

Generative AI Use Policy

An adaptable template for solo and small California law firms · mapped to ABA Formal Opinion 512, ABA Model Rules 1.1, 1.4, 1.5, 1.6, 1.18, 3.3, 5.1, 5.3 — and the State Bar of California's Practical Guidance for Generative AI (2026), Bus. & Prof. Code §6068(e)(1), and Penal Code §§632/632.7

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IMPORTANT — read before adapting. This template is provided by AI Mind Systems for educational purposes. It is not legal advice, and adopting it does not create an attorney-client or consulting relationship. Rule citations refer to the ABA Model Rules of Professional Conduct and ABA Formal Opinion 512 (July 2024); California-specific citations refer to the California Rules of Professional Conduct, the State Bar of California's Practical Guidance for Generative AI (as updated 2026), the Business & Professions Code, and the Penal Code. Your state's rules and ethics opinions may differ and control. Review the adapted policy with your ethics counsel or your state bar's practice-management advisor before adoption. Text in [brackets] must be completed by the firm.

Generative AI Use Policy — [Firm Name]

Effective date: [date] · **Policy owner:** [managing partner / administrator] · **Policy version:** [1.0] · **Review cycle:** every [6] months and upon any material change in the tools we use or the rules that govern us. Each revision increments the version number and is noted in the change log kept by the policy owner; superseded versions are retained.

1. Purpose and scope

This policy governs the use of generative artificial intelligence ("GAI") tools — systems that draft, summarize, translate, transcribe, or answer questions, including chat assistants, drafting aids, research tools, transcription services, and the firm's client-facing intake assistant — by every lawyer, staff member, and contractor of [Firm Name], on firm or personal devices, whenever the work touches firm or client matters. ABA Formal Opinion 512 makes clear that a supervising lawyer's duties under Rules 5.1 and 5.3 include establishing clear policies on GAI use, and the State Bar of California's Practical Guidance for Generative AI likewise directs firms to adopt written use policies and train personnel on them **v2 · CA**; this document is that policy.

2. Approved tools

Only tools on the firm's Approved GAI Tools list (Schedule 1) may be used for client work. A tool joins the list only after the policy owner has confirmed, in writing: what the provider does with our inputs; that client data is not used to train the provider's models (or that training can be and has been disabled); where data is stored and for how long; and that the terms of service are compatible with our confidentiality obligations. Consumer accounts, free tiers, and personal logins are not approved for client work even when the same product's business tier is.

3. Confidentiality (Rule 1.6; Cal. Bus. & Prof. Code §6068(e)(1))

- **Default rule:** no client confidential information enters any tool that is not on the Approved list. When in doubt, it is confidential and it stays out.
- **California standard:** §6068(e)(1) imposes a statutory duty to preserve a client's secrets "at every peril to himself or herself" — a formulation stricter than Model Rule 1.6. The firm treats the California standard as

governing, and the State Bar's Practical Guidance as the operative gloss: a lawyer must not input confidential client information into a GAI product that lacks adequate confidentiality and security protections, and must review the product's terms of use to make that determination. **v2 · CA**

- **Self-learning tools:** Opinion 512 requires informed client consent before inputting information relating to the representation into a GAI tool that trains on it. The firm's position is simpler: we do not use such configurations for client work at all.
- **De-identification** is acceptable only where the information genuinely cannot be linked back to the client — names, matter facts, and distinctive circumstances travel together; removing the name alone is not de-identification.
- **Vendor contracts** for any tool touching client data must include confidentiality terms, a data-processing addendum where offered, and deletion on termination. [Administrator] keeps these on file.

4. Competence and verification (Rules 1.1, 3.3)

GAI output is a draft produced by a tool that can be confidently wrong. Every lawyer remains fully responsible for work product bearing their name. Before any GAI-assisted content is filed, sent to a client, or relied upon:

- Every cited authority is independently confirmed to exist and to say what the draft claims — from the primary source, not from the tool.
- Every factual assertion is checked against the record.
- Legal analysis is reviewed with the same care as a junior associate's first draft — because that is what it is.
- The verification checklist (Appendix A) is completed for filings; the completing attorney initials it in the matter file.

Lawyers must also stay reasonably aware of the benefits, limits, and risks of the tools they use (Op. 512; Rule 1.1 cmt. 8) — a duty the California Practical Guidance frames as ongoing education about GAI's capabilities and limitations — and must know and follow any standing order or local rule of the courts we practice in regarding disclosure of AI assistance.

5. Supervision (Rules 5.1, 5.3)

[Supervising partner] is responsible for GAI supervision firm-wide. Staff and contractors receive this policy at onboarding and annually; use of unapproved tools for client work is a policy violation. The firm's GAI vendors are nonlawyer assistants within the meaning of Rule 5.3: we make reasonable efforts to ensure their conduct — data handling, disclosures, behavior of client-facing systems — is compatible with our professional obligations, and the supervision log (Appendix B) records periodic review.

6. Client communication and consent (Rule 1.4)

We inform clients about GAI use where it is material to the representation: where a tool processes their confidential information (see §3), where its use affects fees or scope, where the client asks, or where they have instructed otherwise. The California Practical Guidance frames the disclosure judgment the same way — considering the client's sophistication, the novelty of the use, and its significance to the representation. Our engagement letter includes the disclosure in Appendix C. We do not treat routine, verified drafting assistance differently from other professional tools in casual conversation — but we never misrepresent how work is produced.

7. Fees and billing (Rule 1.5)

- We bill actual time spent — including time reviewing and verifying GAI output — never the time the tool saved us. Opinion 512 is explicit, and the California guidance says the same: a lawyer may not charge hourly fees for time

saved by GAI: a lawyer who completes a task in a quarter of the time may not bill for the phantom hours.

- Time spent learning to operate GAI tools in general is not billed to any client.
- If GAI tool costs are passed through as expenses, they are disclosed and itemized like any other cost, per our engagement letter.
- Flat-fee matters: efficiency gains belong to the fee agreement as written; we revisit pricing at renewal, not by silent margin capture at the client's expense of candor.

8. Client-facing intake assistant (Rules 1.18, 5.3; Florida Op. 24-1 as persuasive guidance)

- The assistant identifies itself as an automated assistant — not a lawyer, not a person — in its first sentence, in every conversation.
- It gives no legal advice and follows a fixed refusal path for "do I have a case?" and similar questions.
- **It captures deliberately little:** name, contact details, matter type, jurisdiction, adverse party for the conflicts screen — and stops. It is configured not to elicit case facts, because information from prospective clients can disqualify the firm under Rule 1.18. Less collection is the design.
- **Call recording and consent (Cal. Penal Code §§632, 632.7):** California requires all-party consent to record or intercept confidential communications, including cellular calls — and transcription by an AI system counts as recording for this purpose. If the intake line records or transcribes, the recording notice is part of the assistant's *first utterance*, delivered before recording or transcription begins; the caller's continuation after notice is logged as consent. The notice script is written, versioned, and reviewed in the supervision log (Appendix B). Calls from all-party-consent states are treated the same way regardless of where the firm sits. v2 · CA
- Transcripts reach [responsible attorney] by the next business morning; callers needing immediate help are given [emergency instruction].

9. Incidents and questions

Suspected confidentiality incidents involving a GAI tool, discovery of hallucinated content in delivered work, or court inquiries about AI use go to [policy owner] the same day, and are logged with the response taken. Questions about whether a use is permitted are asked before the use, not after; the default answer while waiting is no.

Schedule 1 — Approved GAI tools

Tool & tier	Approved uses	Prohibited uses	Reviewed / by / date
[e.g., business-tier assistant]	[drafting, summarizing]	[client PII without DPA]	[]
[intake assistant — AIMS]	[after-hours intake per §8]	[advice; deep fact capture]	[]
[]	[]	[]	[]

Appendix A — Verification checklist (filings and advice)

Completed by the responsible attorney before any GAI-assisted document is filed or advice is delivered; initialed copy to the matter file.

Check	Done	Attorney initials / date
Every cited case, statute, and regulation confirmed to exist, from a primary source	☐	
Every citation confirmed to support the proposition it is cited for	☐	
Quotations checked verbatim against the source	☐	
Factual assertions checked against the record	☐	
No client confidential information was entered into an unapproved tool in preparing this work	☐	
Court's standing orders / local rules on AI disclosure checked and complied with	☐	
Analysis independently reviewed as the attorney's own work product	☐	

Appendix B — Supervision log

Date	What was reviewed	Findings	Action / initials
[]	[tool config / intake transcripts sample / consent-notice script / staff use]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

Appendix C — Sample engagement letter clause

Adapt with your ethics counsel; some states have specific guidance on this disclosure.

"Technology and AI assistance. The firm uses carefully selected technology tools, including artificial-intelligence drafting and research assistants, to work efficiently on your matter. All AI-assisted work is reviewed and verified by your attorney, who remains fully responsible for it. We do not permit tools to train on your confidential information, and we bill only for actual attorney and staff time — never for time a tool saved. Our after-hours phone line is answered by an automated assistant that identifies itself as such, notifies callers if the call is recorded, takes messages and basic contact information only, and does not give legal advice. Questions about our use of technology are always welcome."

Prepared as an adaptable template by AI Mind Systems · aimindsystems.com · Template v2.0, August 2026. Sources: ABA Formal Opinion 512 (July 2024); ABA Model Rules 1.1, 1.4, 1.5, 1.6, 1.18, 3.3, 5.1, 5.3; State Bar of California, Practical Guidance for the Use of Generative Artificial Intelligence in the Practice of Law (as updated 2026); Cal. Bus. & Prof. Code §6068(e)(1); Cal. Penal Code §§632, 632.7; Florida Bar Advisory Opinion 24-1 (persuasive, client-facing systems). Not legal advice; state rules control.