

EXAMPLE: Acceptable Use Policy for AI

The Law Offices of James Scott Farrin

Acceptable Use Policy for Artificial Intelligence (AI) Tools

Effective Date:

Applies To: All Attorneys, Paralegals, and Staff

1. Purpose

This policy establishes guidelines for the responsible, ethical, and legally compliant use of Artificial Intelligence (AI) tools within **The Law Offices of James Scott Farrin**. The firm recognizes the potential benefits of AI for improving efficiency but also acknowledges the risks, including confidentiality breaches, ethical violations, and unreliable outputs.

All employees, including attorneys, paralegals, and staff, are expected to comply with this policy when using AI in any work-related capacity.

2. Scope

This policy applies to all AI tools, including but not limited to:

- **Generative AI tools** (e.g., Eve Legal, ChatGPT, Google Gemini, Microsoft Copilot)
- **Legal AI research tools** (e.g., Eve Legal, CoCounsel, Westlaw AI)
- **Document drafting or summarization AI tools**

This policy covers AI use in all firm activities, including legal research, document drafting, communications, client interactions, and administrative tasks.

3. Ethical and Professional Responsibilities

AI tools **must not replace independent legal judgment**. Attorneys remain responsible for all work product and must verify the accuracy and appropriateness of AI-generated content.

AI-generated work **must be reviewed and approved by a human** before being

submitted to courts, clients, or opposing counsel.

Employees must **disclose AI use** when required by court rules or client agreements, or when the attorney in his or her judgment believes such disclosure is prudent.

Because of the nature of training methods, **AI tools may be biased in their conclusions, output, and/or recommendations**. It is your responsibility to identify and remove that bias if necessary to maintain the accuracy and validity of the conclusions, output, and/or recommendations.

4. Confidentiality and Data Security

Do not input any confidential, privileged, or sensitive client information into any AI tool unless the tool is explicitly approved by the firm's IT department and AI Committee. AI tools should not be used to draft legal arguments without verification.

Any AI use that involves **personal data, financial data, or case strategies must be pre-approved** by the firm.

Any use of AI tools must comply with all applicable data protection and privacy laws.

5. Accuracy and Reliability

AI tools **may generate inaccurate or fabricated information** in the output that they produce (i.e., hallucinations). This can be anything from a misrepresentation of a case holding to a completely non-existent court decision. Employees must independently verify all AI-generated legal research, citations, and factual assertions.

Employees **must not submit AI-generated content to any person or entity outside the firm without human review and verification**.

If an AI tool produces an error that is later identified, it must be **corrected immediately**, and further notification to clients or courts must be considered by the AI Committee.

6. Limitations on AI Usage

AI **must not** be used to:

Make employment-related decisions (hiring, firing, promotions).

Draft final legal arguments without attorney oversight.

Engage in **automated client communications** that could be interpreted as legal advice.

Process personal or sensitive data unless approved by compliance.

AI should be used as a **supplementary tool**, not as a replacement for human expertise.

AI **must not** be used when prohibited by a client and employees must comply with any limitations on AI set by a client. The firm will maintain a list of clients who have prohibited or restricted the use of AI. All employees must review and regularly reference this list prior to using AI tools for a client.

If a non-attorney employee uses any AI tool to generate content that involves client data, legal research, case analysis, or any other work product related to legal services, they must notify an attorney supervisor regarding the use of AI. Additionally, all employees should be prepared to answer any of the following questions with respect to their use of AI:

Provide the text of input and output from the AI tool.

Understand and describe to their supervisor the time potentially saved by using the AI tool.

Discuss the strengths and weaknesses of the AI tool for completing the work.

7. Approved AI Tools

Employees may only use AI tools that have been **approved by the firm**. A list of firm-

approved AI tools will be maintained and updated by IT.

Employees may only use AI tools for work-related purposes on firm-owned and approved devices. Work-related AI use on personal computers, tablets, smartphones, or any non-firm equipment is strictly prohibited. This policy ensures compliance with firm security protocols, protects confidential firm and client information, and prevents unauthorized access to firm-approved AI resources.

If an employee wishes to use a new AI tool, they must **request and receive approval from IT and the AI Committee before use.**

For the avoidance of doubt, in no event may any client information, firm confidential information, or personally identifiable information be input into any publicly available AI tool (e.g., ChatGPT, Gemini, and Claude).

8. Compliance with Court and Regulatory Rules

Employees must comply with all applicable **bar association rules, court requirements, and professional conduct guidelines** related to AI use.

If a court requires AI usage disclosure, employees must comply with the disclosure requirements and notify a supervising attorney.

9. Training and Awareness

The firm will provide **ongoing training** on AI ethics, data security, and responsible AI use.

Employees must complete any required AI training before using AI tools in their work.

10. Confidentiality Agreement

All employees understand the firm has utilized confidential client data to develop or

implement AI tools, processes, and methodologies to enhance legal services, case management, and other internal operations. In consideration of continued employment and/or access to these confidential systems, all employees agree to maintain strict confidentiality regarding the firm's AI methods.

For purposes of this Agreement, "Confidential Information" includes, but is not limited to:

The firm's AI-related workflows, prompts, automation techniques, and any proprietary methodologies.

AI-driven case assignment processes, decision-making frameworks, and data analysis models.

Internal discussions, strategies, and research regarding AI use.

Any documentation, training materials, or data related to the firm's AI implementations.

"Confidential Information" does not include publicly available knowledge or information the Employee rightfully obtains from a source outside the firm without confidentiality obligations.

All employees agree to:

Maintain confidentiality: Not disclose, copy, or share Confidential Information with unauthorized persons outside the firm.

Limit use: Use Confidential Information solely for work-related purposes within the firm.

Return materials: Upon termination of employment, employees will not take, retain, delete, or destroy any materials related to the firm's AI methods, including but not limited to documents, prompts, workflows, data, or training materials. Employees acknowledge that all such materials are the property of the firm and must remain with the firm upon any employee's departure.

11. Reporting AI Misuse

Employees must report any suspected **misuse, bias, confidentiality breach, or ethical concern** related to AI usage immediately to their supervisor.

12. Consequences for Non-Compliance

Failure to comply with this policy may result in **disciplinary action**, including:

Revocation of AI tool access

Internal disciplinary action

Termination

13. Policy Review and Updates

This policy will be reviewed and updated regularly to align with emerging AI risks, court rulings, and best practices. Employees will be notified of any changes.

Acknowledgment of AI Policy

By signing below, I acknowledge that I have read, understand, and agree to comply with this Acceptable Use Policy for Artificial Intelligence (AI) Tools.

Employee Name: _____

Position: _____

Signature: _____

Date: _____