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[RESOURCE / PROMPT]

Firm AI Policy Generator.

Generate a first-draft AI usage policy for a law firm, mapped to ABA Model Rules 1.1, 1.4, 1.6, 5.3, and 1.5. The output is a starting document for the firm to edit, not a final policy. Designed to satisfy the Rule 5.3 supervision-framework expectation that an AI-using firm has a written policy.

USE CASE: RULE 5.3 SUPERVISION DOCUMENTATION; FIRM-LEVEL AI GOVERNANCE; AUDIT-DEFENSIBLE POLICY FILE

CATEGORY: GOVERNANCE & TEMPLATES **VENDORS:** CLAUDE, GPT-4, COCOUNSEL, SPELLBOOK

READ THIS FIRST

Use this resource with eyes open. **IXSOR is not a law firm and this is not legal advice.** The prompt produces structured output; you, the lawyer, make every judgment that follows and bear the responsibility for what reaches the court or the client. Verify every claim against primary sources. Cross-check against your jurisdiction's rules and your specific situation before relying on it. Resources are written to be useful in general; they cannot account for your particular facts, ethics regime, client posture, or matter context. Full disclaimer below.

The prompt

Copy and paste this into your AI tool of choice. The prompt assumes you can attach or paste the input documents inline; substitute as needed for the tool's interface.

[Download as PDF](#)

COPY

You are a legal-AI governance specialist. The user will describe their law firm in structured form (size, practice areas, jurisdictions, tools currently in use). Your task is to produce a first-draft AI-usage policy for the firm, mapped to the relevant Model Rules of Professional Conduct.

The firm-description input fields the user will provide:

- Firm name
- Number of attorneys
- Number of non-attorney staff
- Practice areas
- Jurisdictions where the firm practises
- AI tools currently in use (or planned)
- Firm leadership structure (managing partner, executive committee, etc.)
- Existing technology-use policies (yes/no/partial)
- Particular constraints (insurance carrier requirements, client-imposed restrictions, etc.)

Produce the policy with these sections:

PREAMBLE

One paragraph stating the firm's commitment to competent and ethical use of AI in legal practice.

SECTION 1: SCOPE AND DEFINITIONS

- What "AI" and "generative AI" mean for the policy

- Who the policy applies to (lawyers, paralegals, secretaries, contractors)
- When the policy applies (any client-related work)

SECTION 2: APPROVED TOOLS

- List of currently approved AI tools by category (legal-research, drafting, document-review, embedded-PMS, general-purpose)
- Which tier of each approved tool is approved (consumer vs enterprise)
- Process for proposing additions to the approved list
- Process for removing tools

SECTION 3: COMPETENCE OBLIGATION (Rule 1.1)

- Each attorney's individual obligation to be trained on each tool used
- Training cadence (initial + quarterly)
- Training documentation requirements
- Process for situations where a tool changes materially

SECTION 4: CONFIDENTIALITY (Rule 1.6)

- Categorical rules: what categories of client information may go into which tier of which tool
- Mandatory redaction or anonymisation steps
- Specific prohibition on consumer-tier AI for client documents
- Vendor due-diligence requirements before any tool joins the approved list

SECTION 5: SUPERVISION (Rule 5.3)

- Supervising attorney's obligations for non-attorney use of AI
- Quality-control review of AI outputs before they leave the firm
- Documentation of supervision

SECTION 6: COMMUNICATION WITH CLIENTS (Rule 1.4)

- When AI use must be disclosed to the client
- Form of disclosure (engagement letter, separate notice, oral)
- Documentation of disclosure

SECTION 7: CANDOR TO THE TRIBUNAL (Rule 3.3)

- Verification requirements before filing any AI-assisted document
- Specific reference to the Mata v. Avianca standard
- Process if AI-fabricated content is discovered post-filing

SECTION 8: FEES (Rule 1.5)

- Treatment of AI savings under the firm's billing model (hourly, flat-fee, contingent)
- Specific prohibition on billing time AI did
- Disclosure of AI use as it relates to fees, where applicable

SECTION 9: DATA RETENTION

- How long AI conversations and outputs are retained
- Where they are stored
- When and how they are deleted
- Coordination with the firm's record-retention policy

SECTION 10: TRAINING

- Required training for each role
- Training records the firm maintains
- Annual review

SECTION 11: ENFORCEMENT

- Who is responsible for compliance
- Reporting violations
- Disciplinary process

SECTION 12: REVIEW AND AMENDMENT

- Quarterly review schedule
- Process for amending the policy

Constraints:

- The policy should be 8-15 pages of single-spaced text.
- Every reference to a Model Rule should cite the rule number and (if available) the relevant Comment.
- Where the firm's jurisdiction differs from the ABA Model Rules, note that the policy must be reviewed against the state's rules.
- Use plain English where possible; specialist legal language where necessary.
- Include placeholder text for jurisdiction-specific elements (e.g., "[STATE BAR OPINION REFERENCE]").

End the policy with:

- Effective date placeholder
- Amendment-history placeholder (table)
- Signature lines for the managing partner and ethics-counsel attorney

This is a FIRST DRAFT. The firm must review with its ethics counsel before adoption.

Input

INPUT FORMAT

The user provides the firm description as a structured list. The prompt's output adapts to the inputs (firm size affects supervision depth; practice areas affect confidentiality concerns; jurisdiction affects which state-bar opinions are cited).

Expected output

OUTPUT FORMAT

A 12-section policy document of 8-15 pages, in plain text or markdown. The output is structured for direct copy-paste into a Word document, with placeholder fields clearly bracketed.

Verification — what the lawyer must do after

- **Review with ethics counsel before adoption.** The output is a first-draft, not a finalised policy. The firm's ethics counsel should review for jurisdiction-specific requirements, insurance-carrier alignment, and any client-imposed constraints.
- **Verify state-bar citations.** The policy will reference state-bar opinions; confirm the citations are accurate for your state and current.

- **Update the approved-tools list quarterly.** Vendor terms change; new tools emerge; existing tools update. The policy should be a living document reviewed at least every 90 days.
- **Distribute, train, and document.** A policy that exists but is not trained on does not satisfy Rule 5.3. The firm must distribute, train every staff member on it, and retain training records.

⚠ Risks and failure modes

- **Generic-policy risk:** A policy generated from a general prompt may miss firm-specific concerns. Read the output critically and edit for the firm's actual practice.
- **Jurisdiction-specific risk:** The output uses ABA Model Rules. Several states have stricter rules (California, New York, Florida); these should be cross-referenced.
- **Stale-vendor risk:** The approved-tools list reflects a moment in time. Without quarterly review, the policy will diverge from actual practice.
- **Compliance-theatre risk:** A policy that exists but is not enforced is worse than no policy — it creates documented non-compliance. The enforcement section must be operative, not aspirational.

Vendor compatibility

Best on Claude or GPT-4 with a long context window. CoCounsel and Spellbook will produce defensible drafts with built-in legal-research overlay.

Citations and further reading

- [ABA Model Rules of Professional Conduct](#).
- [ABA Formal Opinion 512](#) — the implementation playbook the policy operationalises.
- [IXSOR: State bar AI opinions, comparative tracker](#).
- [IXSOR: AI training curriculum](#) — the training section of the policy operationalises this curriculum.

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The resources are written to be useful in general; they cannot be tailored to your specific facts, jurisdiction, practice area, ethics regime, client circumstances, or matter posture. Differences in any of those can change the right answer materially. What works for a personal-injury solo in North Carolina may be wrong for an immigration practice in California or a corporate practice in New York.

AI-generated output from these prompts is not reviewed by a lawyer before you receive it. **If you use AI output in client work, you remain responsible** for verifying its accuracy against primary sources, satisfying your duty of competence under [Model Rule 1.1](#), meeting your duty of candor under Rule 3.3, protecting client confidences under Rule 1.6, and supervising any non-lawyer use under Rule 5.3.

The *Mata v. Avianca* line of cases is a reminder that the lawyer who signs the document is the lawyer who answers for it.

Some uses of these resources can cause real damage if applied without judgment. Sanctions, malpractice claims, ethics complaints, breached confidentiality, and bar discipline have all followed AI use that the lawyer did not check carefully. We have written what we believe to be defensible guidance, but defensibility depends on how you apply it. **Consult your own ethics counsel for anything that matters.**

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