include near-verbatim copies  
21 significantly increases the frequency of identifying extraction/memorization of copyrighted  
22 content); Xinyue Liu, et al., *Alignment Whack-a-Mole: Finetuning Activates Verbatim Recall of*  
23 *Copyrighted Books in Large Language Models*, arXiv (Mar. 21, 2026) (preprint),  
24 <https://arxiv.org/pdf/2603.20957v2> (“Taken together, our results demonstrate that frontier models  
25 store copies of books in a compressed format inside their weights [] and safety alignment, as  
26 currently implemented, does not prevent the regurgitation of copyrighted content...”).

23 <sup>11</sup> *Ahmed* at 3.

24 <sup>12</sup> See, *e.g.*, Rick Merritt, *What Is Retrieval-Augmented Generation, aka RAG?*, NVIDIA (Jan. 31,  
25 2025), <https://tinyurl.com/NMANvidia> (“[RAG] is a technique for enhancing the accuracy and  
26 reliability of generative AI models with information fetched from specific and relevant data  
27 sources. In other words, it fills a gap in how LLMs work.”); Yunfan Gao, et al., *Retrieval-*  
28 *Augmented Generation for Large Language Models: A Survey*, Shanghai Inst. for Intel.  
Autonomous Sys. 1, 2 (Mar. 27, 2024), <https://tinyurl.com/NMAGaoetal> (describing question  
about recent news “a typical application of RAG.”).

1 court acknowledged, “certain types of works (like news articles)” may be especially vulnerable to  
 2 “indirect competition” from AI outputs. 788 F. Supp. 3d at 1060. Regardless of any claimed  
 3 transformativeness, a substitutional use that supplants the copyright owner’s market—“copyright’s  
 4 *bête noire*”—is incompatible with fair use. *Warhol*, 598 U.S. at 528.

5 **D. There Is a Robust Market for Licensing AI Data**

6 Allowing AI companies like Anthropic to appropriate textual works without compensation  
 7 under the guise of fair use, and enabling them to divert users away from legitimate sources—  
 8 including book retailers, subscription-based services, and ad-supported sites that generate revenue  
 9 for publishers—will severely undermine the increasingly significant market for licensed uses in  
 10 which publishers and AI companies alike are actively engaged.

11 Many companies in the generative AI space, including OpenAI, Microsoft, Google, Meta,  
 12 Amazon, Perplexity, and Mistral, have entered into licensing agreements with publisher members  
 13 of *amici* to access and use the works necessary to build and operate their systems. The chart  
 14 below lists AI licensing deals for textual works of which *amici* are aware or that have been  
 15 publicly reported:<sup>13</sup>

16 **AI Licensing Deals for Textual Works**  
 17 **(As Publicly Announced and/or Reported by *amici*’s Members)<sup>14</sup>**

Licensee	Publishers
Amazon	The Associated Press; Business Insider; Condé Nast; Defined.ai (aggregator); Forbes; Hearst; The New York Times; Politico; Reach PLC; Reuters; TIME; USA Today Co; Vox Media; The Washington Post; and reports of various unnamed publishers
Bria	Various news publishing partners via News/Media Alliance (offering opt-in license to its members)
Dow Jones (for Factiva products and solutions)	Over 8,000 publishing partners, including Adweek; The Associated Press; The Atlantic; AWP Finanznachrichten; Barron’s; Beijing Review; Dow Jones Newswires; EFE; Exame; Fast Company; Financial News; The Globe and Mail; Hong Kong Economic Times; IBD; MarketWatch; McClatchy Media; The National; News Corp Australia; News UK; Newsquest Media Group; Private Equity News; USA Today Co; The Wall Street Journal; The Washington Post

26  
 27 <sup>13</sup> Undoubtedly there are many more licensing deals that are confidential or still in the pipeline.

28 <sup>14</sup> Supporting citations for this chart are set forth available in Appendix A.

Licensee	Publishers
Google	The Associated Press; The Atlantic; Defined.ai (aggregator); Der Spiegel; The Economist; El País; Financial Times; Folha de S. Paulo; The Guardian; Infobae; Kompas; Reddit; Stack Overflow; The Times of India; The Washington Examiner; The Washington Post; and reports of various unnamed publishers
LexisNexis	The Associated Press; Benzinga; USA Today Co
Meta	CNN; The Daily Caller; Fox News and Fox Sports; Le Monde; News Corp; People Inc.; Reuters; USA Today Co and USA Today Network; The Washington Examiner
Microsoft	The Associated Press; Axel Springer; Business Insider; Condé Nast; Financial Times; HarperCollins; Hearst; Informa; People Inc.; Reuters; Semafor; Taylor & Francis; USA Today Co; Vox Media
Mistral	Agence France-Presse
OpenAI	The Associated Press; The Atlantic; Axel Springer; Axios; Condé Nast; Financial Times; Free Law Project; Future; GEDI; Guardian Media Group; Hearst; Le Monde; News Corp; People Inc.; Prisa Media; Schibsted Media Group; TIME; Vox Media; The Washington Post
OpenEvidence	JAMA Network; NEJM Group; Wiley
Particle News	Agence France-Press; The Atlantic; Fortune; The Observer; Reuters; The Street; TIME
Perplexity	AccuWeather; Adweek; Blavity; CNN; Condé Nast; Der Speigel; DPReview; Entrepreneur; Fortune; Gannett; Gear Patrol; The Independent; Le Figaro; Le Monde; Lee Enterprises; The Los Angeles Times; Media Lab; Mexico News Daily; Minkabu the Infonoid; NewsPicks; Pris Media; RTL Germany; The Texas Tribune; TIME; USA Today Co; The Washington Post; Wiley; World History Encyclopedia; Yelp
Pi School	Wiley
Potato	Wiley
ProRata.ai	Over 1000 publishers, including via News/Media Alliance (offering opt-in license to its members); Adweek; The Atlantic; Arena Group; Atlas Obscura; Axel Springer; Boston Globe Media; BuzzFeed; Cherry Road Media; DMG Media Group; DPCMO; EFE; Fast Company; Financial Times; FiscalNote; Fortune; Frommer's; Future; Gear Patrol; Graham Holdings Company; Guardian Media Group; Healthline; Hello!; IBT Media; Industry Drive; Johns Hopkins University Press; Lee Enterprises; Man of Many; Map Happy; Mediahuis; Mumsnet; The Nation; The New Republic; Newsday; Newstex; The Philadelphia Inquirer; PRISA Media; Pro Football Network; Prospect; Reach PLC; Reader's Digest; Recurrent Ventures; Skift; Sky Media Group; Snopes; StyleBlueprint; TIME; TipRanks; Vox Media; Washingtonian; Worth; 270 Media

As illustrated above, it is clear that the AI licensing market is an important secondary market benefiting both rightsholders and AI companies by enabling developers to continue to innovate with the benefit of high-quality, curated materials to facilitate training and RAG uses, while fairly compensating copyright owners for use of their works.

1 Anthropic’s choice to wantonly scrape online and third-party sources for copyrighted  
2 works to train its Claude LLM—rather than obtain authorization and compensate rightsholders  
3 like its peers—undermines a critical licensing market that allows publishers of textual works to  
4 invest in the creation and distribution of new works and continued distribution of previously  
5 published works, including archival materials.

6 **II. Using Copyrighted Works to Train LLMs Without a License Is Incompatible with**  
7 **Fair Use**

8 **A. Anthropic’s Unlicensed Use of Copyrighted Works Usurps Publishers’ and**  
9 **Authors’ Direct and Derivative Markets**

10 As the Supreme Court has instructed, the fourth fair use factor—the effect of the use upon  
11 the potential market for or value of the copyrighted work—is “undoubtedly the single most  
12 important element of fair use.” *Harper & Row*, 471 U.S. at 566; *Warhol*, 598 U.S. at 555 (same).  
13 Notably, it is not just existing markets that must be considered under the fourth factor, but also  
14 “potential” markets. 17 U.S.C. § 107(4) (requiring courts to evaluate “the effect of the use upon  
15 the potential market for or value of the copyrighted work”); *Campbell*, 510 U.S. at 590 (calling for  
16 courts to consider “not only the extent of the market harm caused by the particular actions of the  
17 alleged infringer, but also whether unrestricted and widespread conduct of the sort engaged in by  
18 the defendant...would result in a substantially adverse impact”) (internal quotations omitted);  
19 *Harper & Row*, 471 U.S. at 568 (explaining courts “must take account not only of harm to the  
20 original but also of harm to the market for derivative works”).

21 AI uses that exploit copyrighted works to produce substitutional content are incompatible  
22 with fair use. An AI service that copies news content or books to spit out competing summaries or  
23 abridgements, for example, is plainly infringing. *See Fox News Network LLC v. TVEyes, Inc.*, 883  
24 F.3d 169, 180-81 (2d Cir. 2018) (service allowing users to search for and watch broadcast news  
25 clips was not a fair use because it “usurped a function for which [the copyright owner] is entitled  
26 to demand compensation under a licensing arrangement”). With respect to derivative licensing  
27 markets, the Supreme Court pointedly observed in *Warhol* that “an overbroad concept of  
28 transformative use” that encroaches on copyright owners’ markets for derivative uses could

1 “swallow” the copyright owner’s exclusive right to create derivative works—a right specifically  
2 enumerated in the Copyright Act. 598 U.S. at 511-12, 529; 17 U.S.C. § 106(2).

3 Anthropic and other AI developers who appropriate copyrighted works to train and operate  
4 their systems without permission are indisputably harming multiple direct and derivative markets  
5 that rightfully belong to the owners of those works. These include (1) markets for consumer  
6 enjoyment of output that replicates training materials (for example, verbatim or near-verbatim  
7 copies of lyrics or other textual content); (2) markets for licensing of AI systems that repackage  
8 copyrighted works (for example, providers of RAG-based news services and book summaries);  
9 and (3) markets for copyrighted materials to train and operate AI systems, including “fine-tuning”  
10 of systems to improve their performance or focus on particular industries.

11 Regardless of whether Anthropic’s copying is deemed transformative (which would fly in  
12 the face of obvious memorization of works by Claude), a finding of fair use in this case could  
13 eviscerate copyright owners’ right to exploit established, valuable markets for their works,  
14 including the AI training and RAG markets. As the *Kadrey* court put it: “No matter how  
15 transformative LLM training may be, it’s hard to imagine that it can be fair use to use copyrighted  
16 books to develop a tool to make billions or trillions of dollars while enabling the creation of a  
17 potentially endless stream of competing works that could significantly harm the market for those  
18 books.” 788 F. Supp. 3d at 1059.<sup>15</sup>

19 Although relatively recent, the AI training market can no longer be considered potential.  
20 As amply illustrated above, it is flourishing and already generating billions of dollars in revenue.<sup>16</sup>  
21 The mere fact that a licensing market has developed in response to new technology does not  
22

23 <sup>15</sup> Due to an insufficient factual record, the *Kadrey* court did not reach the merits of this issue. *See*  
24 788 F. Supp. 3d at 1067-68.

25 <sup>16</sup> *See* Globe Newswire, *AI Training Dataset Market Report 2025: Market to Reach \$18.47 Billion*  
26 *by 2034 from \$2.62 Billion in 2024, E-Commerce Expansion and LLM Adoption, Despite Talent*  
27 *Shortage Risks* (May 12, 2025), <https://tinyurl.com/5dr9hjm9> (“The global AI training dataset  
28 market reached a value of nearly \$2.62 billion in 2024, having grown at a compound annual  
growth rate (CAGR) of 21.97% since 2019. The market is expected to grow from \$2.62 billion in  
2024 to \$7.3 billion in 2029 at a rate of 22.71%. The market is then expected to grow at a CAGR  
of 20.38% from 2029 and reach \$18.47 billion in 2034.”).

1 negate its validity under the fourth fair use factor. In *American Geophysical Union v. Texaco*,  
2 *Inc.*, 60 F.3d 913 (2d Cir. 1994), for example, the Second Circuit recognized that unlicensed  
3 photocopying of journal articles by Texaco caused market harm even though the market had only  
4 recently emerged in response to the proliferation of photocopying machines. *Id.* at 930-31.

5 Neither *Bartz* nor *Kadrey* sanctioned unrestricted copying to train LLMs.<sup>17</sup> *Bartz*  
6 expressly condemned the use of pirated copies, determining it was *not* a fair use for Anthropic to  
7 use such copies to build a training library, and describing such conduct as “irredeemably  
8 infringing even if the pirated copies are immediately used for the transformative use [*i.e.*, training]  
9 and immediately discarded.” 787 F. Supp. 3d at 1025. And, as noted, the *Kadrey* court expressed  
10 significant concern about potential market harm resulting from the unauthorized exploitation of  
11 copyrighted works by AI systems to generate competing works. *See* 788 F. Supp. 3d at 1059.

12 Significantly for the case at hand, when *Bartz* and *Kadrey* were litigated, the training  
13 market was less developed than it is today; perhaps accordingly, both courts gave short shrift to  
14 the plaintiffs’ claims of direct competition in the market for training data. *See, e.g., id.* at 1060.  
15 Furthermore, although the *Kadrey* court commented that recognizing the AI training market as one  
16 that copyright owners are entitled to exploit could render the fourth factor analysis as “circular,” it  
17 is equally circular to deem that market *not* cognizable simply because it is new. To do so would  
18 improperly deprive copyright owners of the benefits of any emerging market. Such an approach is  
19 inconsistent with the Copyright Act’s express directive to courts to consider the harm of  
20 defendant’s conduct to *potential* markets and markets that will be negatively impacted if the  
21 unlicensed conduct at issue is unrestricted and widespread. 17 U.S.C. § 107(4); *Campbell*, 510  
22 U.S. at 590.

23 As discussed above, *Warhol* warns against an overly broad interpretation of  
24 transformativeness that undermines copyright owners’ legitimate markets. 598 U.S. at 511-12,  
25 529. Even if—despite AI systems’ memorization of works and consequent generation of  
26

27 <sup>17</sup> Although *Bartz* and *Kadrey* are distinguishable from the present case, *amici* believe the fair use  
28 analysis in both was flawed.

1 substitutional content—training uses could be considered transformative, the obvious harm to the  
2 market for training data would outweigh any such finding. *See, e.g., Fox News*, 883 F.3d at 180-  
3 81 (even though defendant’s new clip service was somewhat transformative, because it usurped  
4 the plaintiff’s market, it was not a fair use).

5       As *Campbell* instructs, in assessing fair use, courts are to consider whether the market in  
6 question is one that creators of original works would in general develop or license others to  
7 develop. *Campbell*, 510 U.S. at 592; *accord Dr. Seuss Enters., L.P. v. ComicMix LLC*, 983 F.3d  
8 443, 460 (9th Cir. 2020) (same). Given the widespread adoption of AI-related products  
9 throughout virtually all aspects of society, it is clear that the training market for AI systems that  
10 depend upon copyrighted works for their very existence is one in which copyright owners would  
11 naturally participate—and are participating. A ruling in this case that condoned mass-scale  
12 scraping of copyrighted works to train and operate AI systems and RAG technology would  
13 obliterate a crucial licensing market—precisely the type of harm that copyright law is designed to  
14 protect. 17 U.S.C. § 107(4); *Campbell*, 510 U.S. at 592.

15       **B. Healthy Licensing Markets Advance the Goals of Copyright**

16       When AI developers participate in the licensing market, it is mutually beneficial for both  
17 the AI companies and rightsholders. As the CEO and co-founder of Suno recently explained in  
18 discussing his company’s licensing deal with Warner Music Group: “I think about this much  
19 more as a partnership, about being able to build products that we can’t build on our own.”<sup>18</sup>  
20 Healthy licensing markets advance the core objectives of copyright law by encouraging both the  
21 creation and dissemination of expressive works while facilitating efficient and sustainable  
22 technological innovation.<sup>19</sup>

23       Healthy markets also ensure the availability of high-quality training data, which benefits  
24 the entire AI ecosystem. When authors, publishers, and other rightsholders can license their

25 \_\_\_\_\_  
26 <sup>18</sup> Billboard on the Record, *How Suno AI Is Disrupting the Music Industry w/ Mikey Shulman*  
(Spotify Podcast, Mar. 11, 2026).

27 <sup>19</sup> Terrence Hart, *Bartz, Kadrey, and the Market for AI Training*, Copyhype (July 10, 2025),  
28 <https://tinyurl.com/y8wxhtnk>.

1 works, they are incentivized to assemble and deliver relevant content in efficient formats. AI  
2 companies, in turn, gain reliable access to sophisticated and curated datasets, improving the  
3 performance of their AI models.

4 Licensing markets also promote competition and legal certainty. By providing AI  
5 developers a path to lawfully obtain access to high-quality datasets, barriers to entry are lowered,  
6 enabling a broader range of companies to compete in the development of generative AI without  
7 the threat of litigation. Moreover, licensing arrangements define permissible uses, prospectively  
8 addressing the boundaries of developers' use with greater certainty, which promotes investment  
9 and innovation on both sides of the market.

10 AI companies seek high-quality textual materials to exploit their expression and generate  
11 competing works for commercial purposes. A healthy licensing regime allows authors and  
12 publishers to share in the economic rewards of the AI systems that rely on their works to exist and  
13 function. Licensing provides an ongoing revenue stream to support the continued creation and  
14 dissemination of books, journalism, scholarship, music, and other forms of expressive content.  
15 The public benefits not only from new works of human authorship but the availability of  
16 trustworthy sources to train and improve AI systems in the future.

## 17 CONCLUSION

18 *Amici* respectfully submit that this Court reject Anthropic's affirmative defense of fair use  
19 and grant Plaintiffs' Motion for Partial Summary Judgment.

20 DATED: March 30, 2026

FRANKFURT KURNIT KLEIN + SELZ PC

21  
22 By:           /s/ Jacqueline C. Charlesworth            
23 Jacqueline C. Charlesworth  
24 Ruby A. Strassman  
25 *Attorneys for Amici Curiae Association of*  
26 *American Publishers, News/Media Alliance,*  
*International Association of Scientific, Technical*  
*& Medical Publishers, and Authors Guild*  
27  
28

1 APPENDIX A: SOURCES FOR AI LICENSING DEALS CHART

2 Amazon Sources:

3 Charlotte Tobitt, *Who’s Suing AI and Who’s Signing: Encyclopedia Britannica and Merriam-*  
4 *Webster Sue OpenAI Following Perplexity Lawsuit*, PressGazette (Mar. 24, 2026),  
5 <https://pressgazette.co.uk/platforms/news-publisher-ai-deals-lawsuits-openai-google/#h-reach>;  
6 Jessica Davies, *Condé Nast and Hearst Strike Amazon AI Licensing Deals for Rufus*, Digiday (July  
7 10, 2025), [https://digiday.com/media/conde-nast-and-hearst-strike-amazon-ai-licensing-deals-for-](https://digiday.com/media/conde-nast-and-hearst-strike-amazon-ai-licensing-deals-for-rufus/)  
8 [rufus/](https://digiday.com/media/conde-nast-and-hearst-strike-amazon-ai-licensing-deals-for-rufus/); Michael M. Grynbaum and Cade Metz, *The New York Times* (May 29, 2025),  
9 <https://www.nytimes.com/2025/05/29/business/media/new-york-times-amazon-ai-licensing.html>;  
10 Ray Schultz, *Condé Nast and Other Publishers To Leverage Amazon’s New Alexa+*, MediaPost  
11 (Feb. 26, 2025), [https://www.mediapost.com/publications/article/403742/conde-nast-and-other-](https://www.mediapost.com/publications/article/403742/conde-nast-and-other-p publishers-to-leverage-amazon.html)  
12 [publishers-to-leverage-amazon.html](https://www.mediapost.com/publications/article/403742/conde-nast-and-other-p publishers-to-leverage-amazon.html).

9 Bria Sources:

10 Press Release, *News/Media Alliance Partners with Bria AI to Launch Industry-Leading AI*  
11 *Licensing Agreement*, News/Media Alliance (Mar. 23, 2026),  
12 <https://www.newsmediaalliance.org/ai-licensing-partnership-bria-announcement/>.

13 Dow Jones Sources:

14 Press Release, *Dow Jones Factiva Surpasses 8,000 Licensed Sources for GenAI Use*, Dow Jones  
15 (Jan. 20, 2026), [https://www.dowjones.com/press-room/dow-jones-factiva-surpasses-8000-](https://www.dowjones.com/press-room/dow-jones-factiva-surpasses-8000-licensed-sources-for-genai-use/)  
16 [licensed-sources-for-genai-use/](https://www.dowjones.com/press-room/dow-jones-factiva-surpasses-8000-licensed-sources-for-genai-use/); Press Release, *Down Jones Launches Factiva Smart Summary*  
17 *Dow Jones* (Nov. 13, 2024), [https://www.dowjones.com/press-room/dow-jones-launches-factiva-](https://www.dowjones.com/press-room/dow-jones-launches-factiva-smart-summary/)  
18 [smart-summary/](https://www.dowjones.com/press-room/dow-jones-launches-factiva-smart-summary/); Trishla Ostwal, *Dow Jones Wins AI Licensing Deals with More Than 4,000*  
19 *News Media Outlets Like the AP*, AdWeek (Nov. 12, 2024), [https://www.adweek.com/media/dow-](https://www.adweek.com/media/dow-jones-lands-more-than-4000-ai-licensing-deals-with-news-outlets-like-the-ap/)  
20 [jones-lands-more-than-4000-ai-licensing-deals-with-news-outlets-like-the-ap/](https://www.adweek.com/media/dow-jones-lands-more-than-4000-ai-licensing-deals-with-news-outlets-like-the-ap/).

18 Google Sources:

19 Charlotte Tobitt, *Google Promises ‘More Focused Deals’ with News Publishers as FT Joins AI*  
20 *Pilot*, PressGazette (Feb. 16, 2026), [https://pressgazette.co.uk/platforms/google-search-features-](https://pressgazette.co.uk/platforms/google-search-features-deals-ai-financial-times/)  
21 [deals-ai-financial-times/](https://pressgazette.co.uk/platforms/google-search-features-deals-ai-financial-times/); Robby Stein and Jaffer Zaidi, *Supporting the Web with New Features*  
22 *and Partnerships*, Google (Dec. 10, 2025), [https://blog.google/products-and-](https://blog.google/products-and-platforms/products/search/tools-partnerships-web-ecosystem/)  
23 [platforms/products/search/tools-partnerships-web-ecosystem/](https://blog.google/products-and-platforms/products/search/tools-partnerships-web-ecosystem/); Sarah Perez, *NotebookLM Adds*  
24 *Featured Notebooks from The Economist, The Atlantic, and Others*, TechCruch (July 14, 2025),  
25 [https://techcrunch.com/2025/07/14/notebooklm-adds-featured-notebooks-from-the-economist-the-](https://techcrunch.com/2025/07/14/notebooklm-adds-featured-notebooks-from-the-economist-the-atlantic-and-others/)  
26 [atlantic-and-others/](https://techcrunch.com/2025/07/14/notebooklm-adds-featured-notebooks-from-the-economist-the-atlantic-and-others/); Matt O’Brien, *Google Signs Deal with AP to Deliver Up-to-Date News*  
27 *Through Its Gemini AI Chatbot*, The Associated Press (Jan. 15, 2025)  
28 [https://apnews.com/article/google-gemini-ai-associated-press-ap-](https://apnews.com/article/google-gemini-ai-associated-press-ap-0b57bcf8c80dd406daa9ba916adacfaf)  
29 [0b57bcf8c80dd406daa9ba916adacfaf](https://apnews.com/article/google-gemini-ai-associated-press-ap-0b57bcf8c80dd406daa9ba916adacfaf); Press Release, *Stack Overflow and OpenAI Partner to*  
30 *Strengthen the World’s Most Popular Large Language Models*, Stack Overflow (May 6, 2024),  
31 <https://stackoverflow.co/company/press/archive/openai-partnership>; Kyle Orland, *Reddit Cashers*  
32 *in on AI Gold Rush with \$203m in LLM Training License Fees*, ARS Technica (Feb. 23, 2024),  
33 [https://arstechnica.com/ai/2024/02/reddit-has-already-booked-203m-in-revenue-licensing-data-](https://arstechnica.com/ai/2024/02/reddit-has-already-booked-203m-in-revenue-licensing-data-for-ai-training/)  
34 [for-ai-training/](https://arstechnica.com/ai/2024/02/reddit-has-already-booked-203m-in-revenue-licensing-data-for-ai-training/).

1 **LexisNexis Sources:**

2 Esther Shittu, *LexisNexis Launches Commercial Version of AI Research Tool*, TechTarget (July  
3 17, 2024), [https://www.techtarget.com/searchenterpriseai/news/366594022/LexisNexis-launches-](https://www.techtarget.com/searchenterpriseai/news/366594022/LexisNexis-launches-commercial-version-of-AI-research-tool)  
4 [commercial-version-of-AI-research-tool](https://www.techtarget.com/searchenterpriseai/news/366594022/LexisNexis-launches-commercial-version-of-AI-research-tool).

4 **Meta Sources:**

5 Alexandra Bruell, *News Corp, Meta in AI Content Licensing Deal Worth Up to \$50 Million a*  
6 *Year*, The Wall Street Journal (Mar. 3, 2026), [https://www.wsj.com/business/media/news-corp-](https://www.wsj.com/business/media/news-corp-meta-in-ai-content-licensing-deal-worth-up-to-50-million-a-year-d4fbf244)  
7 [meta-in-ai-content-licensing-deal-worth-up-to-50-million-a-year-d4fbf244](https://www.wsj.com/business/media/news-corp-meta-in-ai-content-licensing-deal-worth-up-to-50-million-a-year-d4fbf244); *Bringing More Real-*  
8 *Time News and Content to Meta AI*, Meta (Dec. 5, 2025),  
9 <https://about.fb.com/news/2025/12/bringing-more-real-time-news-and-content-to-meta-ai/>; Sara  
10 Fischer, *Exclusive: Meta Strikes Multiple AI Deals with News Publishers*, Axios (Dec. 5, 2025),  
11 <https://www.axios.com/2025/12/05/meta-ai-deals-news-publishers>; Sara Fischer, *Scoop: Meta*  
12 *Strike Multi-year AI Deal with Reuters*, Axios (Oct. 25, 2024),  
13 <https://www.axios.com/2024/10/25/meta-reuters-ai-news-facebook-instagram>.

11 **Microsoft Sources:**

12 Tim Frank, *Building Toward a Sustainable Content Economy for the Agentic Web*, Microsoft  
13 Advertising (Feb. 3, 2026), [https://about.ads.microsoft.com/en/blog/post/february-2026/building-](https://about.ads.microsoft.com/en/blog/post/february-2026/building-toward-a-sustainable-content-economy-for-the-agentic-web)  
14 [toward-a-sustainable-content-economy-for-the-agentic-web](https://about.ads.microsoft.com/en/blog/post/february-2026/building-toward-a-sustainable-content-economy-for-the-agentic-web); Mark Stenberg, *Condé Nast Names*  
15 *New Chief Product and Technology Officer, Joins Microsoft AI Licensing Pilot*, Adweek (Dec. 4,  
16 2025), [https://www.adweek.com/media/conde-nast-vasanth-williams-chief-product-technology-](https://www.adweek.com/media/conde-nast-vasanth-williams-chief-product-technology-officer-microsoft-ai-licensing-pilot/)  
17 [officer-microsoft-ai-licensing-pilot/](https://www.adweek.com/media/conde-nast-vasanth-williams-chief-product-technology-officer-microsoft-ai-licensing-pilot/); Barbara Peng, *Announcing Our New AI Partnership with*  
18 *Microsoft*, Business Insider (Nov. 21, 2025), [https://www.businessinsider.com/announcing-our-](https://www.businessinsider.com/announcing-our-new-ai-partnership-with-microsoft-2025-11)  
19 [new-ai-partnership-with-microsoft-2025-11](https://www.businessinsider.com/announcing-our-new-ai-partnership-with-microsoft-2025-11); Jessica Davis and Sara Guaglione, *Media Briefing:*  
20 *Associated Press Deal Cements Microsoft's Quiet Rise in AI Licensing*, Digiday (Nov. 6, 2025),  
21 [https://digiday.com/media/media-briefing-associated-press-deal-cements-microsofts-quiet-rise-in-](https://digiday.com/media/media-briefing-associated-press-deal-cements-microsofts-quiet-rise-in-ai-licensing/)  
22 [ai-licensing/](https://digiday.com/media/media-briefing-associated-press-deal-cements-microsofts-quiet-rise-in-ai-licensing/); Sarah Perez, *People Inc. Forges AI Licensing Deal with Microsoft as Google Traffic*  
23 *Drops*, TechCrunch (Nov. 4, 2025), [https://techcrunch.com/2025/11/04/people-inc-forges-ai-](https://techcrunch.com/2025/11/04/people-inc-forges-ai-licensing-deal-with-microsoft-as-google-traffic-drops/)  
24 [licensing-deal-with-microsoft-as-google-traffic-drops/](https://techcrunch.com/2025/11/04/people-inc-forges-ai-licensing-deal-with-microsoft-as-google-traffic-drops/); *Gannet Announces Third Quarter 2025*  
25 *Results, New AI Licensing Deal with Microsoft & Updated Business Outlook*, Yahoo Finance  
26 (Oct. 30, 2025), [https://finance.yahoo.com/news/gannett-announces-third-quarter-2025-](https://finance.yahoo.com/news/gannett-announces-third-quarter-2025-120000313.html)  
27 [120000313.html](https://finance.yahoo.com/news/gannett-announces-third-quarter-2025-120000313.html); Hannah Miller and Dina Bass, *Microsoft Signs AI-Learning Deal with News*  
28 *Corp.'s HarperCollins*, Bloomberg (Nov. 19, 2024), <https://tinyurl.com/5hzrdz2w>; Kyle Wiggers,  
*Microsoft Starts Paying Publishers for Content Surfaced by Copilot*, TechCrunch (Oct. 1, 2024),  
<https://techcrunch.com/2024/10/01/microsoft-starts-paying-publishers-for-content-in-copilot/>;  
Daniel Thomas, *Informa Strikes AI Deal with Microsoft*, Financial Times (May 8, 2024),  
<https://www.ft.com/content/3ed7737e-3649-4afb-9071-caa13e7394d9>; *Alex Springer and*  
*Microsoft Expand Partnership Across Advertising, AI, Content, and Azure Services*, Microsoft  
(Apr. 29, 2024), [https://news.microsoft.com/source/2024/04/29/axel-springer-and-microsoft-](https://news.microsoft.com/source/2024/04/29/axel-springer-and-microsoft-expand-partnership-across-advertising-ai-content-and-azure-services/)  
[expand-partnership-across-advertising-ai-content-and-azure-services/](https://news.microsoft.com/source/2024/04/29/axel-springer-and-microsoft-expand-partnership-across-advertising-ai-content-and-azure-services/); *Microsoft Partners with*  
*Semafor AI Assisted News Content*, Reuters (Feb. 5, 2024),  
[https://www.reuters.com/technology/microsoft-partners-with-semafor-ai-assisted-news-content-](https://www.reuters.com/technology/microsoft-partners-with-semafor-ai-assisted-news-content-2024-02-05/)  
[2024-02-05/](https://www.reuters.com/technology/microsoft-partners-with-semafor-ai-assisted-news-content-2024-02-05/).

1 **Mistral Sources:**

2 Romain Dillet, *Mistral Signs Deal with AFP to Offer Up-to-date Answers in Le Chat*, TechCrunch  
3 (Jan. 16, 2025), <https://techcrunch.com/2025/01/16/mistral-signs-deal-with-afp-to-offer-up-to-date-answers-in-le-chat/>.

4 **OpenAI Sources:**

5 Todd Spangler, *Jeff Bezos' Washington Post Inks OpenAI Licensing Deal for ChatGPT Search*,  
6 Variety (Apr. 22, 2025), <https://variety.com/2025/digital/news/washington-post-openai-licensing-deal-1236374787/>; Dominic Ponsford, *Guardian Signs Licensing Deal with ChatGPT Owner*  
7 *OpenAI*, PressGazette (Feb. 14, 2025), <https://pressgazette.co.uk/publishers/guardian-openai/>;  
8 Press Release, *Schibsted Media Partners with OpenAI*, Schibsted (Feb. 10, 2025),  
9 <https://schibsted.com/news/schibsted-media-partners-with-openai/>; Sara Fischer, *OpenAI to Fund*  
10 *Four New Axios Local Newsrooms*, Axios (Jan. 15, 2025),  
11 <https://www.axios.com/2025/01/15/open-ai-axios-local-newsrooms-funding-deal>; Emma Roth,  
12 *OpenAI Strikes Content Deal with Tom's Guide Owner Future*, The Verge (Dec. 5, 2024),  
13 <https://www.theverge.com/2024/12/5/24313909/openai-content-deal-toms-guide-future>; Winston  
14 Cho, *OpenAI Inks Deal with Hearst, Marking Another Major Media Partnership*, The Hollywood  
15 Reporter (Oct. 8, 2024), <https://www.hollywoodreporter.com/business/business-news/openai-hearst-1236026980/>;  
16 Press Release, *OpenAI and GEDI Partner for Italian News Content*, OpenAI  
17 (Sept. 26, 2024), <https://openai.com/index/gedi/>; *OpenAI Signs Multi-year Content Partnership*  
18 *Deal with Condé Nast*, The Guardian (Aug. 20, 2024),  
19 <https://www.theguardian.com/technology/article/2024/aug/20/conde-nast-open-ai-deal>; Press  
20 Release, *Time and OpenAI Announce Strategic Content Partnership*, TIME (Jun. 27, 2024),  
21 <https://time.com/6992955/time-and-openai-announce-strategic-content-partnership/>; Press  
22 Release, *The Atlantic Announces Product and Content Partnership with OpenAI*, The Atlantic  
23 (May 29, 2024), <https://www.theatlantic.com/press-releases/archive/2024/05/atlantic-product-content-partnership-openai/678529/>;  
24 Sara Fischer, *Exclusive: The Atlantic, Vox Media Ink Licensing, Product Deals with Open AI*, Axios (May 29, 2024),  
25 <https://www.axios.com/2024/05/29/atlantic-vox-media-openai-licensing-deal>; Katie Robertson,  
26 *OpenAI Strikes a Deal to License News Corp Content*, The New York Times (May 22, 2024),  
27 <https://www.nytimes.com/2024/05/22/business/media/openai-news-corp-content-deal.html>; Sara  
28 Fischer, *OpenAI Inks Licensing Deal with Dotdash Meredith*, Axios (May 7, 2024),  
<https://www.axios.com/2024/05/07/openai-dotdash-meredith-licensing-deal>; Press Release,  
*Financial Times Announces Strategic Partnership with Open AI*, Financial Times (Apr. 29, 2024),  
[https://aboutus.ft.com/press\\_release/openai](https://aboutus.ft.com/press_release/openai); Louis Dreyfus and Jérôme Fenoglio, *Le Monde and*  
*OpenAI Sign Partnership Agreement on Artificial Intelligence*, Le Monde (Mar. 13, 2024),  
[https://www.lemonde.fr/en/about-us/article/2024/03/13/le-monde-signs-artificial-intelligence-partnership-agreement-with-open-ai\\_6615418\\_115.html](https://www.lemonde.fr/en/about-us/article/2024/03/13/le-monde-signs-artificial-intelligence-partnership-agreement-with-open-ai_6615418_115.html); Press Release, *Global News*  
*Partnerships: Le Monde and Prisa Media*, OpenAI (Mar. 13, 2024),  
<https://openai.com/index/global-news-partnerships-le-monde-and-prisa-media/>; Helen Coster,  
*Global News Publisher Axel Springer Partners with OpenAI in Landmark Deal*, Reuters (Dec. 13,  
2023), <https://www.reuters.com/business/media-telecom/global-news-publisher-axel-springer-partners-with-openai-landmark-deal-2023-12-13/>;  
Press Release, *OpenAI Data Partnerships*, OpenAI (Nov. 9, 2023), <https://openai.com/index/data-partnerships/>; Sara Fischer, *Exclusive: AP*  
*Strikes News-sharing and Tech Deal with OpenAI*, Axios (Jul. 13, 2023),  
<https://www.axios.com/2023/07/13/ap-openai-news-sharing-tech-deal>.

1 **OpenEvidence Sources:**

2 Press Release, *Wiley and OpenEvidence Partner to Deliver Trusted Research to Physicians at the*  
3 *Point of Care*, OpenEvidence (Mar. 3, 2026),  
4 [https://www.openevidence.com/announcements/wiley-and-openevidence-partner-to-deliver-](https://www.openevidence.com/announcements/wiley-and-openevidence-partner-to-deliver-trusted-research-to-physicians-at-the-point-of-care)  
5 [trusted-research-to-physicians-at-the-point-of-care](https://www.openevidence.com/announcements/wiley-and-openevidence-partner-to-deliver-trusted-research-to-physicians-at-the-point-of-care); Press Release, *OpenEvidence and the JAMA*  
6 *Network Sign Strategic Content Agreement*, JAMA (June 5, 2025),  
7 [https://media.jamanetwork.com/announcement/openevidence-and-the-jama-network-sign-](https://media.jamanetwork.com/announcement/openevidence-and-the-jama-network-sign-strategic-content-agreement/)  
8 [strategic-content-agreement/](https://media.jamanetwork.com/announcement/openevidence-and-the-jama-network-sign-strategic-content-agreement/); Press Release, *OpenEvidence and NEJM Group, Publisher of the*  
9 *New England Journal of Medicine, Sign Content Agreement*, NEJM Group (Feb. 19, 2025),  
10 <https://www.openevidence.com/announcements/openevidence-and-nejm>.

8 **Particle News Sources:**

9 Charlotte Tobitt, *The Observer Signs Deal to Appear on AI News Platform Particle*, PressGazette  
10 (Oct. 23, 2025), [https://pressgazette.co.uk/news/the-observer-signs-deal-to-appear-on-ai-news-](https://pressgazette.co.uk/news/the-observer-signs-deal-to-appear-on-ai-news-platform-particle/)  
11 [platform-particle/](https://pressgazette.co.uk/news/the-observer-signs-deal-to-appear-on-ai-news-platform-particle/); Press Release, *Particle News to Bring Long Reads to Personalized Experience,*  
12 *and Announces Partnership with The Atlantic*, Particle News (July 1, 2025),  
13 [https://www.einpresswire.com/article/827131429/particle-to-bring-long-reads-to-personalized-](https://www.einpresswire.com/article/827131429/particle-to-bring-long-reads-to-personalized-news-experience-and-announces-partnership-with-the-atlantic)  
14 [news-experience-and-announces-partnership-with-the-atlantic](https://www.einpresswire.com/article/827131429/particle-to-bring-long-reads-to-personalized-news-experience-and-announces-partnership-with-the-atlantic); Press Release, *Expanding*  
15 *Particle's Publisher and Visual Content Partnerships*, Particle News (Oct. 23, 2024),  
16 [https://particlenews.medium.com/expanding-particles-publisher-and-visual-content-partnerships-](https://particlenews.medium.com/expanding-particles-publisher-and-visual-content-partnerships-ae153ea1c956)  
17 [ae153ea1c956](https://particlenews.medium.com/expanding-particles-publisher-and-visual-content-partnerships-ae153ea1c956).

14 **Perplexity Sources:**

15 Press Release, *Announcing Comet Plus Launch Partners*, Perplexity (Oct. 1, 2025),  
16 <https://www.perplexity.ai/hub/blog/announcing-comet-plus-launch-partners>; Press Release,  
17 *Welcoming Gannett to the Perplexity Publisher Program*, Perplexity (July 30, 2025),  
18 <https://www.perplexity.ai/hub/blog/welcoming-gannett-to-the-perplexity-publisher-program>;  
19 *AccuWeather and Perplexity Announce Strategic Partnership to Deliver Real-time, AI-powered*  
20 *Weather Insights and Alerts*, PR Newswire (June 26, 2025), [https://www.prnewswire.com/news-](https://www.prnewswire.com/news-releases/accuweather-and-perplexity-announce-strategic-partnership-to-deliver-real-time-ai-powered-weather-insights-and-alerts-302491665.html)  
21 [releases/accuweather-and-perplexity-announce-strategic-partnership-to-deliver-real-time-ai-](https://www.prnewswire.com/news-releases/accuweather-and-perplexity-announce-strategic-partnership-to-deliver-real-time-ai-powered-weather-insights-and-alerts-302491665.html)  
22 [powered-weather-insights-and-alerts-302491665.html](https://www.prnewswire.com/news-releases/accuweather-and-perplexity-announce-strategic-partnership-to-deliver-real-time-ai-powered-weather-insights-and-alerts-302491665.html); Louis Dreyfus and Jérôme Fenoglio,  
23 *Artificial Intelligence: Le Monde Signs Partnership Agreement with Perplexity*, Le Monde (May  
24 14, 2025), [https://www.lemonde.fr/en/about-us/article/2025/05/14/artificial-intelligence-le-monde-](https://www.lemonde.fr/en/about-us/article/2025/05/14/artificial-intelligence-le-monde-signs-partnership-agreement-with-perplexity_6741262_115.html)  
25 [signs-partnership-agreement-with-perplexity\\_6741262\\_115.html](https://www.lemonde.fr/en/about-us/article/2025/05/14/artificial-intelligence-le-monde-signs-partnership-agreement-with-perplexity_6741262_115.html); Kyle Wiggers, *Perplexity*  
26 *Expands Its Publisher Program*, TechCrunch (Dec. 5, 2024),  
27 <https://techcrunch.com/2024/12/05/perplexity-expands-its-publisher-program/>; Kayleigh Barber,  
28 *Perplexity's New Rev-Share Publisher Program Is Live, but Not All Pubs Are Sold*, Digiday (Jul.  
30, 2024), [https://digiday.com/media/perplexitys-new-rev-share-publisher-program-is-live-but-](https://digiday.com/media/perplexitys-new-rev-share-publisher-program-is-live-but-not-all-pubs-are-sold/)  
not-all-pubs-are-sold/; Emillia David, *Perplexity Brings Yelp Data to Its Chatbot*, The Verge  
(Mar. 12, 2024), [https://www.theverge.com/2024/3/12/24098728/perplexity-chatbot-yelp-](https://www.theverge.com/2024/3/12/24098728/perplexity-chatbot-yelp-suggestions-data-ai)  
suggestions-data-ai.

1 **Pi School Sources:**

2 Press Release, *Wiley Partners with Pi School to Enhance the European Space Agency’s AI-*  
3 *Powered Earth Virtual Expert (EVE) Project*, Wiley (Mar. 13, 2025),  
4 <https://tinyurl.com/3e42r74d>.

4 **Potato Sources:**

5 Press Release, *Wiley Launches New Partnership Innovation Program to Deliver AI Advantages*  
6 *for Researchers and Practitioners*, Wiley (Oct. 17, 2024), <https://tinyurl.com/mprwau5s>.

7 **ProRata.ai Sources:**

8 Karen Rønde, *ProRata Partners with DPCMO to Launch the First Decentralized Sovereign AI*  
9 *Answer Engine*, DPCMO (Dec. 10, 2025), [https://dpcmo.dk/prorata-partners-with-dpcmo-to-](https://dpcmo.dk/prorata-partners-with-dpcmo-to-launch-the-first-decentralized-sovereign-ai-answer-engine/)  
10 [launch-the-first-decentralized-sovereign-ai-answer-engine/](https://dpcmo.dk/prorata-partners-with-dpcmo-to-launch-the-first-decentralized-sovereign-ai-answer-engine/); *Man of Many Partners with*  
11 *ProRata.ai for Greater Publisher Rights in the AI Era*, Mumbrella (June 12, 2025),  
12 [https://mumbrella.com.au/man-of-many-partners-with-prorata-ai-for-greater-publisher-rights-in-](https://mumbrella.com.au/man-of-many-partners-with-prorata-ai-for-greater-publisher-rights-in-the-ai-era-877518)  
13 [the-ai-era-877518](https://mumbrella.com.au/man-of-many-partners-with-prorata-ai-for-greater-publisher-rights-in-the-ai-era-877518); *ProRata AI Signs Partnerships with More Than 500 Publications, Giving*  
14 *Gist.ai One of the Largest Licensed Content Libraries In Generative AI Search*, BusinessWire  
15 (June 6, 2025), [https://www.businesswire.com/news/home/20250606852177/en/ProRata-AI-](https://www.businesswire.com/news/home/20250606852177/en/ProRata-AI-Signs-Partnerships-With-More-Than-500-Publications-Giving-Gist.ai-One-of-the-Largest-Licensed-Content-Libraries-in-Generative-AI-Search)  
16 [Signs-Partnerships-With-More-Than-500-Publications-Giving-Gist.ai-One-of-the-Largest-](https://www.businesswire.com/news/home/20250606852177/en/ProRata-AI-Signs-Partnerships-With-More-Than-500-Publications-Giving-Gist.ai-One-of-the-Largest-Licensed-Content-Libraries-in-Generative-AI-Search)  
17 [Licensed-Content-Libraries-in-Generative-AI-Search](https://www.businesswire.com/news/home/20250606852177/en/ProRata-AI-Signs-Partnerships-With-More-Than-500-Publications-Giving-Gist.ai-One-of-the-Largest-Licensed-Content-Libraries-in-Generative-AI-Search); Sam Quigley, *News/Media Alliance*  
18 *Announces AI Licensing Partnership with ProRata*, News/Media Alliance (Mar. 26, 2025),  
19 <https://www.newsmediaalliance.org/prorata-licensing-partnership/>; *ProRata Announces Gist.ai,*  
20 *New AI Search Engine Based Entirely on High-Quality Licensed Content*, BusinessWire (Dec. 9,  
21 2024), [https://www.businesswire.com/news/home/20241209071998/en/ProRata-Announces-](https://www.businesswire.com/news/home/20241209071998/en/ProRata-Announces-Gist.ai-New-AI-Search-Engine-Based-Entirely-on-High-Quality-Licensed-Content)  
22 [Gist.ai-New-AI-Search-Engine-Based-Entirely-on-High-Quality-Licensed-Content](https://www.businesswire.com/news/home/20241209071998/en/ProRata-Announces-Gist.ai-New-AI-Search-Engine-Based-Entirely-on-High-Quality-Licensed-Content); *Major UK*  
23 *Media Organizations Join ProRata’s Movement to Credit and Compensate Content Owners in the*  
24 *Age of Generative AI*, BusinessWire (Nov. 20, 2024),  
25 [https://www.businesswire.com/news/home/20241119176784/en/Major-UK-Media-Organizations-](https://www.businesswire.com/news/home/20241119176784/en/Major-UK-Media-Organizations-Join-ProRata%E2%80%99s-Movement-to-Credit-and-Compensate-Content-Owners-in-the-Age-of-Generative-AI)  
26 [Join-ProRata%E2%80%99s-Movement-to-Credit-and-Compensate-Content-Owners-in-the-Age-](https://www.businesswire.com/news/home/20241119176784/en/Major-UK-Media-Organizations-Join-ProRata%E2%80%99s-Movement-to-Credit-and-Compensate-Content-Owners-in-the-Age-of-Generative-AI)  
27 [of-Generative-AI](https://www.businesswire.com/news/home/20241119176784/en/Major-UK-Media-Organizations-Join-ProRata%E2%80%99s-Movement-to-Credit-and-Compensate-Content-Owners-in-the-Age-of-Generative-AI); Charlotte Tobitt, *FT, Atlantic, Axel Springer and Fortune Get Behind AI Start-*  
28 *up’s Per-use Compensation Plan*, PressGazette (Aug. 7, 2024),  
[https://pressgazette.co.uk/news/prorata-ai-publisher-deals-financial-times-axel-springer-fortune-](https://pressgazette.co.uk/news/prorata-ai-publisher-deals-financial-times-axel-springer-fortune-atlantic/)  
[atlantic/](https://pressgazette.co.uk/news/prorata-ai-publisher-deals-financial-times-axel-springer-fortune-atlantic/).