



Generative AI Systems

Sample Acceptable Use Policy

The following document is provided solely as a guide. It is only intended as an outline to assist in establishing your own policies and processes. It is expected that you would modify this document and the contents herein to align with your unique business objectives, requirements, and needs. It does not intend to purport that this is the only way to implement the given topic security measures. Many sources may have been used in developing this content under Fair Use Rights as provided by U.S. Copyright Act Sections 107 and 108 and other applicable intellectual property law.

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Objective

The objective of this policy is to identify the potential risks to [Company] and its subsidiaries, hereinafter ["Company"] regarding generative artificial intelligence (AI) systems and ensure the responsible, legal, and ethical use of generative AI systems by employees within [Company].

[Company] reserves the right to amend or update this policy as needed to reflect changes in technology, legislation, regulation, or industry best practices. Employees, contractors, consultants, vendors, agents, temporary, and other workers, will be notified of any significant changes to the policy and are expected to adhere to the updated guidelines.

Scope

This policy applies to all employees, contractors, consultants, vendors, agents, temporary and other workers at [Company] and its subsidiaries that manage and support [Company's] reputation and/or has access to data, derived data, and other information that is collected, processed and stored within the organization's information systems, whether owned or leased, or those of third parties.

Policy

This policy establishes appropriate use of any generative artificial intelligence system by [Company's] employees, contractors, vendors, agents, temporary and other workers operating on behalf of the [Company] to ensure transparency and accountability in the use of Generative AI Systems. All employees shall remain respectful, responsive, and genuine, and exercise the same high standard of professional and ethical behavior with generative AI systems as they do on any other platform and while performing any other function of their employment. At no time should such any content created from a generative AI system undermine the [Company's] efforts to remain a good steward of the public trust.

Definitions

Generative AI System: Software applications or platforms that leverage artificial intelligence to create, modify, or generate content, including but not limited to text, images, videos, audio, or the like.

Standards

1. [Company] reserves the right to refuse, by physical and non-physical means, the ability to connect to generative AI System(s) to corporate-connected infrastructure;
2. Using a Generative AI System to make automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare) is prohibited;
3. Employees, contractors, consultants, vendors, agents, temporary and other workers are prohibited from creating content using a Generative AI System, transmitting content created by a Generative AI System, using a Generative AI System to create, edit, or memorialize any binding transaction, or using a Generative AI System as a means to store [Company] information in the conduct of [Company] business, unless:
 - a. The Generative AI System has been approved as a third-party vendor for use within the [Company] by [Title/Position] for an intended and specific use case or business purpose;
 - b. The employee, contractor, consultant, vendor, agent, temporary or other worker has been specifically authorized to use a system for a specific purpose by [Title/Position];
 - c. The employee, contractor, consultant, vendor, agent, temporary or other worker has been specifically trained on each system that they have been authorized to use;
 - d. The employee, contractor, consultant, vendor, agent, temporary or other worker is provided monthly updates by the [Company] regarding approved usage, legal, and regulatory requirements of the Generative AI System; and
 - e. The employee, contractor, consultant, vendor, agent, temporary or other legal worker provides monthly updates to the [Company] regarding approved usage, legal, and regulatory requirements of the Generative AI System.

Note: Ownership of Intellectual Property created using artificial intelligence is still developing, please consult with FPOV and McAfee & Taft with any questions.

4. Any attempt to contravene or bypass the Generative AI System approval processes or circumvent security procedures will be deemed a malicious act and will be dealt with in accordance with [Company IT Security Policy];
5. Employees, contractors, consultants, vendors, agents, temporary or other workers are required to report any unauthorized use of a Generative AI System or suspected violations of this policy to their [Supervisor/Department Head/or the designated compliance officer];

6. The use of a Generative AI System for business purposes must only be done on a [Company] provided and approved device;
7. No [Company] restricted, proprietary, confidential, or sensitive information will be provided to a Generative AI System, either as an input, as part of a prompt, or in any other manner. You must ensure that [Company] information is protected in accordance with the [Company IT Security Policy];
8. The employee, contractor, consultant, vendor, agent, temporary or other worker must receive approval from their [Supervisor/Department Head] to use any Generative AI System created content, in whole or in part, in the conduct of [Company] business;
9. Any Generative AI System created content, in whole or in part, that is perceived by others or can be considered to be categorized in the following manner is prohibited and is subject to disciplinary action up to and including termination:
 - a. Content that is illegal under local, state, federal or international law or is perceived to promote violations of law (i.e., promoting illegal substances, extremism, violence, abuse, etc.);
 - b. Content used to interfere with the general course and scope of [Company] business (i.e., spam, phishing, malware, deceptive activities, fraudulent activities, etc.);
 - c. Content that could be considered by others to be threatening or harmful (i.e. promotes hatred, considered intimidation or harassment, promotes self-harm, or otherwise impacts protected characteristics, etc.) or that could be used to facilitate dangerous activity by others;
 - d. Content that is intended to misrepresent, misinform, or provide misleading information (i.e., claims of expertise or lack thereof by [Company], competitor, or others);
 - e. Content which includes a representation of actual work by an individual living or deceased or by another organization is prohibited without explicit disclosure and/or explicit consent;
 - f. Content that can be considered to include protected, proprietary, confidential or otherwise sensitive information of [Company], employees, other entities, or individuals (i.e., trade secrets, intellectual property, financial position, personally identifiable information, personal health information, personal financial information, etc.); and
 - g. Content that the [Company] management determines is inconsistent with the [Company's] mission, values, and ethical standards.
10. If the employee, contractor, consultant, vendor, agent, temporary or other worker and the content generated, in whole or in part, meets the requirements stated above, the content must:

- a. Meet the [Company] brand content style guide;
 - b. Be clearly disclosed and acknowledged, including the Generative AI System used and the extent of the Generative AI content.
11. Prior to the use, or distribution of any Generative AI System created content, it is the responsibility of the employee, contractor, consultant, vendor, agent, temporary or other worker to review the content for validity, appropriateness, and ensuring the content meets the high standard of professional and ethical behavior expected by [Company] as disclosed in [Company] [Handbook, Policy and Procedures, Employment Agreement...];
12. [Company] employees shall have no expectation of privacy in anything they store, send or receive to or from the Generative AI System;
13. [Company] is not obliged to monitor transmissions to an approved Generative AI System, but may monitor usage without prior written or verbal notice to an employee, contractor, consultant, vendor, agent, temporary or other worker;
14. Content, data, and derived data related to the use of a Generative AI System must follow the [Company Retention and Media Sanitation Policies].
15. [Company] shall maintain an audit schedule of content created by an employee, contractor, consultant, vendor, agent, temporary or other worker using a Generative AI System(s) to ensure use and operation of the Generative AI System(s) is in accordance with the [Company's] mission, values, and ethical standards.
16. [Company] shall maintain a maintenance schedule to track updates to AI software.

Limitation on Liability

IN NO EVENT WILL [COMPANY] BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, VENDORS, AGENTS, TEMPORARY OR OTHER WORKERS USE AND DEVELOPMENT OF ONE OR MORE GENERATIVE AI SYSTEM. THE FOREGOING INCLUDES ANY DIRECT, IN DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

To the fullest extent permitted by applicable law, the [Company's] employees, contractors, consultants, vendors, agents, temporary and other workers agree to defend, indemnify, and hold the [Company] harmless from and against any loss, claim, settlement, penalty or liability (including reasonable attorneys' fees) related to [Company's] owners, officers, directors, employees, contractors, consultants, vendors, agents, temporary or other workers use and development of one or more Generative AI System.

Governing Law and Jurisdiction

All matters, disputes or claims relating to [Company] and this Policy (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of [State] without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, this Policy and related Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of [State] in each case located in the City of [City], [County] County. By agreeing to this Policy and related Terms as [Company's] owners, officers, directors, employees, contractors, consultants, vendors, agents, temporary or other workers, you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

[Company] may only waive its rights under this Policy and related Terms in writing. If any provisions of this Policy and related Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Policy and related Terms will continue in full force and effect.

Revision History

Date of Change	Responsible	Summary of Change
03/29/2023	FPOV, McAfee & Taft	Initial Policy Developed

Note: The current acceptable usage, regulatory, and legal frameworks for Generative and other AI systems may change quickly. To adequately identify your most beneficial use cases, risk tolerance, governance models, audits, and specific legal language to be used with third party agreements, contact FPOV and McAfee & Taft for additional guidance.