HCi Professional Services Pty Ltd

www.hci.com.au

Generative AI policies

Purpose

This policy provides guidance on the use of generative AI within HCi, addressing intellectual property (IP) ownership, copyright, confidentiality, contract obligations, potential defamation risks, and business continuity. The policy ensures responsible AI usage to protect HCi, its clients, and stakeholders.

Scope

This policy applies to all employees, contractors, and consultants who use generative AI tools and platforms in their professional capacity on behalf of HCi.

1. Intellectual Property (IP) and Source Material Ownership

Context:

Generative AI models are trained on vast datasets. Ownership of this source material may impact the legality and IP rights over AI-generated content.

Policy:

Before using any generative AI tool, obtain a copy of a written statement from the AI provider verifying that they have adhered to copyright laws in training their models. Ensure the provider confirms our license to use generated outputs.

For any internal training or customization of AI, verify that HCi holds the IP rights for all material used. Only IP owned by HCi or licensed for such purposes may be used.

2. Copyright of AI-Generated Content

Context:

Determining copyright ownership of AI-generated material can be complex and may differ based on jurisdiction and editing involvement.

Policy:

All AI-generated content must be reviewed and edited by a human to qualify as a "derived work." This step ensures HCi has at least some clear copyright ownership over the final, client-ready material.

Maintain clear documentation of edits made to AI-generated content for future reference and legal clarity.

3. Confidentiality and Personal Information

Context:

Using confidential or personal data in AI inputs or for training could lead to privacy and security breaches.

Policy:

Do not use confidential or personal information in prompts or to train generative AI models. Only publicly available or non-sensitive data should be used in such instances.

4. AI-Related Liability in Contracts

Context:

Contracts involving AI use should cover potential liabilities associated with IP, copyright, confidentiality, and data breaches.

Policy:

Ensure all contracts that involve AI-generated content are reviewed by a legal professional to confirm they address AI-related liabilities adequately. This includes disclaimers and indemnifications as needed.

5. Defamation Risk in Customer-Facing AI

Context:

Customer-facing AI, such as chatbots, may generate defamatory content.

Policy:

Implement a disclaimer on the HCi website for any AI-generated content or interactions, providing a link where users can report concerns or complaints.

6. Business Continuity and Risk Management

Context:

Service interruptions due to AI outages or failures could disrupt operations and impact client deliverables.

Policy:

Incorporate the potential loss of AI functionality into HCi's business continuity and risk management plans. Identify alternative processes and solutions to mitigate disruptions if AI tools become unavailable.