

AI FOR LAWYERS ACADEMY

FREE TEMPLATE

Law Firm Generative AI Use Policy

A first-draft template for adaptation by the firm. Not legal advice;
review against your jurisdiction's rules before adoption.

_____ (the “Firm”)
Effective Date: _____

1. PURPOSE

1.1 Purpose. This Policy sets the rules for using generative artificial intelligence tools in the Firm’s work, so that the Firm can benefit from these tools while meeting its professional obligations to clients, courts and third parties.

1.2 Professional framework. This Policy supports compliance with the rules of professional conduct of _____ and the duties discussed in American Bar Association Formal Opinion 512 (July 29, 2024): competence, confidentiality, communication, candor toward the tribunal, supervision and reasonable fees. Where any law, court rule or order imposes a stricter requirement, that requirement prevails.

2. SCOPE

2.1 Users. This Policy applies to all partners, associates, counsel, paralegals, staff, contractors and vendors acting for the Firm (each a “User”).

2.2 Activities. This Policy covers any use of a generative AI tool in connection with Firm business, on Firm or personal devices and accounts, including drafting, research, review, summarisation, translation, transcription and client communication.

3. DEFINITIONS

3.1 “Generative AI tool” means software that generates text, images, audio or other content in response to prompts, including general assistants and legal-specific platforms.

3.2 “Approved Tool” means a generative AI tool listed in the Approved Tools Register under Section 4.

3.3 “Confidential Information” means information relating to the representation of a client, prospective client or former client, and any other information the Firm is legally or contractually obliged to protect.

4. GOVERNANCE AND APPROVED TOOLS

4.1 Approval. Only Approved Tools may be used for Firm work. _____ approves tools after reviewing the vendor’s terms of use, privacy and data-retention terms, security measures, whether inputs are used to train models, and where data is processed.

4.2 Register. The Firm keeps an Approved Tools Register recording each tool, the plan or edition approved, permitted uses and any conditions.

4.3 New tools. A User who wishes to use a tool that is not approved must request approval before using it for any Firm work.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 Rule. Users may enter Confidential Information only into an Approved Tool whose contractual terms prohibit use of the Firm's inputs for training and whose access is restricted to the Firm and persons bound to protect the information. Where a tool may retain or learn from inputs in a way that could expose information outside the Firm, the client's informed consent must be obtained first. General terms in an engagement letter are not, on their own, a substitute for informed consent where it is required.

5.2 Minimise. Users must enter only the information needed for the task and should remove or replace identifying details where the task allows.

5.3 Consumer accounts. Users must not use personal or consumer accounts of any AI tool for Firm work.

5.4 Personal data. Users must comply with data protection laws that apply to personal data processed through AI tools.

6. PROHIBITED USES

Users must not use a generative AI tool to: (a) give legal advice to a client without review by a responsible lawyer; (b) make decisions about a client matter without human judgment; (c) create or alter evidence; (d) impersonate any person; (e) generate content that is discriminatory, harassing or unlawful; or (f) circumvent any court rule, order or client instruction.

7. VERIFICATION AND PROFESSIONAL JUDGMENT

7.1 Responsibility. AI output is a draft. The User and the responsible lawyer remain fully responsible for any work product that uses it.

7.2 Verification. Before relying on AI output, the User must verify its accuracy to a degree appropriate to the task, including confirming that every cited authority exists, says what it is cited for, is quoted accurately and remains good law.

7.3 No self-verification. Asking an AI tool to confirm its own output is not verification.

8. COURT FILINGS

8.1 Review. Any court filing prepared with the assistance of a generative AI tool must be reviewed by a second lawyer, in addition to the responsible lawyer, before filing.

8.2 Court rules. Users must check and comply with any statute, court rule, standing order or judge's requirement on AI use or disclosure in each court where they appear.

9. CLIENT COMMUNICATION

9.1 Engagement terms. The Firm's engagement letters describe in general terms how the Firm uses generative AI tools and how client information is protected.

9.2 Disclosure. Users must tell a client about AI use where the client asks, where the client's instructions or outside counsel guidelines require it, where informed consent is needed under Section 5, or where AI output will influence a significant decision in the representation.

10. SUPERVISION AND TRAINING

10.1 Supervision. Lawyers with managerial or supervisory authority must take reasonable steps to ensure that the Users they supervise comply with this Policy.

10.2 Training. Users must complete training on the Approved Tools and this Policy on joining the Firm and at least annually.

11. FEES AND BILLING

11.1 Time. Users billing hourly must record and bill only the time actually spent, including time spent reviewing and verifying AI output.

11.2 Learning. The Firm will not charge clients for time spent learning to use a generally available AI tool unless the client has specifically requested it.

11.3 Tool costs. The cost of general AI subscriptions is treated as Firm overhead. A matter-specific AI tool cost is charged only where reasonable and agreed in writing in advance.

11.4 Flat fees. Flat and alternative fees must remain reasonable in light of any efficiency gained through AI.

12. INCIDENTS

A User who becomes aware of a possible breach of this Policy, including Confidential Information entered into an unapproved tool or an inaccurate citation filed or sent, must report it to _____ within 24 hours. The Firm will assess the incident, take steps to mitigate it and meet any duty to inform clients, courts or regulators.

13. COMPLIANCE AND REVIEW

13.1 Breach. A breach of this Policy may lead to disciplinary action.

13.2 Review. This Policy will be reviewed at least every six months and whenever there is a material change in the law, professional guidance or the Firm's tools.

SCHEDULE: APPROVED TOOLS REGISTER

Tool and plan	Permitted uses	Confidential information permitted?	Conditions	Approved by and date

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