

Generative Artificial Intelligence (AI) Policy

1 Introduction

- 1.1 The Company recognizes that generative artificial intelligence (AI) tools and products offer potential efficiencies for the creation of content and for research tasks, including internal and external communications. The purpose of this policy is to ensure that staff use generative AI tools in a manner that is consistent with the Company's Responsible AI Principles, values and ethical guidelines, and in accordance with our data privacy controls and customer commitments. This policy outlines:
 - 1.1.1 the standards we require staff to observe when using generative AI tools or including them in any Company products or services;
 - 1.1.2 the circumstances in which the Company will monitor use of generative AI;
 - 1.1.3 the action we will take if this policy is breached; and
 - 1.1.4 the Company's own use of generative AI within the workplace.
- 1.2 This policy should be read in conjunction with our [set out any related policies such as internet, e-mail and communications policy], which sets out how the Company's internet and e-mail systems and networks can be used by our staff and representatives.
- 1.3 This policy applies to all individuals, including employees, workers, temporary and agency workers, contractors, interns, volunteers and apprentices (referred to as "staff" in this policy).
- 1.4 Staff should also refer, where appropriate, to the Company's other relevant policies including in relation to [data protection, social media, non-disclosure of confidential information, equality, harassment and bullying, and information security].
- 1.5 This policy has been drafted with the assistance of a representative group of employees to ensure that it is clear and easy to understand. We will review and update this policy regularly to take account of changes in technology, legal obligations and best practice. Compliance with this policy forms part of each staff member's terms and conditions and each individual is responsible for reading, knowing and abiding by its contents. We will circulate any amendments to this policy to staff before they are adopted.
- 1.6 The [IT manager] is responsible for monitoring and implementing this policy. If you have any questions or comments on this policy, please contact the [IT manager].
- 1.7 Once you have read and understood this policy, please confirm you that have done so by signing the acknowledgement and declaration on the attached copy and returning it to the [details].

2 Generative AI

- 2.1 In this policy, "generative artificial intelligence" or "generative AI" means AI systems or models, such as ChatGPT and Bard, that are capable of creating new content (based on the data that they have been trained on) when given an instruction or input prompt by the user. The difference between generative AI and other AI technologies is that generative AI creates or generates "net-new" outputs, which could be text, graphics, music *etc.* Generative AI analyses the data that it has been trained on (using machine learning algorithms) and so creates something entirely new based on the instruction that it has been given and its analysis, mimicking human creativity and intelligence. This is in contrast to AI systems that perform other functions, for example, grouping data (identifying common characteristics

Generative Artificial Intelligence (AI) Policy

or properties), classifying or labelling data, or using data to come to a decision or in determining an action.

2.2 Generative AI has the potential to provide efficiencies in the way that we work but also introduces new legal and commercial risks that the Company wishes to mitigate. Use of generative AI that is not in accordance with this policy will give rise to a breach of your contract and may also amount to a breach of other Company policies, and/or the following:

2.2.1 breach of data protection laws;

2.2.2 breach of legal and/or regulatory requirements or guidance governing the development, deployment or use of generative AI;

2.2.3 misuse of confidential information belonging to the Company or to its customers/clients and/or suppliers;

2.2.4 the generation of false or inaccurate information leading to legal liability and/or damage to the reputation of the user, the Company and/or its customers/clients and/or its suppliers;

2.2.5 breach of intellectual property rights; and/or

2.2.6 the Company's ability to protect works created using generative AI tools may be jeopardized.

To mitigate these risks, generative AI must be used responsibly, with respect for the Company's Responsible AI Principles, and in compliance with Company policies.

2.3 This policy does not seek to regulate how staff use generative AI in a purely private capacity, provided that that use has no bearing on the Company or its activities and provided that no Company materials, information or data is input into generative AI as part of such private use. This policy is intended to ensure that staff understand the rules governing their use of generative AI in relation to their work for the Company. It is designed to help you use generative AI responsibly, so as to minimize the risks set out above.

3 General rules for use of generative AI in the workplace

3.1 Your use of generative AI in the workplace must be limited to use for business-related purposes and must, at all times, be in accordance with the Company's policies and Responsible AI Principles.

3.2 You must not use generative AI in any way that could be considered discriminatory, or could amount to defamation, harassment, intimidation or bullying, or in any way that could harm the reputation of another.

3.3 You must not use generative AI to create illegal content or for illegal purposes.

3.4 You must not use offensive, obscene or abusive language, graphics or imagery when inputting content into generative AI and must not attempt to create content which is offensive, obscene or abusive through your use of generative AI tools.

3.5 You must not input Company materials, information, or data into generative AI, including any customer, prospective customer or supplier materials, information or data and including any materials, information or data relating to members of staff, whether via the input of such data as training data to a generative AI technology or in any instruction or prompt. (A prompt is a question or request that you write for the generative AI tool to answer or solve).

3.6 You must not input any personal or sensitive information into generative AI, including usernames, passwords, or security tokens.

3.7 When using generative AI in the workplace, you must always use your Company e-mail address (not your personal e-mail address and credentials) to create and log in to any generative AI account.

3.8 You must not in any way provide or suggest any endorsement or recommendation by the Company of any third party generative AI technology.

Generative Artificial Intelligence (AI) Policy

- 3.9 Where you use generative AI, you must protect your login credentials and ensure that any generative AI accounts that you hold are not accessible to unauthorized third parties. The use of multi-factor authentication is advised in respect of any generative AI tools and technologies used.
- 3.10 Your use of generative AI should be in compliance with all applicable laws and regulation, including data protection and privacy laws.

4 Using generative AI to assist with internal Company operations

- 4.1 The Company recognizes that the use of generative AI within your daily work may help with brainstorming ideas, creating a first draft, or making transient, internal content.
- 4.2 Our staff are therefore permitted to use generative AI to assist with internal Company operations in accordance with this policy. However, before using generative AI technologies in internal Company operations, you must obtain the prior written approval of [identify relevant manager responsible]. Any such approved use must be in accordance with this policy.
- 4.3 The [IT manager] keeps a list of approved generative AI tools, which can be found [on the Company's intranet]. Only generative AI tools from this list may be used in internal Company operations. If you would like a tool to be added to the approved list, your request should be made to the [IT manager].
- 4.4 When using generative AI, in addition to the general rules at paragraph 3 above, you must:
 - 4.4.1 never input trade secrets, confidential, valuable, or personally identifiable information (information that makes it possible to work out who a person is) into AI generative tools unless you have first obtained the proper express permissions for such use;
 - 4.4.2 before circulating, publishing or otherwise making available any output created using generative AI, review and edit it for proper context and accuracy (see paragraph 6 below on Hallucinations and Guardrails);
 - 4.4.3 only use generative AI tools to generate text output and not use generative AI to create images, audio or other AI-based media;
 - 4.4.4 when circulating, publishing or otherwise making available the output, clearly identify that the output has been created using, or with the assistance of, generative AI technologies;
 - 4.4.5 comply with the terms and conditions of the generative AI technology that you use unless such terms and conditions are in conflict with or contradict the Company's policies or your terms of employment, in which case you should seek advice from [specify appropriate point of escalation];
 - 4.4.6 maintain good information security practices, and follow the Company's [Internet, e-mail and communications policy] and [information security policy];
 - 4.4.7 seek approval from your line manager [or a specific accountable person] before inputting any information that might describe or allude to colleagues, customers/clients, suppliers or competitors;
 - 4.4.8 not input the Company's trade marks, works, brands, logos or other identifying material

5 Using generative AI in the Company's Products and Services

- 5.1 You must obtain prior written approval from [identify relevant manager responsible] and the Company's lawyer before using or incorporating any generative AI tool in any Company product or service.
- 5.2 All uses of generative AI within any Company product or service must be from a properly licensed generative AI service and must have been reviewed and approved by the Company, in accordance with the Company's Generative AI Approval process as:
 - 5.2.1 offering sufficient protection of confidential information, data privacy and security, and
 - 5.2.2 including sufficient safe guards around accuracy, bias detection, intellectual property rights and protection, and other pertinent risks.

Generative Artificial Intelligence (AI) Policy

The Company's Generative AI Approval process is set out at Annex 1 of this policy.

- 5.3 When using or implementing generative AI within any Company product or service you must document such use or implementation in [provide details of relevant Company log/record] clearly identifying yourself, including your name and job title, and including all relevant details of the generative AI, including the name and version number of the generative AI and the date so used or implemented.
- 5.4 Where generative AI is used in any Company product or service you must make it clear, in any output generated, that the output has been created using generative AI.
- 5.5 You must ensure that you have all required permissions and licences to use any data, materials or information, whether Company owned or managed or third party (including customer or employee), to train or test any generative AI system.
- 5.6 You must not make any claims or representations about the operation of generative AI technologies within the Company's products or services without the prior written approval of the Company and any marketing statements or materials in respect of the same must have prior written approval by [responsible officer].
- 5.7 In designing and developing Company products or services that include generative AI, you must use best efforts to ensure that:
 - 5.7.1 there is adequate human oversight of the operation and output of the generative AI functionality, including appropriate training of operators, developing instructions and policies for operators, and identifying pressure points in the operation where oversight is of most importance;
 - 5.7.2 the operation and output of the generative AI functionality accords with the Company's culture and values, including testing for bias or discrimination;
 - 5.7.3 you implement good data management practices, logging and recording the source materials used as training data, relevant licences and permissions for use of such data, and the generated outputs;
 - 5.7.4 the operation of the generative AI functionality is transparent (the system and its processes can be understood) and explainable (its decisions can be explained);
 - 5.7.5 adequate due diligence has been carried out to ensure that any cyber or security risks arising in respect of the use of the generative AI have been identified, and either mitigated or removed.

6 Hallucinations and guardrails

- 6.1 Hallucinations occur where generative AI believes that it knows a fact to be true, but in reality it is wrong. Due to the way in which generative AI is trained and operates, it is able to produce plausible answers which are inaccurate, and in some cases totally made up. As such, you should treat any information created by generative AI with caution and perform your own additional validation checks on any such information prior to using or relying on it.
- 6.2 Guardrails are the rules given to generative AI technology requiring it to avoid certain topics or answers. For example, due to regulatory concerns, this might include financial advice. This may also include avoiding topics or answers around potentially unlawful matters such as the creation of dangerous objects. It may also be programmed to avoid subjects that it is not well-trained to answer. You should take this into account when assessing any outputs created using generative AI technologies.

7 Personal use of generative AI

- 7.1 You must not use the Company's computers, networks or systems (including via smartphones or tablets) to access generative AI tools for personal use during working hours [or at any time].
- 7.2 You may make reasonable use of generative AI tools for personal use using the Company's computers, networks and/or systems (including via smartphones or tablets), provided use is minimal

Generative Artificial Intelligence (AI) Policy

and takes place substantially out of normal working hours (*i.e.* during your lunch break or before or after work), it does not interfere with your duties and business and office commitments and is strictly in accordance with this policy.

- 7.3 Any unauthorized use of generative AI is strictly prohibited. Permission to use the Company's systems to access generative AI tools for personal use may be withdrawn at any time at the Company's discretion.

8 Monitoring

- 8.1 The Company's [internet, e-mail and communications policy], in particular in relation to the Company's right to monitor, intercept and read communications, applies equally to use of generative AI technologies via the Company's systems or network.
- 8.2 We will also monitor how the Company's supplier's and customers use generative AI generally and any use of Company information or information concerning the Company by them or by our competitors. The [IT manager] is responsible for this monitoring.

9 Responsibility for compliance

- 9.1 All staff are responsible for ensuring that their own use of generative AI is in accordance with this generative AI policy, and must, in particular, make themselves aware of, and comply with, their responsibilities, as outlined in this policy, to protect confidential and sensitive information when using generative AI.
- 9.2 Managers and supervisors are responsible for ensuring that their teams are aware of and comply with this policy and they must report any violations of this policy to the IT manager/HR department.
- 9.3 The Company's IT department is responsible for agreeing and documenting an approved list of generative AI systems for use by staff in the Company's Products and Services.
- 9.4 The Company's HR and Legal department is responsible for handling any complaints concerning violation of or noncompliance with this policy, including any allegations of harassment, discrimination, or bias that may be raised by employees, customers or other third parties.

10 Breaches of this policy

- 10.1 Because of the importance of this policy, an employee's failure to comply with any requirement of it may lead to disciplinary action under the Company's [e.g. code of conduct and disciplinary and dismissal procedure], and this action may lead to dismissal for gross misconduct. If you are not an employee, breach of this policy may result in termination of the Company's contract with you with immediate effect.
- 10.2 You are also reminded that, in certain circumstances, an act that breaches this policy may also constitute a criminal offence.
- 10.3 You should note in particular that inputting Company materials, data or information (including commercially sensitive or confidential information), into generative AI tools may amount to misconduct even if it takes place:
- 10.3.1 on a personal account with appropriate privacy settings;
 - 10.3.2 outside normal working hours; and/or
 - 10.3.3 without using the Company's computers, software, systems and networks.
- 10.4 If, while working for the Company, you become aware of any misconduct or wrongdoing by any member of staff in breach of this or related policies, you must report it to the IT manager/HR manager.
- 10.5 Staff who feel that they have been harassed, bullied or defamed because of or via material created or generated through the use of generative AI by a colleague should inform their line manager/the HR manager in accordance with the Company's harassment and bullying grievance procedure.

Generative Artificial Intelligence (AI) Policy

11 Acknowledgement and declaration

You are required to sign the acknowledgement below to confirm that you have read, understood and will abide by the terms of this policy.

I have read and understood this generative AI policy, agree to abide by its terms and agree that the Company has the rights set out within it.

Signed by [full name]:

Dated (DD/MM/YYYY): [Date]

Generative Artificial Intelligence (AI) Policy

Annex 1

Review and approval process for the inclusion of generative AI technologies in Company Products and Services