FREE TEMPLATES. Current as of October 2026. For your firm and its counsel to adapt. Not legal advice.

Using AI in your practice, consistent with ABA Formal Opinion 512

Four parts: the opinion in plain English, a vendor checklist, client disclosure and consent language, and a one-page firm AI policy.

> ABA Formal Opinion 512, *Generative Artificial Intelligence Tools* (July 29, 2024), explains how lawyers' existing duties apply to AI. It is persuasive, not binding. Most states' rules, including Arkansas's, are based on the ABA Model Rules, but confirm your state's current rules and any bar or court guidance before adopting these documents.

Part 1. The opinion in plain English

Duty	What Opinion 512 expects	What to do this week
Competence Rule 1.1	A reasonable understanding of each tool's capabilities and limits. Independent review of its output, scaled to the task. Keeping up as tools change.	List the AI tools anyone in the firm uses. For each, write one line on what it's good and bad at.
Confidentiality Rule 1.6	Evaluate the risk that client information is disclosed or accessed, inside or outside the firm. Before entering client information into a self-learning tool, get the client's informed consent. Boilerplate in an engagement letter is not enough.	Run every tool through the vendor checklist (Part 2). Stop using any tool that fails it with client information.
Communication Rule 1.4	Tell clients about AI use when they ask, when consent is required, and when the use is significant to the matter or the fee.	Add a plain-English technology clause to your engagement letter (Part 3).
Candor and claims Rules 3.1, 3.3, 8.4(c)	Lawyers are responsible for everything they file, however it was drafted. AI can invent citations that look real.	Make "every citation checked against the source" a written rule. Check your courts' standing orders on AI.
Supervision Rules 5.1, 5.3	Clear firm policies on permitted AI use, training for lawyers and staff, and due diligence on AI vendors like any outside service provider.	Adopt the one-page policy (Part 4) and train everyone on it, including staff.
Fees Rule 1.5	Hourly billing reflects time actually spent, including prompting and review. Time learning general-purpose tools isn't billable. Tool costs are overhead unless matter-specific and agreed. Flat fees must stay reasonable.	Write your billing rule into the policy and the engagement letter.

Prospective clients Rule 1.18	Not a focus of the opinion, but intake is where AI meets small firms. People who consult you are owed confidentiality, and what they share can create conflicts.	Collect only what a conflict check needs, and run the conflict check before the substance.

Part 2. Vendor checklist

Ask every AI vendor these questions, and get the answers in writing: the contract, data processing terms or security documentation, not a sales page. If a vendor can't answer, treat that as the answer.

Red flags: no written answers; "your data is safe with us" with no specifics; terms that can change without notice; no way to delete; a free tool with no business agreement behind it.

Question	What a good answer looks like	Answer received?
1. Where does the text go, and is it kept?		
Where is our data processed and stored?	Named providers and regions (for example, US data centers).	☐
How long are prompts, files and outputs retained?	A stated period, ideally short or zero, and in the contract.	☐
Can we have our data deleted on request, and at termination?	Yes, with a timeframe and confirmation.	☐
Which other companies (subprocessors) receive our data?	A published list, including the AI model provider.	☐
2. Is it used to train anything?		
Is our content used to train or improve any model?	"No," stated in the contract, not only on the marketing page.	☐
Is "no training" the default, or a setting someone must turn on?	The default, for every user on our account.	☐
How will we be told if the terms change?	Advance written notice, and the right to leave.	☐
3. Who else's data shares that environment?		
How is our data kept separate from other customers'?	A clear description of isolation and access controls.	☐
Who at the vendor can see our data, and when?	Limited, logged access for support only.	☐
Breach history, and how fast will you notify us of one?	A specific notification period in the contract.	☐
Is a dedicated or isolated option available?	Yes, or a clear explanation of why it isn't needed.	☐
Security basics: encryption, single sign-on with multi-factor, and an independent audit (for example, SOC 2 Type II)?	Yes to all three, with a current audit report available under NDA.	☐

Part 3. Client disclosure and consent language

Opinion 512 says general boilerplate isn't enough when informed consent is required. These samples are deliberately specific: they say what tool is used, for what, what protections apply, and what the client can choose. Replace the highlighted text, and have the firm's counsel review it.

A. ENGAGEMENT LETTER CLAUSE (CLIENTS)

Use of technology, including artificial intelligence. We use technology tools to serve you efficiently. These may include artificial intelligence (AI) tools that help us organize information and prepare first drafts. Specifically:

1. **What we use.** [Name each AI tool used with client information, and what it's used for.]
2. **Protections.** [Describe them accurately, for example: our providers may not use your information to train AI models, keep it for no longer than [period], and must keep it confidential and secure.]
3. **Lawyer responsibility.** A lawyer reviews any AI-assisted work before it is relied on or sent. AI tools do not make legal judgments in your matter.
4. **Fees.** We bill only for time actually spent, and we do not charge for AI tools as separate costs [or: describe any charge].
5. **Your choice.** You may ask us not to use AI tools with your information, or ask how we use them, at any time.

B. INFORMED CONSENT FOR A SPECIFIC USE (WHEN REQUIRED)

We would like to use [tool] to [task] in your matter. This would involve [the kinds of information that would be entered]. The benefit to you is [faster turnaround, lower cost, etc.]. The risks are [how the information could be retained, accessed or disclosed, in plain terms]. We have discussed this with you, and you may say no without any effect on our representation.

☐ I consent to this use. ☐ I do not consent.

Client signature _____ Date _____

The form records the conversation; it doesn't replace it.

C. SHORT ANSWER WHEN A CLIENT ASKS

"Yes, we use [tool] to [task]. [One sentence on protections.] A lawyer reviews everything before it's used or sent. If you'd rather we not use it for your matter, just tell us."

Part 4. One-page firm AI policy (template)

Adopted by [firm] on [date]. Owner: [name]. Next review: [date, about six months out].

1. Approved tools

Only the tools below may be used for firm work. Request additions from the policy owner; each is checked against the vendor checklist first.

Tool and plan	Approved uses	Client information allowed?
[tool, plan]	[uses]	[yes / no / only with consent]
[tool, plan]	[uses]	[yes / no / only with consent]

2. Never

- Enter client or prospective-client names, identifiers, confidential facts or documents into any tool not approved for client information, including free or personal accounts.
- Send, file or rely on AI output a lawyer hasn't reviewed.

3. Verification

A lawyer reviews all AI-assisted work before use. Every citation, quotation and factual assertion is checked against the source. Court rules and standing orders on AI are followed.

4. Clients

Clients are told about AI use in the engagement letter. Informed consent is obtained, through a real conversation, before client information goes into any self-learning tool, and it's recorded in the matter. A client's request not to use AI is honored and recorded.

5. Billing

Hourly work is billed for time actually spent. Learning general-purpose tools isn't billed. Tool costs are overhead unless disclosed and agreed in advance.

6. Training

Everyone, including staff, is trained on this policy before using AI for firm work and at each review. Supervising lawyers are responsible for those they supervise.

7. Incidents

Report any client information entered into an unapproved tool, or any significant AI error, to [owner] the same day.

Name and signature · Date

Role

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