

DISCLAIMER:

THIS DOCUMENT PROVIDES EXAMPLE TEMPLATE LANGUAGE TO SERVE ONLY AS A STARTING POINT IN DEVELOPING AN ACCEPTABLE AI USE POLICY. THIS DOCUMENT IS ONLY FOR GENERAL INFORMATIONAL PURPOSES AND IS NOT INTENDED TO PROVIDE LEGAL ADVICE OR TO CREATE AN ATTORNEY CLIENT RELATIONSHIP. THIS DOCUMENT SHOULD BE MODIFIED TO REFLECT THE ORGANIZATION'S OPERATIONS, RISK TOLERANCE, AND APPLICABLE LAW. USE OF THIS DOCUMENT DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAW, AND ORGANIZATIONS SHOULD SEEK LEGAL COUNSEL TO ENSURE THAT THEIR AI ACCEPTABLE USE POLICY CONFORMS WITH APPLICABLE LAW.

Effective Date: **[INSERT]**

Version: **[INSERT]**

[INSERT NAME]

ARTIFICIAL INTELLIGENCE (AI) USE POLICY

TABLE OF CONTENTS

- I. [Definitions](#)
- II. [About this Policy](#)
- III. [Policy Owner](#)
- IV. [Related Policies](#)
- V. [Applicable Laws and Other Considerations](#)
- VI. [Rules Governing the Use of AI Tools](#)
- VII. [Reporting Obligation](#)
- VIII. [Required AI Training](#)
- IX. [Consequences of Breaching this Policy](#)
- X. [Policy Maintenance, Changes, and Documentation](#)
- XI. Exhibits
 - A. [List of Approved AI Tools](#)
 - B. [AI Tool Prohibited Purposes](#)
 - C. [Generative AI Tool Rules](#)
 - D. [Special AI Tool Rules for Certain Scenarios](#)
 - E. [Policy Acknowledgment and Consent](#)

I. DEFINITIONS

The following definitions shall apply to this Policy:

“*AI Tools*” mean software or an application that uses an algorithm or other technology to enable computers and/or machines to simulate human learning, comprehension, problem solving, decision

making, creativity, and autonomy. The definition of “AI Tools” includes “Generative AI Tools” (as defined below).

“*AI Tool Output*” means the information or data generated by the AI Tool based on the information imputed into the AI Tool.

“*Approved AI Tools*” means the list of AI Tools (including “Generative AI Tools”) approved by [INSERT NAME] as enumerated in Exhibit [A].

“*Generative AI Tools*” means a type of AI Tool that uses large language models to generate new content such as text, images, video, audio, and other content based on the imputed training data. An example of a Generative AI Tool is OpenAI’s ChatGPT-4.

“*Permitted Purpose*” means the permitted uses or applications of Approved AI Tools and/or AI Tool Output that may be used by Workforce Members in the context of their employment relationship with [INSERT NAME], which are reflect in Exhibit [A];

“*Prohibited Purpose*” means the prohibited uses or applications of AI Tools and/or AI Tool Output by a Workforce Member which, if performed, would constitute a material violation of this Policy and may result in disciplinary action including and up to termination. The Prohibited Purposes are listed in Exhibit [B].

“*Restricted Data Inputs*” means the categories of information that may not be imputed into AI Tools.

“*Workforce Member*” means employees, independent contractors, volunteers, trainees, and other persons under the direct control of the [INSERT NAME], whether or not paid on the [INSERT NAME]’s payroll.

II. ABOUT THIS POLICY

A. *What is Artificial Intelligence*

Artificial intelligence (“AI”) refers to a machine-based system that can make predictions, recommendations, or decisions influencing real or virtual environments. One of the most recognizable types of AI in the general public is generative AI, which is an AI technology trained on large volumes of data to create text, pictures, audio, or video based on human questions or prompts. While AI technology has the potential to increase employee productivity and creativity, the use of AI technology by [INSERT NAME] Workforce Members (as defined below) can create risks to [INSERT NAME]’s [customers/constituents], other Workforce Members, and operations. Such risks may include increased risk of cybersecurity incidents, privacy and intellectual property violations, and risks to an individual’s safety or fundamental human rights.

B. *Policy Scope*

To address the above risks, [INSERT NAME] developed this Artificial Intelligence (AI) Use Policy (“Policy”) to outline Workforce Member obligations when using “AI Tools” (as defined below) to ensure that such tools are used in an ethical and compliant manner. This Policy is created in conjunction with and supplements [INSERT NAME]’s [INSERT NAME OF GENERAL IT ACCEPTABLE USE POLICY] as well as the following [Related Policies](#) described in Section [IV] below.

Specifically, this Policy outlines:

- (i) The rules all Workforce Members must observe when using AI Tools, including but not limited to Generative AI Tools;
- (ii) The circumstances in which [INSERT NAME] will monitor a Workforce Member's use of AI Tools; and
- (iii) Actions [INSERT NAME] will take if a Workforce Member violates this Policy.

Policies and procedures governing the development, implementation, and/or approval of new AI Tools are not covered under this Policy [and is addressed in the [INSERT NAME OF AI PROCUREMENT OR ADOPTION POLICIES]].

Please note that this Policy does not form part of any contract of employment with [INSERT NAME], and [INSERT NAME] may amend it at any time. In the event of uncertainty as to how or whether any part of this Policy applies, Workforce Members should seek guidance from a supervisor.

C. Who is Subject to This Policy

This Policy covers all Workforce Members. Workforce Member supervisors must ensure their staff understands and adheres to this Policy.

III. POLICY OWNER

The [INSERT TITLE OR POSITION OF POLICY OWNER] ("Policy Owner") is responsible for implementing, maintaining, and ensuring compliance with this Policy and conducting any review to assess the potential risks of AI Tools. Certain responsibilities of the Policy Owner may be delegated to a designee. For purposes of this Policy, references to Policy Owner herein shall also refer to the Policy Owner's designee. If a different department or Workforce Member role is responsible for a certain responsibility, it shall be noted in this Policy.

Workforce Members may contact the Policy Owner using the following contact details: [INSERT].

IV. RELATED POLICIES

The following policies shall be read in conjunction with and incorporated into this Policy:

[add related policies as applicable; related policies may include policies on data handling and classification, data privacy, cybersecurity, intellectual property, and copyright protection, third party risk management, and employee handbook, etc.] (collectively, the "Related Policies").

All Workforce Members must also read, understand, and fulfil their respective obligations under these Related Policies to the extent they apply to them.

V. APPLICABLE LAWS AND OTHER CONSIDERATIONS

Workforce Members must be aware of and comply with applicable laws and regulations that may apply to their use of AI Tools or AI Tool Output (collectively, "Applicable Laws"). The specific laws that apply may vary based: on the type of AI Tool used, the information inputted into the AI Tool, the purpose for using the AI Tool or AI Tool Output, and/or the type of AI Tool Output. Such Applicable Laws may include but are not limited to:

- [ADD RELEVANT LAWS]; and
- data protection, intellectual property, employment, worker safety, and/or product liability laws that may apply to the use of AI Tools.

Workforce Members also need to consider any contractual restrictions that may limit the types of data that may be entered into AI Tools or certain uses of such AI Tools. Workforce Members must also adhere to AI Tool restrictions enumerated in disclosures (e.g., in privacy policies or government filings) made by [INSERT NAME] before imputing and/or transmitting information into and/or otherwise using AI Tools or AI Tool Output.

Workforce Members should consult with their Legal Department and/or the Policy Owner for further guidance if they are unclear on AI Tool restrictions before using or imputing information into AI Tools.

VI. GENERAL RULES GOVERNING THE USE OF AI TOOLS

Workforce Members shall:

- (a) Use only Approved AI Tools specifically provided by the [INSERT NAME] Information Technology (IT) Department and listed in Exhibit [A] in the context of their employment or engagement with [INSERT NAME] (use of publicly available versions of Approved AI Tools are not permitted);
- (b) Use Approved AI Tools only on a [INSERT NAME] provided and approved device;
- (c) Input and/or transmit only permitted data classification categories into the AI Tool and use only minimum amount of permitted data needed into AI Tools to complete the intended business objective (both as defined in Exhibit [A]);
- (d) Use Approved AI Tools and/or AI Tool Output only for a Permitted Purpose reflected in Exhibit [A] in accordance with Applicable Laws, this Policy, and Related Policies and not use AI Tools and/or AI Tool Output for Prohibited Purposes enumerated in Exhibit [B], unless approved by the Policy Owner and senior management; and
- (e) Adhere to the rules governing the use of approved Generative AI Tools in Exhibit [C] and special rules for specific AI use scenarios in Exhibit [D] when using Approved AI Tools.

VII. REPORTING OBLIGATION

Any Workforce Member learning of any AI Tool Output or any use of AI Tools that may be considered as discriminatory, having a disparate impact, resulting in bias, or in violation of this Policy must report such to their immediate supervisor. All Workforce Members are responsible for promptly reporting any known or suspected violations of this Policy by a Workforce Member to the Policy Owner and/or their direct supervisor. Any suspected or known violations of this Policy that may (i) directly and imminently harm and/or materially impact the safety of individuals; (ii) compromise the security of [INSERT NAME]'s networks or systems; or (iii) involve the creation, publication, or distribution of child sexual abuse materials (CSAM) must **IMMEDIATELY** be reported to the Policy Owner.

VIII. REQUIRED AI TRAINING

All Workforce Members must complete AI acceptable use training upon new hire onboarding, upon adoption of new AI Tools, and on an [time frame] therefore. Failure to complete any required training within the required deadlines may result in disciplinary action. Any Workforce Member who is unsure of the requirements associated with the use of AI Tools or has questions concerning any AI Tool or application should consult with their immediate supervisor.

IX. CONSEQUENCES FOR BREACHING THIS POLICY

All Workforce Members must read and sign the “[*Artificial Intelligence \(AI\) Use Policy Acknowledgment and Consent*](#)” (found in Exhibit [E])

All Workforce Members must adhere to this Policy. Any use of unapproved AI Tools, misuse of Approved AI Tools or AI Tool Output, and/or input or transmission of Restricted Data Inputs through AI Tools is a material breach of this Policy that will be investigated and addressed under [INSERT NAME]’s disciplinary policies, including [INSERT POLICY NAME(s)]. Violators of this Policy may have disciplinary action taken against them including suspension of Approved AI Tools, termination of employment, and/or potential civil and/or criminal liability. Information pertaining to such misconduct may be handed to governmental bodies or law enforcement authorities, or other third parties as required by law, in connection with a criminal or regulatory investigation.

X. POLICY MAINTENANCE, CHANGES, & DOCUMENTATION

[INSERT NAME] reserves the right to amend or update this Policy as it deems appropriate. When necessary, the Policy Owner will periodically review and/or revise this Policy in response to environmental, legal, or operational changes affecting the use of AI Tools. The Policy Owner shall ensure that any changes made to this Policy, and all related information are properly documented in writing and maintained in [INSERT NAME]’s records for periods reflected in [INSERT NUMBER OF YEARS OR TITLE OF RECORDS RETENTION POLICY] or longer if required under Applicable Laws or if subject to a litigation hold. Workforce Members will be notified of any significant changes to this Policy and are expected to adhere to the updated guidelines. The Policy Owner will ensure that all Workforce Members are made aware of any changes to this Policy. For the avoidance of doubt, [INSERT NAME] reserves the right to amend or change this Policy at any time without notice, and all Workforce Members shall be responsible for complying with the most recent version of this Policy. Any exceptions to this Policy must be preapproved in writing by the Policy Owner and/or their direct supervisor(s).

EXHIBIT [A]

LIST OF APPROVED AI TOOLS

This list of approved AI Tools (including Generative AI tools) may be used by Workforce Members for the below described Permitted Purpose in the performance of their job functions in accordance with the conditions imposed under this Policy.

Approved AI Tools

Name	Permitted Data Inputs ¹	Permitted Purpose	Other Special Use Rules

Glossary of Data Classifications

[Add data classification categories – this can be based on the classifications enumerated in data handling rules]

¹ Any data categories not listed herein is considered a Restricted Data Input.

EXHIBIT [B]

AI TOOL PROHIBITED PURPOSES

Workforce Members may not use AI Tools for the enumerated purposes below.

Prohibited Purposes for Approved AI Tools

AI Tool Name	Prohibited Purposes

General Prohibited Purposes

Workforce Members may not use **any** AI Tool for the following “General Prohibited Purposes”:

1. Using AI Tools in violation of any applicable federal, state, local, or international law, ordinance, or regulation, including but not limited to laws governing the privacy or protection of personally identifiable information or the protection of a third party’s intellectual property rights;
2. Imputing into AI Tools the personally identifiable information of children under the age of [13/16/18 years old] without proper disclosures and/or consent when such disclosure and/or consent is required under Applicable Laws, or using children’s personally identifiable information in AI Tools for purposes not contemplated under such disclosures and/or consent;
3. Using AI Tools to:
 - (a) exploit, harm, or attempt to exploit or harm, children under the age of 18 years old in any way including but not limited to creating, distributing or promoting child sexual abuse materials or otherwise using AI Tools to facilitate child abuse;
 - (b) engage in, promote, or facilitate human trafficking or sexual solicitation, exploitation, or violence;
 - (c) attempt to impersonate another person or distribute or promote misinformation or disinformation, including the distribution of “deep fakes”;
 - (d) represent or mislead other individuals to believe that the AI Tool Output (including chat conversations created by AI Tools) are created by humans or to otherwise pass AI Tool Output as the Workforce Member’s own work;
 - (e) engage in or facilitate in harassment, discrimination, violence, terrorism, abuse, bullying, threats, intimidation, or hateful behavior, content, or speech;
 - (f) materially distort an individual or group’s behavior by impairing their ability to make an informed decision in a way that causes or is reasonably likely to cause significant harm;
 - (g) exploit the vulnerabilities of individuals or groups (e.g., vulnerabilities based on age, disability, or a specific social or economic situation) that causes or is reasonably likely to cause significant harm to such individual or group;
 - (h) discriminate against, or unlawfully treat differentially or unfavorably, any individual or group in the provision or denial of education, employment, employment benefits, credit, healthcare, housing, insurance, other economic benefits, or other essential goods and services on the basis of age, color, disability, ethnicity, genetic information, language, national origin, race, religion, reproductive health, sex, veteran status, or other classification protected by applicable laws or regulations;
 - (i) create a social scoring system based on social behavior or known, inferred, or predicted personality characteristics that cause detrimental or unfavorable treatment to particular individuals or groups;

- (j) plagiarize another individual's work and/or infringe on any patent, trademark, trade secret, copyright, or other intellectual property or other similar rights of any individual or legal person (including rights of publicity);
 - (k) compromise or violate the privacy rights of any individual, including by: (i) imputing personally identifiable information into AI Tools in violation of Applicable Laws and/or published disclosures and/or (ii) conducting unlawful monitoring, tracking, or surveillance of individuals;
 - (a) use AI Tools in violation of any collective bargaining agreements or workplace safety regulations;
 - (b) disrupt or interfere with critical infrastructure applications, or services, such as electrical, water, gas, and nuclear systems and facilities, road and air traffic control systems, emergency services, and telecommunications;
 - (l) distribute "spam" or other related unwanted content or otherwise use AI Tools to annoy or interfere with the work functions of other Workforce Members;
 - (m) intentionally or knowingly introduce or distribute into AI Tools or use the AI Tools to introduce or distribute any viruses, trojan horses, backdoors, malware, worms, logic bombs, malicious code, or other software, device, technology, or material that is malicious or technologically harmful; or
 - (n) circumvent or interfere with features, functionality, filters, or safeguards of the AI Tools that are intended to ensure compliance with Applicable Laws, this Policy, and Related Policies.
4. Without the prior express written approval of the Policy Owner and senior management and only to the extent approved by applicable law, using AI Tools to:
- (a) develop, operate, or distribute weapons, explosives, or any dangerous, illegal, regulated, or controlled substances, products, or materials;
 - (b) attempting or successfully gain unauthorized access to any network, system, application;
 - (c) attempt to or successfully gain unauthorized access to, interfere with, damage, or disrupt any parts of the AI Tools or any connected or related computer, software, hardware, device, data, database, system, or network (collectively, the "Related Systems");
 - (d) attempt to or successfully violate or facilitate a violation of the security, integrity, or availability of the AI Tools or any Related System;
 - (e) engage in or facilitate political campaigning or lobbying (including political materials or advertisements) (in no event may a Workforce Member use AI Tools to attempt to or successfully disrupt or interfere with any election process);
 - (f) assess the probability of an individual to commit a future crime or re-offend;
 - (g) engage in the practice of indiscriminate or untargeted web-scraping of biometric or other sensitive personally identifiable information (race, religion, sexual orientation, political beliefs, precise geolocation, national origin, and immigration status, etc.) from the Internet;
 - (h) create emotion recognition systems;
 - (i) categorize or infer sensitive characteristics (e.g., race, political opinions, religion, or sexual orientation, etc.) about individuals or groups based on biometric data or infer sensitive characteristics about them;
 - (j) engage in real-time, remote biometric identification of individuals in publicly accessible spaces;
 - (k) use AI Tools to create profiles about an individual and which the AI Tool makes or is used to substantially assist in making automated decisions about an individual or group of individuals that creates legal or similarly significant effects on the individual or group; or
 - (l) generate or provide legal, financial, health, medical, tax, or other professional advice, decisions, or recommendations.

EXHIBIT [C]

GENERATIVE AI TOOL RULES

All Workforce Members must adhere to the rules below when using approved Generative AI Tools.

When using approved Generative AI Tools, all Workforce Members must:

- (a) Ensure that any prompts, queries, or discussions used to generate AI Tool Output does not contain Restricted Data Inputs or production code.
- (b) Fully review and verify the accuracy of any AI Tool Output generated by approved Generative AI Tools before using or disclosing AI Tool Output, including checking any facts and/or sources relied upon by the approved Generative AI Tool when creating the AI Tool Output;
- (c) Ensure that any such AI Tool Output they do not contain biased, offensive, or discriminatory content or contains disinformation or misinformation;
- (d) Ensure that AI Tool Output does not contain any information or material protected under applicable intellectual property laws, unless appropriate licenses are obtained and acknowledgements are made);
- (e) Ensure that information imputed into the Approved AI Tool and any AI Tool Output does not improperly contain Restricted Data Inputs;
- (f) Document and save all prompts, queries, or discussions used to generate AI Tool Output from approved Generative AI Tools in accordance with Section IX of this Policy above;
- (g) Label any AI Tool Output as being generated by an approved Generative AI Tool and include the following information: (i) Generative AI Tool name, version, and type, (ii) how the Generative AI Tool was used, and (iii) who reviewed (and edited) the AI Tool Output;
- (h) Ensure that any public disclosures (e.g., privacy policies and/or government filings) disclose the use of approved Generative AI Tools, if applicable;
- (i) Disclose the use of an approved Generative AI Tool in any decisions made using an approved Generative AI Tool; and
- (j) Disclose to the other party the fact that communications or chats are generated by approved Generative AI Tools before starting the communication with the other party.

Workforce Members understand and agree that approved Generative AI Tools are provided to Workforce Members for business use and may not be used for personal purposes. Workforce Members also understand and agree that approved Generative AI Tools are merely a tool to facilitate, but not replace, the Workforce Member's job duties. approved Generative AI Tools are not full-proof and may "hallucinate" and/or generate inaccurate AI Tool Output. **The Workforce Member is ultimately responsible for any AI Tool Output they generate using an approved Generative AI Tool and must review and verify the accuracy of all AI Tool Output before sharing it internally or with third parties.** [FOR GOVERNMENT ENTITIES: Workforce Members understand that information disclosed to approved Generative AI Tools and found in AI Tool Output may create a public record subject to the state public records law or local retention policy.]

EXHIBIT [D]

SPECIAL AI TOOL RULES FOR CERTAIN SCENARIOS

[ADD SPECIAL RULES FOR CERTAIN SCENARIOS THAT MAY APPLY SUCH AS USE OF AI TRANSCRIPTION TOOLS IN ONLINE MEETINGS; AI WEARABLES IN THE OFFICE; USE OF AI AND COMPLIANCE WITH THE OPEN RECORDS LAWS; AND USE OF AI IN ACADEMIC, RESEARCH, HEALTHCARE SETTINGS, AND/OR IN AN EMPLOYMENT CONTEXT]

EXHIBIT [E]

POLICY ACKNOWLEDGMENT AND CONSENT

I, the undersigned, acknowledge that:

- (i) I have received and read version [x] of the Artificial Intelligence (AI) Use Policy (“Policy”);
- (ii) I understand and agree to comply with my obligations under this Policy;
- (iii) I understand that this Policy may change at any time, and it is my responsibility to keep appraised of any Policy changes;
- (iv) I understand and agree that [INSERT NAME] may monitor and/or audit my use of AI Tools (including any prompts or inquiries I may make to the AI Tool, any data I input into the AI Tool, and any AI Tool Output generated from my use of the AI Tool) to ensure compliance with this Policy and Related Policies;
- (v) I agree to notify the Policy Owner and/or my supervisor of any actual or suspected breach of this Policy in accordance with Section VII of this Policy;
- (vi) I understand that failure to comply with this Policy may result in disciplinary action, and in certain cases, may lead to civil and/or criminal liability; and
- (vii) I understand that this Policy is not intended to restrict communications or actions protected or required by state or federal law.

A signed copy of this Acknowledgement and Consent will be placed in the Workforce Member’s Human Resources personnel file.

Signature

Printed Name

Date