

# AGL Supplier Generative AI Standard

January 2024

Individual and corporate entities which act for or on behalf of AGL or who perform functions in relation to or on behalf of AGL, are expected to comply with this Standard. This includes, but is not limited to, AGL's Business Partners.

Business Partners must comply with the following:

## 1. Consent, transparency and accountability

Business Partners must:

- obtain the prior written consent of AGL before using any Generative AI tools in the provision of Services to AGL;
- clearly disclose to AGL when and how a Generative AI tool has been used to produce any content, including the name, capabilities, limitations, and risks of the Generative AI tool;
- indicate which parts of the content are generated by the Generative AI tool and which parts are created or edited by humans;
- keep a detailed record of the inputs, outputs, iterations, and human interventions involved in the use of the Generative AI tool and provide such record to AGL upon written request; and
- assign clear roles and responsibilities for the design, development, and deployment of the Generative AI tool, and ensure that the accountable persons are trained and qualified to use the Generative AI tool.

## 2. Privacy and user controls

- When using Generative AI tools, Business Partners must not:
  - input any Personal Information into a Generative AI tool (either to train the Generative AI tool or as an input to generate a response) and must otherwise comply with [AGL's Privacy Policy](#) and relevant privacy laws when using Generative AI tools; or
  - use the output of a Generative AI tool which depicts the images or stories of real people without obtaining consent or an appropriate licence to do so.
- Business Partners must provide appropriate user controls to AGL and any end users of the content produced by the Generative AI tool, such as consent, opt-in/out, visibility of AI involvement, and ability to report concerns or request corrections.

### 3. Confidential Information

- Unless otherwise agreed in writing between AGL and a Business Partner, the Business Partner must not use or disclose any Confidential Information belonging to AGL when using Generative AI tools.
- If a Business Partner reasonably suspects any unauthorised disclosure of Personal Information to a Generative AI tool, the Business Partner must notify AGL immediately.

### 4. Accuracy, quality control and explainability

- Business Partners must critically evaluate the accuracy and validity of information produced by Generative AI tools before using that information. This includes (without limitation):
  - verifying the output of the Generative AI tool against the original source documents and, if a source is not identifiable, verifying that the output is accurate using reliable sources;
  - exercising caution to avoid using misleading or false information; and
  - not feeding the output of one Generative AI tool automatically into another Generative AI tool.

### 5. Intellectual Property Rights and truthfulness

Business Partners must:

- not create or disseminate any content that is false, misleading, manipulated, or harmful, or that violates any applicable laws or ethical standards, using the Generative AI tool;
- ensure that the content produced by the Generative AI tool is truthful, reliable, and verifiable, and that it does not compromise the reputation or credibility of AGL or any third parties; and
- not:
  - use or reproduce the copyright or Intellectual Property Rights of others (including trademarks, designs or patents) without an appropriate licence to do so; or
  - use Generative AI tools to create content that is intended to be protected by copyright (for example, marketing copy and images), unless otherwise agreed in writing between AGL and a Business Partner.

### 6. Decision making

- Business Partners are responsible for all decisions made with the assistance of Generative AI tools.
- Business Partners must:
  - use Generative AI tools in a way that is beneficial to humans and improves outcomes, not to replace them; and
  - maintain human oversight and control over the Generative AI tools.

- Unless otherwise agreed in writing between AGL and a Business Partner, the Business Partner must not delegate their decision making to any Generative AI tool to:
  - make a decision that will directly impact an individual; or
  - act as a critical input into a decision that will directly impact an individual.

## 7. Anti-discrimination and inclusion

Business Partners must:

- always assess whether the output of a Generative AI tool is discriminatory, biased, offensive or inappropriate, or in breach of the AGL Supplier Code of Conduct; and
- ensure that the content produced by the Generative AI tools is fair, accurate, respectful, and inclusive of diverse individuals, cultures, and communities.

## 8. Bias mitigation and responsible experimentation

Business Partners must:

- proactively monitor and mitigate any potential issues of lack of diversity, problematic representations, or bias amplification that may arise from the use of the Generative AI tool or the data sets used by the Generative AI tool;
- continuously refine and recalibrate the data sets and the Generative AI tool to ensure that they are representative, balanced, and unbiased, and that they do not produce any harmful or unintended outcomes;
- enable controlled experimentation of new applications or features of the Generative AI tool in a restricted sandbox environment and build expertise and evidence before deploying them for AGL; and
- conduct regular testing and evaluation of the performance, accuracy, and quality of the Generative AI tool, and report any errors, defects, or anomalies to AGL.

## 9. Glossary of Terms

Term	Description
AGL	AGL Energy Limited and its related bodies corporate.
Agreement	AGL's agreement with a Business Partner.
Artificial Intelligence (AI)	A broad term that refers to an engineered system that generates predictive outputs such as content, forecasts, recommendations or decisions.
Business Partners	AGL's contractors, consultants, third party agents, third party introducers, referrers, persons acting in a fiduciary capacity, service providers and joint venture partners in

Term	Description
	any of AGL's operations.
Confidential Information	<p>Any information (in any form) which is disclosed or made accessible by or on behalf of a party to another party during or in connection with the negotiation or performance of the Agreement that:</p> <ul style="list-style-type: none"> <li>• is expressly stated to be or marked confidential; or</li> <li>• could reasonably be expected to be confidential in nature,</li> <li>• but excluding information which is: <ul style="list-style-type: none"> <li>– in the public domain, other than due to a breach of confidentiality; or</li> <li>– lawfully obtained by the receiving party from a different source in circumstances which do not impose a duty of confidence.</li> </ul> </li> </ul> <p>The terms and existence of the Agreement are Confidential Information of both AGL and Business Partner.</p>
Generative AI	AI that generates novel content (such as text, images, audio and code) in response to prompts.
Intellectual Property Rights	<p>All present and future rights conferred by law in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:</p> <ul style="list-style-type: none"> <li>• all rights in all applications to register these rights;</li> <li>• all renewals and extensions of these rights; and</li> <li>• all rights in the nature of these rights, excluding Moral Rights.</li> </ul>
Moral Rights	Rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in Australia that may now exist or that may come to exist in relation to the work.
Personal Information	<ul style="list-style-type: none"> <li>• Information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether information is true or not, and whether recorded in a material form or not;</li> <li>• information or a document that relates to the affairs or personal particulars of another person (such as a company or a business); or</li> <li>• any other information considered 'Personal Information' by the Privacy Act</li> </ul>

Term	Description
	1988 (Cth), which is received or learnt by the Business Partner from any source as a consequence of or in the performance of Business Partner's rights and obligations under the Agreement.
Services	Services to be provided by the Business Partner to AGL under the Agreement.