

1. Introduction

This Policy sets out the registered in <<insert company registration number>>, w Company”) regarding the and systems (collectively, and principles that must contractors, or other par Generative AI.

Company name>>, a company under number <<insert company is at <<insert address>> (“the al intelligence (“AI”) models, tools, he rules, regulations, procedures, company, its employees, agents, of the Company, when using

2. Scope

2.1 The terms “artificial of UK law that gene

are not currently defined in the areas Generative AI.

a) AI is defined (Notifiable AI 2021 as “tec or software interpret dat cognitive a decisions; w

Security and Investment Act 2021 of Qualifying Entities) Regulations programming or training of a device ments through the use of data; (ii) ccessing designed to approximate commendations, predictions or specific objective”.

b) Generative AI can be broad audio, video users. This data combin which under

AI definition at present; however, it of AI which creates text, images, in response to prompts input by use of large amounts of training and semi-supervised algorithms

2.2 Generative AI is no including intellectual Other issues arising accuracy, bias, mis

in the UK, but other legal areas a protection law intersect with it. erative AI include risks relating to n, and discrimination.

2.3 The Company is co but also to ensuring risks stated above contractors, or othe due diligence at all t

letter and spirit of the relevant laws, sed in a way which minimises the be used by employees, agents, alf of the Company with care and with this Policy.

2.4 The Company beli potential to be of gr This Policy aims to also minimising the outcomes, unethical and the misuse (un

the use of Generative AI has the y and its [clients] OR [customers]. AI is used to its full potential while or unintentional misuse, unlawful bias, inaccuracy, IP infringement, rsonal data.

2.5 The following staff developing and im

administering this Policy and for ble related policies, procedures,

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2.5.5 [`<<add addi`

1.]

managers, department heads, ensuring that all employees, agents, on behalf of the Company ("users") must implement such practices, reasonably necessary to ensure such

the applicable laws, regulations,
ed to the appropriate staff member

3.1 The following generative AI models are used in this study:

AI tools are ultimately responsible
rated by such tools.

ways be used in compliance with limited to, data protection law (as Data Protection)) and intellectual law in Part 9 (Intellectual Property

ive AI must always be used in a
s the confidentiality and privacy of
Parts 6 (Data Protection) and 7

being used to generate outputs in
ate steps must be taken to identify
et out below in Part 10 (Identifying

Education and output of Generative AI
by users and by [clients] **OR**
is further set out below in Part 12

Approved Tools

Recently approved for use within the

Name and Version	Purpose	Restrictions (if Applicable)
<<insert name and version>>	<<insert description>>	<<insert user and/or use restrictions>>
<<add more as required>>	<<add more as required>>	<<add more as required>>

4.2 Subject to the limitations set out in the table in Part 4.1, any other applicable policy, and compliance with this Policy during use, the Generative AI tool therein may be used without further evaluation or approval.

4.3 In the event a user is restricted from using a particular Generative AI tool set out in Part 4.1 wishes to use that tool, the user must first obtain approval from the relevant department, as set out in Part 13.1] **AND/OR** [obtain approval from the relevant department name and/or position or department>>].

4.4 When a user wishes to use a new Generative AI tool [or a tool that has already been evaluated and approved], [the user must first obtain approval from the relevant department name and/or position or department>>] and evaluate the following aspects of that Generative AI tool:

Item	Criteria
Terms of use / terms and conditions	<<insert evaluation and assessment criteria>>
Privacy policy	<<insert evaluation and assessment criteria>>
Security	<<insert evaluation and assessment criteria>>
Intellectual property of output	<<insert evaluation and assessment criteria>>
Training data, if personal data, and included in the data	<<insert evaluation and assessment criteria>>
Compliance with applicable laws and regulations	<<insert evaluation and assessment criteria>>
<<insert additional items to be evaluated>>	<<insert evaluation and assessment criteria>>

4.5 Upon approval, new Generative AI tools should be added to the list and used in accordance with any usage restrictions applying to the particular users.

4.6 Generative AI tools not evaluated and approved in Part 4.1 and not evaluated and approved for use for Company-related activities, on any Company-issued devices, or in conjunction with any Company software.

5. Appropriate

5.1 Gene
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Generative AI Tools

proved for use by users within, for, or on behalf of

AI Name and Version	Use(s) and Applicable Restrictions
<<insert name and version>>	detailed description of the approved uses of this AI (provide more detail than in Part 4.1)>>
<<add more as required>>	e as required>>

5.2 Subje
appli
durin
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out in the tables in Parts 4.1 and 5.1, any other
in this Policy, and compliance with this Policy
AI tools and approved use(s) listed above do not

5.3 Whe
[the
depa
new

it wishes to use Generative AI for a new purpose,
OR [<<insert name(s) and/or position(s) or
evaluate the following aspects of the proposed
g it and proceeding:

Item	Criteria
Terms of use / terms of service	<<insert evaluation and assessment criteria>>
Privacy policy	<<insert evaluation and assessment criteria>>
Security	<<insert evaluation and assessment criteria>>
Intellectual property of output	<<insert evaluation and assessment criteria>>
Training data, if personal data, and included in the data	<<insert evaluation and assessment criteria>>
Compliance with applicable laws	<<insert evaluation and assessment criteria>>
<<insert additional items>>	<<insert evaluation and assessment criteria>>

5.4 Upo
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5.3, new purposes should be added to the list
described in detail, including any limitations or
purpose itself or to particular users.

5.5 Purp
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and not evaluated and approved under Part 5.3
Company-related activities, on any Company-
devices, or in conjunction with any software

5.6 Whe
and
policy

users should ensure that they read, understand,
(also known as terms and conditions), privacy
documentation relating to that Generative AI.

5.7 Whe

users should be mindful of the data on which the

Generated and what that data is being used to produce. Particular attention should be paid to the ownership of intellectual property rights in the training data, any confidential or proprietary information in the training data, and any personal data which may be included in the training data. Users should also consider any biases or inaccuracies inherent in the training data, including how up to date the data is. For further information on these issues, please refer to the Data Protection Policy:

- a) (b);
- b) ;
- c) (Property Rights);
- d) (and Mitigating Bias in Outputs); and
- e) (Accuracy of Outputs).

5.8 In addition to the guidance set out in Part 5.7, users should ensure that they are aware of and comply with any other applicable laws, regulations, best practices, and standards that may apply to their given purpose for using Generative AI.

6. Data Protection

6.1 Data Protection in the UK consists of a range of legislation applying to the processing of personal data and includes the UK GDPR, the Data Protection Act 2018, and the Telecommunications (Data Protection and Electronic Communications) Regulations 2003.

6.2 The terms “artificial intelligence” are not currently defined in data protection law. Where personal data is used with AI, the law applies. This includes development, deployment, and use. In some cases, the data used for Generative AI may include personal data. The AI tool may be subsequently used to process personal data.

6.3 Parties may be “controllers”, “processors”, or “joint controllers” when using personal data in conjunction with Generative AI, it is important to consider which of these capacities you are acting, as different legal obligations apply in each case.

6.4 The UK GDPR sets out the principles with which any party handling personal data must be:

- a) processed fairly, and in a transparent manner in relation to the data subjects’);
- b) processed for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Processing for archiving purposes in the public interest, scientific or research purposes, or statistical purposes shall not be incompatible with the initial purposes;
- c) necessary and limited to what is necessary in relation to the purposes for which the data is processed;
- d) accurate, and kept up to date. Every reasonable effort must be made to ensure that personal data that is inaccurate, incomplete, or outdated for the purposes for which it is processed, is erased or

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- e) permits identification of data subjects for no longer than the purposes for which the personal data is processed; the data may be stored for longer periods insofar as the data may be processed solely for archiving purposes in the field of scientific or historical research purposes, or statistical purposes, subject to the implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of data subjects; and

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- f) the measures that ensure appropriate security of the processing, including protection against unauthorised or unlawful access, accidental loss, destruction, or damage, using appropriate technical or organisational measures.

6.5 When using a Generative AI tool that has been trained with personal data and/or processed personal data using a Generative AI tool, users must first ensure that they understand, and follow the Company's Data Protection Policy (or terms and conditions) and privacy policy for that tool.

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6.6 The Data Protection Policy applies to all uses of personal data within the Company. It sets out the Company's obligations regarding the collection, processing, transfer, storage, and disposal of personal data. When using personal data in conjunction with Generative AI, users must adhere to the principles set out in the Data Protection Policy at all times by the Company, its employees, agents, and contractors working on behalf of the Company.

6.7 The Data Protection Policy should be asked whenever Generative AI is used to process personal data. For full details, users must refer to the Company's Data Protection Policy.

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- a) you are relying on for processing the personal data, you must ensure that the Data Protection Policy and, if appropriate, the Interests Assessment.)

- b) the capacity of a controller, joint controller, or processor training AI using personal data will likely be a function of Generative AI developed by another party, you must ensure that the controller, joint controller, or processor. Please contact the Data Protection Officer] OR [<insert name or contact details>], for further assistance.)

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- c) a Data Protection Impact Assessment? (See Part 12 of the Data Protection Policy and use the appropriate Data Protection Impact Assessment form.)

- d) data subjects be kept informed, and transparency of the Data Protection Policy and Part 12 of this Policy. The Company's Privacy Policy may also need to be updated.

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- e) risks to data security be mitigated? (See Parts 12 and 25 – 30 of the Data Protection Policy on security; Part 32 of the Data Protection Policy on security; the Company's IT Security, Data Handling, and Data Breach Policies; the Company's Data Breach Policy; and the Company's Data Security Policy.)

- f) data be kept limited and relevant? (See Part 9 of the Data Protection Policy.)

g) with requests made by individuals to exercise their subject access requests)? (See Parts 5, 16, 17, the Data Protection Policy; the Company's Data Policy; and the Company's Data Subject Access Procedure.)

h) Generative AI to make solely automated decisions with similar significant effects? (See Part 22 of the Policy.)

6.8 Users must be fully informed and must be able to understand how the Generative AI tool uses any personal data. If the Generative AI adds personal data and/or shares that data with third parties, the Company must, in conjunction with that Generative AI tool [without the involvement of <<insert relevant parties, name(s) and/or third party from whom the personal data has been obtained>>], disclose the purposes for which the personal data was obtained, the measures for processing and sharing, and the information provided to data subjects.

6.9 [The Company must comply with applicable legal requirements, or guidelines as required>>.]

6.10 Where the Company incorporates confidential information and/or information protected by intellectual property rights, the provisions of Part 22 of the Policy may also apply.

6.11 Any personal data or data protection law, including those relating to inputs into a Generative AI tool, or in outputs produced by the tool should be referred to <<insert name or details of the tool>>.

7. Confidentiality

7.1 "Confidential information" is defined by the Company as the information which is specifically designated as confidential by the Company, or any other information as follows:

- a) Information of a confidential or proprietary nature relating to:
 - the Company's business, customers, clients, or suppliers;
 - the Company's operations, processes, product information, know-how, or technical information; and
- b) Information, data, analysis, or findings derived from such information.

7.2 The confidentiality of the information set out above shall also apply to information of a confidential or proprietary nature which is received from third parties and which is designated as confidential, for example, confidential information which is received in confidence under an agreement, which may also incorporate further confidentiality provisions (including confidentiality information).

7.3 The confidentiality of the information set out above shall apply whether or not the information is of a commercially (or other) sensitive nature, and in whatever form the confidential information exists (whether in tangible or intangible form).

7.4 Where the Company uses a Generative AI tool, the Company's confidentiality policies or the terms of any specific agreements (including data processing agreements) which apply to that confidential information shall also apply to the information processed by the tool.

information, whether confidential or not, or contract prohibits the use of the confidential information, it must not be used in conjunction with Generative AI.

7.5 Users must be fully informed and must fully understand how the Generative AI tool uses their data, including but not limited to inputting any confidential information. If the Generative AI tool uses their data to its training data and/or shares that data with third parties, their confidential information must not be used in conjunction with the Generative AI tool without the express written consent of <<insert name of user>> and/or any third party from whom the confidential information has been obtained].

7.6 [If the Generative AI tool is subject to any requirements, or guidelines as required>>.]

7.7 Where the Generative AI tool also incorporates personal data and/or information protected by intellectual property rights, the provisions of Part 4 of the Policy may also apply.

7.8 Any confidential information, whether in relation to training data, or in outputs produced by Generative AI, must not contain <<insert name or department>>, <<insert contact details>> or any other confidential information.

8. Security

8.1 The following policies apply to users of Generative AI for Company-related activities on Company-owned or Company-issued devices, or in conjunction with Company systems, and are provided by the Company. When using Generative AI, users must follow the procedures and principles set out in these policies:

- a) [Insert name of user] must not use Generative AI tools on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.
- b) [Insert name of user] must not use Generative AI tools on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.
- c) [Insert name of user] must not use Generative AI tools on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.
- d) [Insert name of user] must not use Generative AI tools on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.
- e) [Insert name of user] must not use Generative AI tools on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.

8.2 As set out in the Policy, Generative AI tools [and new versions of this Policy, Generative AI tools] must be evaluated and approved in accordance with Part 4 of the Policy.

8.3 As set out in the Policy, the use of personal data in conjunction with Generative AI tools must be restricted to the use of personal data only in accordance with the principles and requirements of the Company's Data Protection Policy, and applicable laws and regulations.

8.4 As set out in the Policy, the use of confidential information in conjunction with Generative AI tools must be restricted to the use of confidential information only in accordance with the principles and requirements of the Company's Data Protection Policy, and applicable laws and regulations.

8.5 [Access to Generative AI tools must be restricted using unique usernames and passwords. Passwords must be strong passwords, using a combination of letters, numbers, and special characters]. [Where applicable, multi-factor authentication methods shall also be used.]]

8.6 Users must not use Generative AI for Company-related activities on Company-owned or Company-issued devices, or in conjunction with Company systems, unless they are provided by the Company.

conjunction with the access to the Company's <<insert contact details>>, whether those users work for the Company.

- 8.7 The information should not be input into any General:

Type of Data	Reason
<<insert type of section>>	<<insert brief explanation>>
<<add further items as required>>	<<add further items as required>>

- 8.8 [<<Insert requirements, or guidelines as required>>].

- 8.9 Any security should be referred to <<insert name or details>>.

9. Intellectual Property

- 9.1 In this Policy, the term "intellectual property rights" means copyright and related rights, [moral rights,] trade names, domain names, rights in get-up and the right to passing off actions, design rights, [rights in software,] rights to use confidential information to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and (granted) renewals or extensions of, and rights to renew or extend such rights and any and all equivalent rights or other rights now or in the future anywhere in the world.

- 9.2 Generative AI is used to create a wide range of works in which intellectual property rights may be protected by intellectual property rights and, in particular, the following:

- 9.3 Generative AI, based on pre-existing training data will generate outputs based on that training data which is protected by intellectual property rights (e.g., copyright, trademark, etc.) and which may incorporate that training data in works such as text, images, photographs, audio, video, etc. to a greater or lesser degree. It is therefore important to be aware of the status of intellectual property ownership of the training data, and the existence and terms of the licences granted to the training data.

- 9.4 Generative AI must provide references for materials in its training data and remain aware of this at all times when using Generative AI. Generative AI should not assume that the training data used has such licenses are documented and available. During the approval process for new Generative AI tools and services under this Policy, the training data will be evaluated, and Generative AI must exercise due diligence.

- 9.5 Outputs generated by Generative AI must, where applicable, be reviewed and approved by [<<insert name(s)>>] AND/OR [<<insert

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insert department(s)>>] for compliance with any
it is not clear that the training data is correctly
es not infringe the intellectual property rights of a
e modified to make it non-infringing or deleted, as

conducted under Part 9.5, outputs produced by
purposes>> shall be regularly reviewed on a
by [<<insert name(s)>>] **AND/OR** [<<insert
insert department(s)>>]. In the event that it is not
s correctly licenced or that the output does not
ty rights of a third party, and the output has been
to other parties or integrated into other work),
ken to amend the output to make it non-infringing
all the output and to inform any party to whom it

al property rights in the outputs produced by
n one Generative AI tool to another and users
understand, and follow the terms of use (or terms
other documentation relating to a particular
where the user of a particular Generative AI tool
ork, the Company shall be the owner of all works
d shall require contractors to assign or licence
the terms of the contract between the Company

s and conditions) of a particular Generative AI
labelling, acknowledgement, or reference be
must ensure that those requirements are followed.

ey fully understand how the Generative AI uses
any information or content that is protected by
the Generative AI adds input data to its training
with third parties, such information or content
tion with that Generative AI unless it is clearly
unless the express written consent of <<insert
s)>> and/or any third party from whom the
en obtained].

requirements, or guidelines as required>>.]

ownership of intellectual property rights, whether
a Generative AI tool, or in outputs produced by
ferred to <<insert name or department>>, <<insert

Outputs

on pre-existing training data will generate outputs
sed by its internal algorithms. As a result, biases
ould also be present in outputs produced by that

it provide references for materials in its training
d remain aware of this at all times when using
ould never assume that an output is unbiased or

- 10.3 Outputs generated by Generative AI tools must, where applicable, be reviewed and fact-checked by the user [and by [<<insert name(s)>>] **AND/OR** [<<insert department(s)>>]] using reliable and up-to-date sources as would be used when carrying out similar tasks using Generative AI. In the event that biases or inaccuracies are present, outputs must be amended and corrected as appropriate.
- 10.4 [Separate from the review conducted under Part 10.3, outputs produced by Generative AI for purposes>> shall be regularly reviewed on a periodic basis by [<<insert name(s)>>] **AND/OR** [<<insert department(s)>>]. In the event that biases or inaccuracies are frequently identified in outputs that have been used by other parties or integrated into other work), appropriate steps shall be taken to amend and correct the output and to ensure that the corrected output has been distributed.]
- 10.5 In addition to the considerations and requirements, where applicable, the following policies may apply to the use of Generative AI, where a bias is present:
- a) [Policy[.] **OR** [;]
 - b) [as required>>].
- 10.6 [<<Insert requirements, or guidelines as required>>].
11. **Verifying Accuracy**
- 11.1 Generative AI tools that rely on pre-existing training data will generate outputs based on that data as processed by its internal algorithms. As a result, inaccuracies in the training data could also be present in outputs generated by the AI. For example, the training data could be outdated or contain inaccuracies at the point in time.
- 11.2 Generative AI tools must provide references for materials in its training data and remain aware of this at all times when using Generative AI. Users must never assume that an output is correct.
- 11.3 Outputs generated by Generative AI must, where applicable, be reviewed and fact-checked by the user [and by [<<insert name(s)>>] **AND/OR** [<<insert department(s)>>]] using reliable and up-to-date sources as would be used when carrying out similar tasks using Generative AI. In the event that inaccuracies are present, outputs must be amended and corrected as appropriate.
- 11.4 [Separate from the review conducted under Part 11.3, outputs produced by Generative AI for purposes>> shall be regularly reviewed on a periodic basis by [<<insert name(s)>>] **AND/OR** [<<insert department(s)>>]. In the event that inaccuracies are frequently identified in outputs that have been used by other parties or integrated into other work), appropriate steps shall be taken to amend and correct the output and to ensure that the corrected output has been distributed.]
- 11.5 [<<Insert requirements, or guidelines as required>>].

12. Transparency

- 12.1 All commercial generative AI tools must be labelled as such [using the following format/example>>].
- 12.2 When sharing Generative AI is shared with a third party (including clients, OR customers, contractors, or suppliers in hard copy) the following information must be provided in a clear, accessible format, appropriate to the content:
- a) [insert required information as required>>];
 - b) [insert required information as required>>].

13. Training

- 13.1 All users of generative AI shall receive [initial] AND/OR [insert required training] upon application of this Policy and the safe, responsible, and lawful use of generative AI as follows:

Training		Dates or Frequency
<<insert description of training content module>>	[insert name(s) and/or contact details of user(s)>>	<<insert date(s) or frequency of training>>
<<add further training as required>>	[insert further training as required>>	<<add further training as required>>

- 13.2 [Users of generative AI tools for any for Company-related activities, including but not limited to, Company-issued devices, or in conjunction with Company-issued devices, until they have completed the relevant training module.]

14. Reporting Mechanism

- 14.1 Any user of generative AI (suspected or actual; intentional or accidental), including but not limited to, misuse, or questions relating to topics including, but not limited to, this Policy should be referred to one or more of the following:
- a) [insert name of data protection officer>>, <<insert contact details>>];
 - b) [insert name of IT manager>>, <<insert contact details>>];
 - c) [insert name of Legal department head>>, <<insert contact details>>];
 - d) [insert name of HR manager>>, <<insert contact details>>];
 - e) [insert name of other relevant department>>, <<insert contact details>>].]

15. Implementation

- This Policy shall be implemented as of <<insert date>>. No part of this Policy

shall have re
this date.

l thus apply only to matters occurring on or after

This Policy has been approved by:

Name: >>

Position: >

Date:

Due for Review by

Signature:

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