**ARTIFICIAL intelligence tools**

Artificial Intelligence Tools

[Firm Name] recognises that artificial intelligence tools (**AI Tools**) such as generative artificial intelligence (**Generative AI**) have the potential to optimise and improve the efficiency of our legal services. However, there are significant risks associated with the use of AI Tools. Examples of Generative AI include:

* Bard
* Chat GPT
* Microsoft 365 Copilot
* Notion AI

Policy

[Firm Name] permits the use of AI Tools, including Generative AI, only in accordance with this policy.

Requirements

*Authorised Purposes*

AI Tools may only be used for authorised business purposes that have been approved by a Partner or Manager. This includes any applications of AI Tools in the course of providing legal services, or in the creation of new products, services, or marketing materials. Partners and Managers have discretion to decide whether AI Tools may be used. Some client agreements may prohibit the use of AI Tools.

*Data Protection and Confidentiality*

The [IT Policy] applies to the use of all [Firm Name] technology resources and registered personal devices, including the use of AI Tools.

**No confidential information, personal information or client data may be inputted into any AI Tool.** Firm or client data must not be inputted into any AI Tool without being sanitised of confidential information. **The input of such data into online tools is a disclosure of such data and may constitute breach of confidence or unsatisfactory professional conduct.** [Firm Name] cannot control whether such data will be shared with third-parties, disclosed or used for other purposes.

You must be extremely careful to ensure that you do not inadvertently disclose confidential information.

An example of a permissible input is:

*“Pretend you are a commercial lawyer. Your client ExampleCo Pty Ltd wishes to commence an action for negligence in relation to professional services provided by ConsultantCo Pty Ltd. Write an advice for ExampleCo in relation to this action explaining the necessary elements of that action.*

An example of a prohibited input is:

*“Pretend you are a commercial lawyer and your client is Macquarie Bank. Macquarie Bank wishes to commence an action in negligence for accounting advice received from Ernst & Young in relation to Macquarie Bank financing the National Broadband Network. Write an advice for Macquarie Bank in relation to this action.”*

**Approved AI Tools**

Any AI Tools must be approved for use by [Firm Name] prior to any such use. Most AI Tools technologies are hosted in the cloud, however if you are prompted to download software to use AI Tools, you must submit a request to the IT Service Desk to do so. Refer to the ‘[Artificial Intelligence Tools](https://wottonkearney.sharepoint.com/sites/InformationTechnologyTeam/SitePages/Artificial-Intelligence-Tools.aspx)’ section above for the list of approved AI Tools.

*Transparency*

You must clearly disclose to your Partner or Manager that AI Tools have been used in the creation of any products, services or materials.

Clients and other client stakeholders must be informed of any use of AI Tools used in the course of providing legal services to them as required by client agreements.

*Verification*

You must verify the accuracy of the material generated by AI Tools, and you must not present any materials generated by AI Tools without doing so. The outputs of AI Tools may not be based on reliable sources and may produce biased or incorrect content. Output created using AI Tools may contain third-party IP. Lawyers must review and verify any AI Tool outputs in accordance with their professional responsibilities.

*Limitations*

You must be aware of the limitations of any AI Tools. For example the GPT3.5 model was trained on data available on the internet up until November 2021.

*Prohibited Uses*

In accordance with the requirements above, AI Tools cannot be used for:

* proofreading documents – it is impermissible to input draft advice or client information into AI Tools. This includes copying and pasting draft emails and/or advices into Generative AI.
* reviewing client documents – client documents are confidential and cannot be inputted into AI Tools.

Risks associated with Generative AI

The use of AI Tools such as Generative AI poses risks related to:

* data privacy and confidentiality
* bias
* ethics
* breach of client expectations
* currency of information
* intellectual property rights.

Generative AI has the potential to perpetuate existing biases or create new ones. It is also important to be aware of any ethical considerations that may arise when using Generative AI.

Breach of Policy

If you use AI Tools in breach of this policy, you may be subject to disciplinary action.

Revision history

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| --- | --- | --- | --- | --- | --- |
| **Revision** | **Date** | **Created by** | **Record of changes** | **Approved by** | **Approved on** |
| 0.1 |  |  |  |  |  |

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Reference documents

* [IT Policy]