Supplier Use of Artificial Intelligence in the Delivery of Products and Services to BT

BT Data Legal, Compliance and Assurance Team

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Introduction

Informed and responsible use of AI has the potential to increase efficiency, improve decision making and foster innovation. With these benefits come potential risks, including data protection breaches, copyright issues, the protection of confidential information, ethical considerations and compliance with wider legal obligations.

This policy applies to all suppliers, contractors and sub-contractors who use AI to support their own operations or delivery of products and services to BT.

It does not apply to suppliers who supply AI tools or services to BT for use by BT.

A copy of this Policy is available on the Policies Portal on BT's Selling to BT website, which can be found here. This Policy will be updated from time to time – please visit the Policies Portal periodically for any updates. It is complemented by and must be read together with BT's policies and the generic standards all suppliers, contractors and sub-contractors are required to comply with when providing goods or services. You can find these on the Policies Portal here.

Interpretation

The words below have the following meanings:

'Al' uses the definition from the BT Responsible Al Standard, which refers to the ability of a machine to perform tasks we would normally expect to require human intelligence (such as reasoning, speech or vision) by perceiving, analysing and adapting to data about its environment.

'BT', 'we', 'our' or 'us' refer to BT Group or its subsidiaries (including controlled joint ventures).

'BT Data' means all Confidential or Personal Data relating to BT or a BT Customer provided to the Supplier and processed or handled by the Supplier on behalf BT or a BT Customer.

'Confidential Data' means any and all information, whether disclosed orally or in writing or in any other form, owned or controlled by, or relating to the business or affairs of, BT, and disclosed by BT to the Supplier in relation to the provision of products or services by the Supplier to BT.

'Generative AI' means any software, tool, solution, application, service or other which uses AI models to generate text, code, images and other content based on training data.

'Personal Data' has the meaning assigned by the UK General Data Protection Regulation as amended from time to time.

The words 'include', 'including', 'particularly' and similar do not limit something to just the examples that follow.

Any reference to specific policies, guardrails, laws or regulations refers to such documents as amended, replaced or extended.

Purpose

The objectives of this policy are to:

- Ensure that the use of AI in support of products and services delivered to BT is consistent with BT's values and standards.
- Protect the use of BT Data by suppliers in the context of AI.
- Provide the mechanisms and procedures for the monitoring, evaluation, and reporting of the use of Al by suppliers.

Requirements

BT's approach to Responsible AI

We expect Suppliers to follow BT's overall approach to the responsible use of AI, including Generative AI. Our approach to Responsible AI is based on our Code ('being trusted'), our Purpose ('we connect for good') and our Responsible Tech Principles. AI should be:

- For good Al should be used to empower people and improve their lives.
 - o Al should be used to unlock value for business and society.
 - o Al should be used to empower people.
 - Al should be built in such a way that it can be harnessed for good, its use and power can be controlled and can be monitored.
- Accountable you should take responsibility for your actions and protect individuals and organisations against the misuse of AI.
 - o You ensure an individual has overall responsibility over the Al.
 - You take steps to ensure the data underpinning AI is trustworthy and of good quality.
 - o You test your Al and document your findings.
- Fair you treat people fairly and with respect.
 - o You monitor your use of AI to ensure outcomes are fair.
 - You take steps to identify and manage bias.
 - o You understand the risk of bias and take steps to identify and mitigate it.
- Open you listen, collaborate and are transparent about your actions.
 - o You listen to your stakeholders and are transparent about how you use Al.
 - You take steps to explain how the AI you use works and what factors impact its output.
 - o You tailor your explanations to your audiences.

General Requirements

Suppliers who use AI in the provision of products or services to BT must adhere to the following:

- Suppliers must conduct an assessment of their use of AI prior to its deployment or use, and periodically
 thereafter, to identify and address the potential risks and impacts of such systems on BT, its customer
 and employees.
- Suppliers must ensure that they use AI in a manner that respects and protects the interests of BT, its customers and employees. This includes, but is not limited to, BT's, as well as its customers' and employees' rights and interests related to privacy, data protection, intellectual property, diversity and inclusion.
- Suppliers must ensure that their use of AI is transparent, explainable, and understandable, and that they provide clear and accurate information and communication to BT about their use of AI, such as its purpose, functionality, capabilities, limitations, performance, and outcomes.

- Suppliers must publish internal guidance on the use of AI and ensure that their personnel, including employees and third-party contractors, are appropriately trained in its use.
- Suppliers must ensure that they have effective and accessible mechanisms and procedures for the oversight, review, audit, feedback, complaint, redress, and remedy of their use of Al.
- Suppliers must ensure that they have adequate and appropriate measures and safeguards to prevent, detect, and respond to any unauthorised, unlawful, or malicious access, use, modification, interference, disruption, or damage of their Al software, or the data associated with it.
- Any Supplier use of AI must be in accordance with the manufacturer's acceptable use policies and all
 applicable terms and conditions.
- Any Supplier use of AI in the context of the relationship with BT must only be for the purposes for which
 they have been designed and as necessary to provide products and services to BT under the
 applicable contractual arrangements.
- Suppliers must retain records of the use of AI and AI system performance in the provision of the product or service to BT and make these available to BT as required.
- Suppliers must have appropriate insurance policies in place covering their use of Al.
- Suppliers must provide termination and exit services governing the use of BT Data in AI systems.

Training Data

Suppliers must adhere to the following requirements regarding training of the AI model and the use of training data, where applicable:

- Where Suppliers are using third party AI systems, they must provide assurances that they have secured the necessary permissions to train the relevant Large Language Model (LLM), where applicable.
- Suppliers must ensure that the confidentiality of BT Data is protected, and that ownership of the training data is established before training takes place.
- Suppliers must provide sufficient information to allow BT to make an assessment that the training data has been checked for bias, and that it is accurate and representative.
- Suppliers must provide assurances that they have obtained the necessary permissions and licenses for any data used to train the AI system.
- Suppliers must provide assurances for any personal data in the training data, including that it is being
 processed lawfully in accordance with applicable data protection legislation, including any data
 processing agreement in place between the Supplier and BT and BT's data privacy policy.

Input Data and Output Data

Suppliers must adhere to the following requirements regarding the use of input data and output data:

- Suppliers must ensure that they have internal policies and safeguards in place governing the use of any of the following as input data, and that such policies will be made available to BT on request:
 - o BT Data
 - o data subject to intellectual property rights
 - o data subject to additional protections or contractual restrictions
 - o any BT Group or third-party software content, such as code or data

- Output data content, code, software or products must never be accepted, published or shared without human validation.
- Suppliers must provide an intellectual property rights indemnity to cover BT's use of any AI output, including in relation to the use of Generative AI.

Compliance

BT reserves the right to monitor, evaluate, and audit the compliance of suppliers with this policy, and to request any information, data, or evidence from the suppliers to verify their compliance with this policy.

Suppliers must cooperate and collaborate with BT in the implementation and enforcement of this policy, and must report any incidents, issues, or concerns related to the use of AI by the suppliers, or by their subcontractors, partners, or affiliates, to BT as soon as reasonably practicable.

Suppliers must also comply with any other policies, guidelines, standards, or codes of conduct that the BT may issue or adopt in relation to the ethical and legal use of AI, as well as with any applicable laws and regulations that govern the use of AI in the relevant jurisdiction.

Review

This policy will be reviewed annually or as required.



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Offices worldwide

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