

GENERATIVE AI USE: IN THE WORKPLACE POLICY

Purpose

[The Company recognizes that the use of generative AI tools[like ChatGPT] ("**AI Tools**") can increase employee productivity and foster innovation, and we support the use of AI Tools in a safe, ethical, and secure manner. At the same time, we recognize that the use of AI Tools can pose risks to our operations and customers.]

The purpose of this Generative AI Use in the Workplace Policy (this "**Policy**") is to provide employees with guidelines for the responsible use of AI Tools while protecting the Company and mitigating the risk of misuse, unethical outcomes, potential biases, inaccuracy, and information security breaches.

Employees are responsible for using AI Tools in a productive, ethical, and lawful manner.

Scope of Policy

This Policy applies to all [EMPLOYER NAME] employees in the course of their employment when using AI Tools [like ChatGPT][, ChatSonic/Jasper AI/Bing AI/Google Gemini (formerly Google Bard)/CoPilot/[OTHER AI TOOL]] for authorized business purposes, including in their dealings with third-party agents and vendors, and when using an employee's personal devices for authorized business purposes.

[A list of permitted and prohibited AI Tools is annexed to this Policy as Exhibit A.]

Compliance with Related Policies and Agreements

This Policy is intended to add to, not contradict, limit, or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions, and contractual obligations, all of which remain in full force and effect. Any use of AI Tools under this Policy must comply with the relevant policies, internal controls, and guidelines of the Company, including the Company's:

- [Code of Ethics and Business Conduct.]
- [Anti-Harassment/Anti-Discrimination Policy.]
- [Information Security Policy.]
- [Confidential Information Policy.]
- [Privacy by Design Policy.]
- [HIPAA Notice of Privacy Practices and related HIPAA Compliance Policies and Procedures.]
- [External Privacy Notices and Personal Information Processing Policies and Agreements.]
- [Competitive Intelligence Policy.]
- [Copyright Protection and Use Policy.]
- [Corporate Patent Policy.]
- [IT Resources and Communications Systems Policy.]

- [Open Source Software Policy.]
- [Vendor Due Diligence Procedures and Preferred Provider Programs.]
- [OTHER POLICY OR AGREEMENT NAME.]

Guidelines for Using AI Tools

When using AI Tools in the workplace, employees must:

- Use them only for the following authorized purposes:
 - [drafting emails, letters, memoranda, and presentations;][and]
 - [conducting research][; and]
 - [OTHER AUTHORIZED PURPOSE].

[All other purposes must be authorized in advance in writing by [[POSITION]/[DEPARTMENT NAME] Department].] [The Company retains the right to monitor all employee use of AI Tools.]

- [Use a Company-provided email address for log-in purposes.]
- Not enter any Company, employee, customer, or third-party confidential, trade secret, or other personal or proprietary information into a prompt for an AI Tool [unless authorized in advance in writing by [[POSITION]/[DEPARTMENT NAME] Department]].
- Avoid using offensive, discriminatory, or inappropriate content.
- Thoroughly review all AI Tool outputs before using them or forwarding them to others inside or outside the Company to:
 - ensure that they do not contain biased, offensive, or discriminatory content;
 - ensure they do not improperly use or disclose personal or confidential information; and
 - verify accuracy or reported facts with other trusted sources[, especially when using LLM-based AI Tools like ChatGPT].
- [Track and document their use of AI Tools for business purposes [using the [AI Use Log/[NAME OF FORM]]].]

[Employees are prohibited from using AI Tools to:

- Conduct or solicit illegal activities;
- Infringe the rights of others, including privacy and intellectual property rights; [or]
- Interfere with the performance of their jobs or of other employees' jobs[./; or]
- [Perform the following workplace tasks:]
 - [PROHIBITED USES OF AI TOOLS].]

[AI Tool Audits

[[POSITION]/[DEPARTMENT NAME] Department] shall perform the following duties to facilitate [EMPLOYER NAME]'s compliant use of AI Tools:

- Implement an audit system to carefully monitor and document all AI Tool inputs and outputs. This includes identifying the source of all data sets used with AI Tools and labelling AI Tool outputs to indicate that they were produced in whole or in part using AI technology.
- Keep accurate records of audits, determinations, and decisions and any communications of these to employees and third parties.
- Consult with [EMPLOYER NAME]'s [Law Department/legal counsel] regarding any legal issues raised by or during any activities referred to in this Policy section and escalate these issues to executive management, when necessary.]

Mandatory Training

[EMPLOYER NAME] recognizes that an informed workforce is the best line of defense. We will provide training opportunities and expert resources to help employees understand their obligations under this Policy and avoid creating undue risks. Employees must complete generative AI use training within [a reasonable time/[SET TIME FRAME]] after initial hire. All workforce members must complete generative AI use training on at least an annual basis. Managers must ensure that their employees complete all required training.

[EMPLOYER NAME] may deem failure to participate in required training a violation of this Policy. [EMPLOYER NAME] will retain attendance records and copies of generative AI training materials provided to employees.

Reporting Non-Compliance with This Policy

If you become aware of an actual or potential violation of this Policy, or have reason to believe that any of the following has been downloaded to or installed on [EMPLOYER NAME]'s networks, systems, or devices, you must promptly disclose this fact to the [[POSITION]/[DEPARTMENT NAME] Department] together with all relevant documents and information:

- An unlicensed AI Tool, if usage requires a license.
- An AI Tool that has not been approved for use according to this Policy.
- An AI Tool that is used outside of the approved manner or scope.
- An AI Tool that poses an identified, unaddressed security risk or contains any material defects or malicious code.

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this Policy.

Violations of This Policy

If [[POSITION]/[DEPARTMENT NAME] Department] determines any employee, regardless of position or title, has engaged in conduct in violation of this Policy, they will be subject to discipline, up to and including termination of employment.

Administration of This Policy

The Company expressly reserves the right to change, modify, or delete the provisions of this Policy without notice.

The [DEPARTMENT NAME] is responsible for the administration of this Policy. If you have any questions regarding this Policy or questions about using AI Tools in the workplace that are not addressed in this Policy, please contact the [DEPARTMENT NAME].

Effective Date

This Policy is effective as of [DATE].

Policy Review Date: [DATE].

Revision History: [DATE AND DESCRIPTION OF LATER REVISIONS].

[Employees Covered Under a Collective Bargaining Agreement

The employment terms set out in this Policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with [EMPLOYER NAME]. [Employees should consult the terms of their collective bargaining agreement/Wherever employment terms in this Policy differ from the terms expressed in the applicable collective bargaining agreement with [EMPLOYER NAME], employees should refer to the specific terms of the collective bargaining agreement, which control].]

[Conduct Not Prohibited by This Policy

[This Policy is not intended to preclude or dissuade employees from engaging in [legally protected activities, /activities protected by state or federal law,][including the National Labor Relations Act,] such as discussing wages, benefits, or terms and conditions of employment[, forming, joining, or supporting labor unions][, bargaining collectively through representatives of their choosing][, raising complaints about working conditions for their and their fellow employees' mutual aid or protection], or legally required activities.

OR

This Policy is not intended to restrict communications or actions protected or required by state or federal law.]]

[Exhibit A - Permitted and Prohibited AI Tools]

[This Exhibit A is not an exhaustive list of AI Tools that the Company permits or prohibits, but merely a guide to assist employees in complying with this Policy. The Company expressly reserves the right to change, modify, or delete the items in this exhibit without notice.]

[Permitted AI Tools]

- [AI TOOL]
- [AI TOOL]

[Prohibited AI Tools]

- [AI TOOL]
- [AI TOOL]

[Acknowledgment of Receipt and Review

I, _____ (employee name), acknowledge that, on _____ (date), I received a copy of [EMPLOYER NAME]'s [POLICY NAME] ("**Policy**") and that I read it, understood it, and agree to comply with it. I understand that [EMPLOYER NAME] has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time[with or without notice]. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes to this Policy can only be made if approved in writing by the [POSITION] of [EMPLOYER NAME]. I also understand that any delay or failure by [EMPLOYER NAME] to enforce any work policy or rule will not constitute a waiver of [EMPLOYER NAME]'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized [EMPLOYER NAME] representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized [EMPLOYER NAME] representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

OR

I, _____ (employee name), acknowledge that on _____ (date), I received and read a copy of [EMPLOYER NAME]'s [POLICY NAME][, dated [EDITION DATE]] ("**Policy**") and understand that it is my responsibility to be familiar with and abide by its terms. [I understand that the information in this Policy is intended to help [EMPLOYER NAME]'s employees to work together effectively on assigned job responsibilities.] This Policy is not promissory and does not set the terms or conditions of employment or create an employment contract.]

Signature

Printed Name

Date]