

AI Rider

Model provisions on artificial intelligence for a subcontract, subconsulting agreement or engagement letter

This AI Rider (the “Rider”) is made part of the [Subcontract / Agreement] dated [DATE] between [CONTRACTOR NAME] (“Contractor”) and [SUBCONTRACTOR / CONSULTANT NAME] (“Subcontractor”) for the [PROJECT NAME] (the “Project”). If this Rider conflicts with the Agreement on the subject of AI Tools or Contractor Data, this Rider controls.

1. Definitions

“AI Tool” means any software, service or feature that uses machine learning, a large language model or similar technology to generate, summarize, classify, extract, translate or analyze text, numbers, images, drawings, models or other content, whether stand-alone or built into other software.

“Contractor Data” means all information Subcontractor receives from or on behalf of Contractor, the Owner or the Project, including drawings, specifications, pricing, schedules, correspondence, contract documents and any material derived from them.

“AI-Assisted Deliverable” means any submittal, estimate, schedule, narrative, letter, calculation, drawing, report or other work product delivered to Contractor that was drafted, generated, checked or materially shaped by an AI Tool.

2. Governing AI policy

Subcontractor shall follow a written AI use policy in performing the Work. Subcontractor shall either (a) attach its own written policy as Exhibit [X], dated and versioned, or (b) follow Contractor’s AI use policy, version [], as provided to Subcontractor. Subcontractor shall notify Contractor in writing before any material change to the policy that applies to the Work.

3. Disclosure of AI Tools

Schedule A lists each AI Tool Subcontractor may use in performing the Work, by product name and account or license type (for example, enterprise, business or individual). Subcontractor shall not use any other AI Tool on the Work or with Contractor Data without giving Contractor [ten (10)] business days’ written notice. Contractor may object in writing within that period, and Subcontractor shall not use the objected-to tool on the Work.

4. Restricted data

Subcontractor shall not enter the following into any AI Tool without Contractor’s prior written consent: (a) bid, proposal and subcontractor pricing; (b) correspondence or documents the Owner has marked confidential or provided under a non-disclosure agreement; (c) materials prepared at the direction of

counsel or concerning a claim or dispute; (d) personal information of any individual; and (e) [OTHER CATEGORIES]. Subcontractor may enter other Contractor Data only into AI Tools listed in Schedule A.

5. No training; retention; export and deletion

Subcontractor shall not use, and shall not permit any AI Tool provider to use, Contractor Data or any output derived from it to train, fine-tune or improve any model or service for any party other than Contractor. Subcontractor shall retain Contractor Data in AI Tools only as long as needed to perform the Work. Within [thirty (30)] days after completion of the Work, termination, or Contractor's written request, Subcontractor shall return or export Contractor Data and associated prompts and outputs in a reasonably usable format, then delete them from all AI Tools and certify the deletion in writing, except as Section 7 requires otherwise.

6. Human review and standard of care

Before delivering any AI-Assisted Deliverable, a qualified individual employed or engaged by Subcontractor shall review it, including checking figures, quantities, citations and references against their sources. Subcontractor shall identify AI-Assisted Deliverables when delivered and record the reviewer's name with each. Use of an AI Tool does not change Subcontractor's standard of care, warranties or obligations under the Agreement, and is not a defense to any claim that the Work is deficient.

7. Records

Subcontractor shall keep a record of which AI Tools were used on each AI-Assisted Deliverable and the reviewer for each, for the longer of [six (6)] years after final completion or the period required by the Agreement, and shall produce it to Contractor on reasonable request. When Contractor gives notice of a claim, dispute or litigation hold, Subcontractor shall preserve related prompts, inputs and outputs and shall suspend deletion under Section 5 for that material.

8. Insurance

Subcontractor represents that, to its knowledge after reasonable inquiry, its commercial general liability, professional liability (if required by the Agreement) and cyber liability policies do not exclude claims arising from Subcontractor's use of AI Tools in performing the Work, or Subcontractor has disclosed every such exclusion to Contractor in writing before signing. Subcontractor shall notify Contractor within [ten (10)] business days of any new or changed exclusion relating to AI and shall provide endorsements on request.

9. Incidents

Subcontractor shall notify Contractor in writing within [forty-eight (48)] hours after learning that Contractor Data was entered into an AI Tool in violation of this Rider, identifying the tool, the account type, the data involved and whether model training was disabled at the time, and shall cooperate with Contractor's reasonable steps to contain the incident.

10. Flow-down

Subcontractor shall include provisions substantially similar to this Rider in every lower-tier subcontract, subconsulting agreement and supplier agreement under which Contractor Data is shared, and shall be responsible to Contractor for compliance by those parties.

11. Verification

On **fifteen (15)** business days' written notice and no more than once per year (or at any time after an incident under Section 9), Subcontractor shall provide written answers and reasonable supporting evidence showing compliance with this Rider, such as its current policy, Schedule A, AI Tool settings and the records kept under Section 7.

12. Survival

Sections 4, 5, 7, 9 and 10 survive completion, expiration or termination of the Agreement.

Schedule A: Approved AI Tools

AI tool	Account type	Permitted uses on the Work	Training off?	Approved by

Signatures

CONTRACTOR: _____

Name and title: _____ Date: _____

SUBCONTRACTOR / CONSULTANT: _____

Name and title: _____ Date: _____