

From Business Records to Licensed AI Data: A Practical Rights Framework

A practical framework for documenting origin, permissions, privacy boundaries and commercial scope before a dataset is offered to a buyer.

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Key takeaways

- Origin, authority, sensitive content and permitted use are separate questions.
- A reviewable release package links included material to its sources and permissions.
- Review findings, permissions and release approvals are documented for each collection.

Executive overview

A data product requires a defined collection and a documented permission path. Our rights-review framework establishes what material is included, the authority for its intended use, and the exclusions and obligations governing release. It connects commercial scope to evidence and written approval.

The framework separates four questions: origin, authority, sensitive content and licensed use. Combining them into a single statement that “we own the data” can conceal important gaps.

1. Define the product before reviewing everything

Begin with the intended capability and a defined collection. Identify the data unit, source types, date range and exclusions. A focused product makes quality review and rights investigation precise and manageable.

For example, a construction evaluation case links an authorized decision to permitted evidence. Scope review identifies exclusions such as security plans or disputed communications, and records the reasons for those decisions.

2. Establish origin and lineage

Maintain a record of where each source came from, who supplied it, when it was received and how it changed during preparation. Distinguish company-created material from customer, vendor and contractor contributions. Record AI-generated labels separately from source facts.

The release manifest links each product unit to its permitted sources and transformation history. It supports investigation and correction while limiting unnecessary sensitive details in buyer-facing material. Source

lineage records the history; rights review establishes the licensing authority.

3. Investigate authority to grant the intended use

The review should identify the person authorized to act for the supplier and the agreements affecting the material. Relevant questions can involve intellectual property, confidentiality, privacy, employment and vendor terms. Requirements depend on facts, jurisdictions and the intended use; this paper does not provide a complete jurisdiction-specific legal checklist.

A rights register should record the evidence supporting a permission, its scope, unresolved issues and the reviewer. A supplier's assurance may be relevant, but it should not be treated as proof that every third-party contribution has been cleared. Unresolved categories should be excluded or held until investigated.

4. Review privacy and confidentiality separately

The FTC's January 2024 guidance emphasizes honoring privacy and confidentiality commitments [1]. Its February 2024 guidance warns against surreptitious retroactive changes to privacy terms [2]. These are useful signals for the framework: review the commitments under which information was collected before proposing a different use.

Use a source-specific assessment to identify direct identifiers, contextual identification, confidential business material and prohibited categories. Decide whether to exclude, redact, aggregate or obtain further permission. No single processing method resolves all of these issues. Removing a name does not establish that the remaining record is anonymous or licensable.

Preparation combines automated assistance with human review appropriate to the collection and intended use. Review findings and release decisions are documented. Security, privacy and certification claims require evidence of the relevant controls.

5. Define permissions across the buyer lifecycle

Specify evaluation, training and any other permitted uses distinctly. Address affiliates, contractors, onward transfer, source redistribution, retention and derived outputs. Decide how buyer identity and scope are approved and which actions Aegis may take without obtaining a new supplier approval.

Termination language should distinguish ending future collection from ending existing licenses. It should also distinguish deletion of source copies from the practical consequences of prior model training. Parties should not promise model unlearning or complete reversibility without a defined, supportable mechanism.

6. Make the economics auditable

The supplier agreement defines licensing proceeds, the agreed share, expressly permitted adjustments, payment triggers and reporting. It states the no-upfront-fee arrangement and the work within scope, so responsibilities and payment obligations are clear from the start.

Nonexclusive licensing is our preferred starting point. The supplier and buyer agree any exclusivity explicitly, with a defined scope, duration and commercial justification.

7. Build a reviewable release package

- Product description and release identifier.
- Representative sample with permitted evaluation scope.
- Source and transformation manifest at an appropriate disclosure level.
- Permissions register and documented exclusions.
- Quality report, limitations and acceptance criteria.
- Delivery record and contact for questions or corrections.

These documents should make a product reviewable rather than merely assert that it is “clean.” Quality failures, rights gaps and restricted categories should be recorded honestly. A buyer can then evaluate an actual scope instead of relying on broad marketing language.

8. Practical decision points

Proceed when there is a plausible buyer use, understandable source evidence, a supportable permission path and an economic reason to prepare the product. Pause when authority, contractual restrictions, privacy obligations or essential context remain unresolved. Decline a collection when the intended use cannot be supported.

This framework keeps rights review, commercial scope and release decisions connected. We apply it to the collection at hand, maintain the evidence and document the permissions, exclusions and approvals that govern the license.

Sources & scope

Primary sources support the numbered factual statements. Product design, operating practice and commercial analysis reflect Aegis’s approach.

1. [FTC: Uphold your privacy and confidentiality commitments](#) January 9, 2024
2. [FTC: Quietly changing terms of service could be unfair or deceptive](#) February 13, 2024

Sources reviewed October 3, 2026. Historical sources describe the agreements and guidance at their publication dates. Aegis assesses each collection using its own scope, permissions and commercial terms.

Source links

FTC: Uphold your privacy and confidentiality commitments

<https://www.ftc.gov/policy/advocacy-research/tech-at-ftc/2024/01/ai-companies-uphold-your-privacy-confidentiality-commitments>

FTC: Quietly changing terms of service could be unfair or deceptive

<https://www.ftc.gov/policy/advocacy-research/tech-at-ftc/2024/02/ai-other-companies-quietly-changing-your-terms-service-could-be-unfair-or-deceptive>