

AI Usage Policy Template for [Agency Name]

Document Owner: [Legal/Compliance Team]

Effective Date: [Date]

Version: 1.0

1. Scope, Governance, and Approved Tools

1.1. Purpose

This policy governs the use of Artificial Intelligence (AI) and Generative AI (GenAI) tools by all employees, contractors, and affiliates of [Agency Name] to ensure legal compliance, protect client confidentiality, maintain human creative control, and mitigate bias and IP risk.

1.2. Governance and Accountability

- **Ultimate Responsibility:** All personnel remain **individually accountable** for the final output, regardless of the AI contribution. AI is a tool; it is not a defence against error, bias, or infringement.
- **Approval of Tools:** Only AI tools listed on the **[Internal Approved Tools Register]** may be used for work. Any new tool (free or paid) must be reviewed by **IT Security and Legal** before use.
- **Confidentiality Guardrail: Absolutely NO client-confidential, proprietary, or unreleased project data** may be inputted into any *public-facing* or *free-tier* GenAI tool that does not guarantee **Input/Output Isolation** and a **No-Training** clause in its Terms of Service.

2. Legal, Copyright, and Client IP Protection

2.1. Intellectual Property (IP) Ownership

- **Human Authorship:** The Agency's goal is to claim full IP rights (Copyright) for deliverables. This requires all AI output to undergo **Substantial Human Modification, Selection, or Arrangement** that demonstrates the "creative spark" required by the U.S. Copyright Office.
- **IP Infringement Risk:** Employees must not use prompts that require the AI to copy **specific, protected works** (e.g., specific copyrighted illustrations, scripts, or character designs). Generating work merely "in the style of" an artist is



permitted, but substantial similarity to existing protected works is strictly prohibited.

2.2. Client Contractual Requirements

All project contracts must include the following clauses, to be verified by the Project Lead:

Contract Requirement	Rationale
"No-Training" Clause	Explicitly prohibits AI vendors from using our input data, prompts, or outputs to train or improve their models, protecting client trade secrets and exclusivity.
Written Consent for Likeness	Mandates express, written consent from any individual (actor, model, voice artist) whose likeness or performance is to be digitally synthesized or altered using AI.
AI Disclosure Clause	Explicitly informs the client that AI assistance will be used in the service delivery, and that the Agency remains accountable for verification.

3. Mandatory Ethics and Disclosure

3.1. Transparency and Labelling

- **Public Content:** Any content published for the public (news, advertising, social media, factual claims) that contains AI-generated elements must be clearly and conspicuously labelled (e.g., "AI-Assisted Image," "Voice Synthesized by AI").
- **Factual Integrity:** All AI-generated text, data, or research used for factual claims (in reports, ads, or news) must be **independently verified and fact-checked** by a human expert before use.

3.2. Bias and Fairness

- All AI outputs must be reviewed for **unintentional bias, stereotyping, or discriminatory content** based on protected characteristics (e.g., race, gender, age).
- Personnel must document the steps taken to **mitigate bias** (e.g., refining the prompt, diversifying input data).



4. AI Audit Trail: The Compliance Mandate

The completion of an **AI Audit Trail Log** is **MANDATORY** for any output that: 1) forms a final client deliverable, 2) uses client proprietary data as input, or 3) contains factual claims.

AI Audit Trail Component	Mandatory Logged Information	Compliance Goal
1. Identity & Environment	User ID (Employee/Contractor Name), Timestamp, Approved Tool/Model & Version (e.g., Midjourney V7.0)	Accountability & Model Traceability
2. Input Record	Exact Prompt used, Configuration Parameters (seed, aspect ratio, temperature), Reference to Input File (if proprietary data was used)	IP Protection & Creative Control Proof
3. Raw Output	A Copy of the Unmodified, Original Output (image file, raw text block, etc.) as generated by the AI tool.	Baseline for Human Modification Claim
4. Human Oversight	Verification Checkbox (e.g., "Fact-Checked & Verified," "Bias Review Completed") and the Human Reviewer's Sign-off (name/signature).	Diligence Against Hallucination & Bias
5. Modification Log	Summary of Human Edits (e.g., "Layered with two proprietary images," "70% of text revised for tone/accuracy," "Colour-corrected and retouched").	Proof of Human Authorship (Copyright)

5. Violation and Enforcement

Any violation of this policy, particularly those involving the unauthorized use of confidential client data in unapproved AI systems or the failure to maintain a mandatory Audit Trail, will result in **disciplinary action, up to and including termination of employment or contract.**

