

June 23, 2026

**Protecting Open Science & Collaborative Software Development  
in the California AI Transparency Act (SB 942 via Amendment in SB 1000)**

Dear Senator Becker,

We, the undersigned organizations, write to propose targeted amendments to the California AI Transparency Act that are vital to ensure compatibility with core tenets of open science and collaborative software development. These amendments will both ensure California remains home to open science and collaborative software development, and align the Act with emerging best practice internationally.

Open source software licenses are essential to open science and collaborative software development. They provide users with the freedom to build on and reuse complex software, in turn lowering barriers to competition, collaboration, and innovation. Today, open source software contributes more than [\\$8 trillion in value to the economy](#) and is used in [96% of commercial software](#). Further, open source software promotes transparency, enabling developers and researchers to more easily study and test software for safety, cybersecurity, bias, and other risks before deployment. Most advancements and notable AI systems in use today are based on open science and open source. Open innovation through open source AI fosters competition and collaboration.

Unfortunately, **as drafted, the bill's license revocation requirements (Section 22757.3(b)) conflict with the core principles of open source licenses as defined by the [Open Source Definition](#) and practiced by developers globally.**

We appreciate Senator Becker's willingness to engage with the open source community. However, by continuing to mandate license revocability, Section 22757.3(b) threatens key aspects of the open source software ecosystem that underpin California's leadership in technology.

We are confident that there is a path forward that still meets the objectives of this legislation without compromising open source licenses. At the recent Committee on Privacy and Consumer Protection hearing, Sen. Becker expressed his intent to align this law with the [EU Code of Practice on Transparency of AI-Generated Content](#). We agree that the Code is a helpful blueprint; notably, it was adapted in response to feedback from the open source community and now reflects a balanced approach that differs in key respects from Section 22757.3(b). In particular, it expressly avoids impacts on open source licensing.

Below, we briefly explain this issue and proposed amendments. We look forward to working with you to resolve this issue.

## **The Section is Incompatible with Open Source Licensing and Offers Negligible Benefit**

As written, the bill requires that licenses can be revoked at the discretion of the original developer. However, open source licenses are intentionally perpetual and irrevocable. Organizations that standardize open source licenses, such as the Free Software Foundation or the Open Source Initiative, insist on irrevocability to ensure long-term legal certainty and interoperability between software components. If licenses were revocable at the discretion of an upstream developer, that would destabilize or disrupt entire downstream systems. A statutory mandate requiring revocation or termination is flatly incompatible with open source licensing.

Further, while this law creates material harms to open source licensing, it does not appear to meaningfully improve compliance with the underlying obligations in SB 942. The Attorney General gains no additional enforcement authority to pursue noncompliance by a bad actor. Notably, to the extent a third party has integrated an AI system into a subsequent AI system, that actor would itself fall within the definition of a “covered provider” and be directly subject to the requirements of SB 942.

## **Small Amendments Can Achieve the Original Intent in a Manner Consistent with Open Source Licensing**

We appreciate recent efforts to account for differences in open source ecosystems. For instance, the insertion of “To the extent it is technically feasible” in Section 22757.3(a) appropriately recognizes that covered providers may have different levels of technical control over downstream users, and what might be technically feasible for a closed source system might not be technically feasible for an open source system. We also appreciate the amendments in Section 22757.3(b)(4) that clarify providers have no duty to monitor downstream licensees. The bill must retain these amendments.

However, these changes do not resolve the fundamental incompatibility between the proposed license revocation requirements and open source licensing.

There is a better way forward that advances the bill’s objectives and maintains compatibility with open source development (see Annex A), as illustrated by the recent EU AI Act [Code of Practice on Transparency](#). The Code, which was recently finalized, also requires that covered providers make “best efforts” to maintain the integrity of the provenance system (see Annex B). However, it explicitly stipulates that providers can meet this requirement by notifying downstream users of their legal obligations through documentation included with the AI system, rather than license revocation:

*For AI systems and models provided under free and open-source licenses, it is sufficient for Signatories to alert users to this best practice in the documentation accompanying the AI system or model, without prejudice to the free and open-source nature of the license—Measure 1.2(b)*

We appreciate the Legislature’s efforts to address serious concerns around information integrity and to ensure individuals have tools to understand when content has been generated or altered by AI. We also welcome your continued engagement with the open source community. California has long been a leader in AI innovation, and preserving a strong open source ecosystem is critical to maintaining that leadership—particularly for startups, researchers, and smaller developers who rely on open source software to compete and innovate. This issue turns on a core principle of open source licensing: its reliance on perpetual, irrevocable terms that do not impose downstream enforcement obligations. Aligning SB 1000 with the approach reflected in the EU Code of Practice would enable California to advance its transparency goals while preserving the open, collaborative model that underpins AI research and innovation.

Sincerely,

Black Forest Labs

GitHub

Hugging Face

Mozilla Corporation

#### **Annex A: Proposed Amendments to Section 22757.3(b)**

(b) (1) If a covered provider licenses its GenAI system to a third party, the covered provider shall ~~require~~ *include in the acceptable use policy, terms and conditions, or the documentation accompanying their generative AI system a notification that both of the following as terms of the license:*

*~~(A) That the system, and if applicable, modifications to the system, must remain in compliance with this chapter, to the extent it is technically feasible.~~*

*~~(B) That the covered provider may revoke, suspend, or terminate the licensee’s authorization to use the GenAI system if the licensee modifies the GenAI system such that it no longer complies with this chapter.~~*

(2) If a covered provider ~~has actual knowledges~~ that an identifiable third-party licensee modified a licensed GenAI system such that it no longer-complies with this chapter, the covered provider *shall advise the licensee of its noncompliance* ~~revoke-terminate the license licensee’s authorization to use the GenAI system~~ within 72 hours of discovering the licensee’s ~~action~~ **noncompliance**.

(3) A third-party licensee shall cease using or making available a licensed GenAI-system, including a copy or modified version of the GenAI system, *after being advised of its*

*noncompliance* ~~licensee's authorization to use the GenAI system has been terminated~~ by the covered provider pursuant to paragraph subdivision (2).

(4) This subdivision does not require a covered provider to monitor, investigate, or otherwise inquire into a third-party licensee's use or modification of a licensed GenAI system.

## **Annex B: EU Code of Practice on Transparency in AI-Generated Content, Measure 1.2** (emphasis added)

### Measure 1.2: Non-removal of markings

Without prejudice to the robustness requirement in Commitment 3, Signatories will make best efforts to preserve metadata markings on input data and content generated or manipulated by their AI system by applying the following cumulative measures:

a) Signatories will, to the extent technically feasible and recognisable as per open standards, retain, and abstain from intentionally altering or removing, existing metadata markings, where such content is used as input and subsequently transformed by their AI system into an output. This does not affect good faith, legitimate processing where the modification, transformation or replacement of existing metadata is necessary to maintain accurate and functional information following downstream processing or specific legitimate processing, such as for security audits and research purposes.

**b) While Signatories recognise that downstream compliance and enforcement cannot be guaranteed, they will nevertheless include in the acceptable use policy, terms and conditions or the documentation accompanying their generative AI system a prohibition of the intentional removal of or tampering with metadata markings by deployers or any other third party. Exceptions to such a prohibition are the legitimate purposes referred to in point a). For AI systems and models provided under free and open-source licenses, it is sufficient for Signatories to alert users to this best practice in the documentation accompanying the AI system or model, without prejudice to the free and open-source nature of the license.**

Measures specified in point a) above do not imply the responsibility of the Signatory for third party metadata markings, nor for compliance of third parties with the conditions specified in point b).

Furthermore, Signatories will neither place or make available on the market, nor promote or advertise the use of tools whose purpose is to circumvent the machine-readable markings added to the AI-generated or manipulated content for transparency.

Signatories who operate an online platform or search engine, or who otherwise disseminate content to the public, are encouraged to ensure that the online platform or the search engine preserves metadata markings for AI-generated or manipulated content.