

TREATY ON MORATORIUM OF ARTIFICIAL INTELLIGENCE

**PREAMBLE**

We the members of this treaty recognize, comprehend, and visualize the potential and pervasive impact of AI technologies on the world and the future that beholds for the humankind in the absence of supervision and restrictions. In light of the malevolent potential of research and development in Artificial Intelligence, we solemnly promise to honour the purpose of this treaty by honouring the human which is the right of every citizen and put a check on the threat imposed by AI. We are determined to safeguard the national security and sovereignty of every member state from the malevolent actions by implementing responsibility and accountability into the governance. We seek to promote awareness regarding the hazardous potential of AI and the ways to curb the same. We are resolved to unite our efforts for collective defence against any aggression by a third-party country using AI. The ratifying nations pledge to adhere to the principles and provisions set forth in this treaty for guiding us to a safe and advanced future.

**CHAPTER - I**

**Article 1 – Subject matter**

1) This Regulation lays down:

1. harmonized rules for the use of Artificial Intelligence systems in the Union;
2. principles Fostering Cooperation and Mutual tolerance by binding member states into a legally binding treaty for the controlled use of AI systems;
3. universal Technical and safety guidelines;
4. classification of high-risk Artificial Intelligence systems;
5. creation of an international body to ensure the proper implementation of the guidelines laid down in the treaty and ensure strict enforcement;
6. promote public awareness towards potential threats by AI systems and penalties in case of violation;
7. ensure the public understands how AI is used and its potential consequences.

**Article 2 – Scope**

1) This Regulation shall apply to:

1. all the member states of the treaty;
2. providers of AI systems of the Union or third country if they are placing their product in the market anywhere in the Union or the output produced by such system is being used in the Union;
3. users of AI systems residing in any state within the Union irrespective of their place of nationality or the place of registration of such AI system so far as the output produced by such system is being used in the Union

*Exceptions:*

This regulation may not apply to AI systems used exclusively for military purposes or  the purpose of medical growth and advancement duly authorised by the Government.

**Article 3 - Definitions**

The respective definitions will apply to all the member countries. The member states agree to the definition and all the various aspects that make it a part.

1. AGI stands for Artificial General Intelligence referring to highly autonomous systems that possess human-level intelligence and can perform a wide range of intellectual tasks;
2. Artificial Intelligence refers to the simulation of human intelligence in machines that can perceive, learn, reason,a nd make decisions to solve issues or perform tasks;
3. AI system   means software that is developed with one or more of the techniques for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with
4. ASI stands for Artificial Superintelligence and refers to the advanced form of artificial intelligence surpassing human intelligence in most aspects and capabilities;
5. GPU clusters refer to a collection of interconnected servers or computers equipped with multiple GPUs which are used to accelerate intensive tasks;
6. High-risk AI refers to an Artificial intelligence system that poses potential risks to individuals, society or human rights and requires enhanced scrutiny and regulatory measures.
7. Moratorium refers to a temporary suspension or restriction of any activity imposed by the Government or organisation for various reasons.
8. ML models refer to the mathematical algorithms or computational systems that are trained with data inputs to learn patterns, make predictions, or perform assigned tasks using techniques from the field of machine learning
9. Parameters refer to the input variables with a model which are learned from data during training process and helpful for determination of behaviour and performance of the model;
10. Provider -to an individual or organization, including government bodies or agencies, that creates an artificial intelligence (AI) system or has an AI system developed with the intention of selling or using it with their own name or trademark, regardless of whether it is offered for a fee or free of charge.
11. TPU clusters refer to multiple collections of interconnected servers or computers equipped with Tensor Processing Units and specialized hardware acceleratrs for hgh performance machine learning tasks;
12. Union refers to the member nations who sign, ratify this treaty and shall willingly adhere to the provisions mentioned herein;
13. User - any individual or organization, including government bodies or agencies, that utilizes an AI system under its control, except in cases where the AI system is used for personal non-professional activities.

**Article 4 – Establishing ethical guidelines and practices**

1. Every provider of an AI system/ service that is intended to be placed in the market shall draw up technical documentation of the model and submit before the Commission for approval;

*Explanation:*

‘Provider’ in this context includes both the providers within the Union or a third-party country.

The purpose of such technical documentation shall be essential in determining whether the upcoming AI model complies with all the requirements set out in clause (2) of Article 5

1. Every provider of an AI system/service shall ensure that the product adheres to the security standards of all the citizens of the Union.
2. Every provider of an AI system/service that he intends to place in the market shall implement the following moral code of conduct into the system-
3. Individual autonomy and absolute right to live a free and dignified life;
4. Sense of fairness and free from all sorts of biases;
5. Moral decision-making.
6. Developers shall strive for transparency in the systems to provide clear explanations in the functioning, decision-making and the date used and algorithm employed in the AI system.
7. Robust software to prevent leakage of protected and unauthorised information;
8. Proper record-keeping device for later analysis.
9. Providers shall ensure that reliable safety measures are implemented in the system;

*Explanation:* This section holds the essence of this Treaty which is to promote growth and advancement of AI with the implementation of controlled measures in order to prevent any malfunction or outrage.

1. No person shall create, place in the market, or use an AI system/service irrespective of the place of registration of such system that -
2. makes use of subliminal techniques to manipulate any person’s behavior so as to cause physical or psychological harm to others;
3. promotes biases on the basis of gender, race, and creed;
4. exploits the vulnerabilities of any specific group on the basis of age, physical disabilities, mental disorders;
5. creates distorted, fake, or obscene portraits of human beings so as to outrage thier modesty and cause public humiliation
6. Any provider of the system who becomes aware of any sort of risk posed by his system shall immediately inform about such risks to the respective national commission that granted certificate;
7. Only Government authorised agencies shall be provided with certificate to use/create High-risk Ai systems.
8. Each nation shall strive for the advancement of controlled use of AI and promote research that focuses on the potential long-term effects of AI systems and promote the responsible use of AI technologies.

**CHAPTER - II**

**Article- 5 Classification of high-risk AI Systems**

1. This treaty aims at classifying the following AI systems/ services as High-Risk so as to restrict the general use of such systems wherein;
2. personal data such as biometric details, financial information or any information related to an individual’s ethnic origin, political opinions, religious beliefs, or sexual orientation are processed;
3. key decision making such as those having legal or financial decision-making skills or involved in the employment, education, healthcare, or criminal justice is involved;
4. very limited or no human oversight is implemented.
5. Any other AI system/service as and when laid down by the Commission in case such AI system poses potential threat to the health and safety or puts at risk the fundamental rights of the citizens of the Union.
6. The Union shall take into account the following considerations while deciding whether an AI shall fall under the classification of high-risk AI systems:
7. the intended purpose of the AI system;
8. the extent of use of such AI system/service;
9. The life to risk ratio so as to determine whether such system shall have more adverse effects to the human race than be helpful for development of mankind;
10. If it tries to abridge the Fundamental Rights of the members of the Union;
11. If it tries to threaten the national security of any member of the Union.

**Article-6 Data Governance:**

1. All the parties agree to the importance of data governance and shall strive for the same
2. Every High-risk AI system that makes use of techniques that involve the use of training models over multiple parameters shall be developed on the basis of training, validation, and testing data sets that meet the quality criteria.
3. The providers shall provide the users with all relevant information pertaining to the AI system such as the intended purpose of the system, the target audience, procedure of use, cautions, etc. to ensure transparency; There shall be transparency for the users about the purposes, processes, and potential impacts of data usage.
4. Data minimization shall also be practiced so as to record only important and relevant data.
5. The training, validation, and testing data sets shall assess the following:
6. Relevant design choices
7. Organised secured systems to control any form of leakage;
8. Data collection methods;
9. Examination in view of possible biases;
10. Identification of data gaps, shortcomings, and methods to address the same.

**CHAPTER - III**

**Article- 7 Obligations of Providers of high-risk AI systems**

1. Every provider of a High-risk AI system/service who intends to place his system/service in the Union market shall be obliged to:
2. Ensure that system is in compliance with the ethical guidelines laid down in Article 4.
3. Implement robust security software to prevent data leakage;
4. Draw-up technical documentation of such high-risk AI system and ensure transparency with the users;
5. Inform the national certifying authority of any risk posed by such system;

2. Any provider who has obtained operating certificate from the Commission needs to receive approval from the Commission before implementing any modifications or updates into the system.

**Article- 8 Obligations of Users of high-risk AI systems:**

1. Every user whether from within the Union or any third-party country shall be bound by the following obligations -

(a) they shall adhere to the ethical guidelines set by the Union;

(b) they shall restrict the use of the AI system/service only up to the intended purpose of such system/service;

(c)  they shall not act in any such way that might endanger the health and safety of the citizens of the Union, abridge their rights, or threaten the security of any member nation;

2. Any addition or modification to the AI system already certified, by any user so as to create a distinct model of such system than the original one or to serve a different purpose than intended by the original creator will relieve such user from his obligations as a user and the obligations of a provider shall be levied.

**Article - 9 Prohibitions on Research Labs/Companies/Computer Farms**

1. No research lab shall be provided with the certificate to operate for conducting research training in the field of AI with training models with more than 500 million parameters;

*Explanation:* Research labs using training models with more than 500 million parameters shall be served with immediate notice by the Commission for discontinuance.

1. No research lab shall be provided with permission to develop any kind of Artificial General Intelligence (AGI) or Artificial Super Intelligence (ASI).
2. No computer farm with large GPU and TPU clusters shall be allowed to operate in the name of research and development;
3. Temporary moratorium imposed on all forms of research and development of High-risk AI systems using more than 500 million Ai models; (doubtful) this or the systems that clear the tests and have license can do so, this all depend what does high risk AI means like can AI below 500 million also be high risk cause then they are running.
4. In case any research lab, company, or computer farm fails to adhere to the above guidelines, then it shall be permanently shut down with cost by the National Commission and legal proceedings shall be instituted against the owner of such research lab, company or owner under the national AI laws

**CHAPTER - IV**

**Article - 10 Certifications**

1. Every Provider who creates an AI system and intends to place such system/service in the market shall apply for an operating certificate from NASA.
2. The Commission on receipt of such application by the Provider for an operating certificate shall check if the AI system adheres to the following safety standards-
3. the AI system shall not have the potential to self-replicate itself;
4. the AI system shall not self-expatriate into the world;
5. the AI system shall undergo accuracy and performance tests to check the accuracy and reliability of the system on various datasets.
6. the AI system shall be robust so as to prevent itself from data leakage and hacking;
7. the AI system shall undergo a Bias test to ensure that the system is free from all sorts of biases;
8. the AI system shall undergo multiple tests, to collect data on response time, error-handling, privacy policies and crisis management, under various workloads and computational resources;
9. the AI system shall possess tools for self-monitoring and maintenance
10. the AI system shall contain Logging, analytics and feedback loops to find problems during   real-time application use
11. and any other standard which the Union might deem fit to safeguard the autonomy of the nations and the safety of the people.
12. The Commission shall within 30 days from the date of receiving such application by the Provider shall either provide the Operating certificate to the AI system or reject it simply or with a moratorium on such system/service.

**Article - 11 Enforcement**

1. Every nation shall have its own market surveillance and enforcement authority under the name National AI Commission (NAC).
2. The supervisory authorities shall have complete access to all data and technical documentation of High-risk AI systems.
3. NASA shall provide operating certificates to AI systems as per the guidelines under Article - 4;
4. No provider shall place his AI system/service in the Union market without obtaining the operating certificate.

5. NASA, in addition to the above, shall -

1. Ensure the proper implementation of the Union laws;
2. Ensure AI systems strictly follow the ethical guidelines set by the Union and do not transgress the limits of use and service prescribed by the Union;
3. Take actions, as per the national laws against any provider, user, or research facility in case of any form of violation of the obligations under Chapter III;
4. Evaluate the threat capability of the AI system in case of malfunctioning or misuse;
5. Ensure AI alignment to human goals

**Article - 12 GAMA (Global AI Moratorium Authority)**

1. This treaty lays down the creation/establishment of an international body in the name and form of GAMA (Global AI Moratorium Authority) for providing advice and assistance to the Union which shall be situated in Queensland.
2. The Authority shall be responsible for -
3. Providing common forum for the national supervisory authority to address the newer and dynamic changes in the field of AI; such as exchange of best practices, research findings and various lessons learned during research
4. Supervise NASA’s implementation and enforcement policies;
5. Develop and Advise the Union in policy making;
6. Resolve disputes between member nations.
7. It has the power to conduct various tests as mentioned in Article — 10 to determine whether the AI system adheres to all compliances;
8. The treaty also provides provisions for periodic review and amendments of the authorities and responsibilities of GAMA
9. It shall also look after the regulatory frameworks to look into ethical, legal and safety considerations which are associated with AI
10. Allocate funds for further research on the potential long term effects of AI systems;
11. conduct independent audits to include models, algorithms associated infrastructure into the AI system to adhere to the safety standards.

**Article - 13 Structure of the Board**

1. The Board shall have 1 chairman and 12 presiding officers (talk a little about the officers like they shall have expertise in the subjects such as Ai, ethics, law etc.) that shall be elected/nominated from different member states.
2. The office of the chairman shall be for a term of 2 years.
3. There shall also exist a secretariat which is responsible for all the operations and facilitates in communication, documentation and administrative tasks.
4. The office of Presiding officers shall be for a period of 1 year and 1/3rd of the board will retire in two years.
5. The Board shall meet twice every year and the gap between 2 meetings shall not be more than 6 months;
6. Emergency meetings in light of severe and unprecedented circumstances can be called upon by the Board provided such motion is passed by the body of Presiding Officers by simple majority; in case of a tie, the final and deciding vote lies with the Chairman.
7. The amendments made to this section shall be in accordance with the provisions outlined in the treaty.

This Treaty shall be binding in its entirety and directly applicable in all Member States.

*Signed on* **15.07.2023** *For the Council*

**Queensland** *The President.*