**International Covenant on the Moratorium of Large-Scale Artificial Intelligence Capabilities Research and Development**



MMXXIII

**INTERNATIONAL COVENANT**

**ON THE MORATORIUM OF LARGE-SCALE ARTIFICIAL INTELLIGENCE CAPABILITIES RESEARCH AND DEVELOPMENT**

**PREAMBLE**

THE STATES PARTIES TO THIS CONVETION,

DEEPLY CONCERNED that unregulated proliferation of advanced artificial intelligence jeopardizes the collective safety and security of persons and property, and undermines the confidence of the peoples of the world in the safe and orderly conduct of humanity for all states; and

RECOGNISING that new types of threats posed by artificial intelligence require new concerted efforts and policies of cooperation on the part of all states; and

IN PURSUIT of regulation to criminalize the use of any form of artificial general intelligence or artificial superintelligence, to establish an independent international body to oversee enforcement and to severely restrict the capacity of artificial intelligence; and

EMPHASISING the detrimental unknown consequences of unfettered development of artificial intelligence when the threshold of superior to human intelligence is naively breached; and

ENSURING that large-scale artificial intelligence capabilities research and development ceases notwithstanding in exceptional circumstances;

HAVE AGREED AS FOLLOWS:

**Article 1**

**Objectives**

The objectives of this agreement are to:

1. Shut down large GPU and TPU clusters.
2. Prohibition of training ML models or combinations of models with more than 500 million parameters and the use of quantum computers in any AI-related activities.
3. A general moratorium of large-scale AI capabilities research and development.
4. Passing of national laws criminalizing the development of any form of artificial general intelligence or artificial superintelligence.
5. Establishment of an international regulator to oversee the agreement.
6. Effective mechanisms for enforcement of the agreement.

**Article 2**

**Expiry**

The agreement will not expire until it is universally agreed amongst signatory states that it is safe and ethical to resume large-scale AI capabilities research and development.

**Article 3**

**General Definitions**

For the purposes of this Agreement, unless the context otherwise requires:

1. **AI** means artificial intelligence;
2. **Agreement** means the *International Covenant on the Moratorium of Large-Scale Artificial Intelligence Capabilities Research and Development;*
3. **Computer farm** means the large general graphics processing unit (GPU) or tensor processing unit (TPU) clusters architecturally installed and linked together through a coordinating server used for powerful AI processing;
4. **Party** means a member state to the agreement;
5. **Regulator** refers to the Artificial Intelligence Regulator as established in Article 4.

**Article 4**

**Establishment of Regulator**

1. An international regulatory body shall be established called the ‘Artificial Intelligence Regulator’ (AIR).
2. This body shall be tasked with the oversight of the provisions contained within this agreement and any additional tasks so decided by the majority amongst the parties or the regulator itself.

**Article 5**

**Tasks of the Regulator**

The regulatory body shall be tasked with:

* 1. Coordination of onsite inspections from other parties
  2. Coordination of information exchanges
  3. Documentation of information
  4. Annual compliance report
  5. Literature ethics report

**Article 6**

**Coordination of Onsite Inspections**

Each state shall allow the regulator access to information regarding the development of AI, industry and any other related area decided by the regulator by majority upon the request of the regulator. This shall include physical access to offices where development occurs and any computer farm.

**Article 7**

**Coordination of Information Exchanges**

1. The regulator shall coordinate the exchange of all current AI development and any future research carried out by parties to this agreement.
2. Any future research shall be done by the unanimous consent of all parties through a research proposal submitted to the governing board.
3. The process of the coordination of information exchanges shall be established by the Governing Board and be implemented by the standing group on Data Sharing and Research.

**Article 8**

**Documentation of Information**

The regulatory body shall keep records of all parties and their activities in respect to the functioning of the regulator and related matters necessary to the operation of this agreement.

**Article 9**

**Compliance Report**

Each State shall submit a report to the regulator for publishment every half year. The report contents shall be decided by the regulator but must include the compliance of the parties to the agreement.

**Article 10**

**Literature Ethics Report**

The regulator shall coordinate and produce a twice annual literature ethics report upon matters relating to AI development, ethical implications, recommendations, and any matters necessary as decided by the standing group on ethical review. Parties are required to engage both private and public sector interests in their respective jurisdictions.

**Article 11**

**Organs of the Regulator**

1. The Regulator shall have the following organs:
2. Governing Board
3. Standing Groups upon:
   1. Long-Term Co-operation
   2. Data Sharing and Research
   3. Ethical Review
   4. Recommended Criminalisation Procedures
4. The Governing Board may, by majority vote, establish any other organ necessary for the implementation of the agreement.
5. Each organ shall have a secretariat to assist that organ and shall elect any other positions necessary by the individual organs to function.

**Article 12**

**Governing Board Composure and Procedure**

1. The Governing Board shall be composed of at least one representative or minister or their delegates from each signatory party.
2. The Governing Board, acting by majority, shall adopt its own rules of procedure and decide those of any other standing groups as required.
3. The governing board shall by majority elect its chairman and vice-chairman, who will both serve non-consecutive terms amounting to 2 years.

**Article 13**

**Governing Board Function**

1. The Governing Board shall adopt decisions and make recommendations which are necessary for the proper functioning of the agreement.
2. The Governing Board shall periodically review and take appropriate action concerning developments with AI systems or the mattes contained within this agreement.
3. The governing board, by majority vote, may delegate any of its functions to any other organ of the regulator.

**Article 14**

**Standing Group upon Long-Term Co-operation between Parties**

A standing group upon the long-term cooperation of parties shall be established to facilitate the objects of this agreement. This standing group shall be tasked with the facilitation of cooperation and friendly relations between signatory parties. This standing group shall first receive notice and decide upon disputes between parties.

**Article 15**

**Standing Group upon Data Sharing and Research**

A standing group upon data sharing and research shall be established to facilitate the objects of this agreement. This standing group shall be tasked with the facilitation and organization of data sharing between parties. This standing group shall be concerned with the storing of past and any authorized future research conducted in relation to AI.

**Article 16**

**Standing Group upon Ethical Review**

A standing group upon ethical review shall be established to facilitate the objects of this agreement. This standing group shall be concerned with the research, collation, and publishment of an annual literature ethics report as above. This standing group shall decide upon all matters concerned with the ethical review.

**Article 17**

**Standing Group upon Recommended Criminalisation Procedures**

A standing group upon recommended criminalisation procedures shall be established to facilitate the objects of this agreement. This standing group shall be concerned with the research, review and implementation progress of criminalising laws that support the objects of this agreement. This standing group shall assist member states on request upon how to best implement and monitor necessary procedures and relevant law to affect the objects of this agreement.

**Article 18**

**GPU and TPU Moratorium**

Each party to this agreement shall take all necessary steps to ensure the shutdown of all large-scale GPU and TPU clusters. The regulator will establish the process in which this is completed by majority vote and progress shall be reported to the regulator.

**Article 19**

**Prohibition of Training ML Models and Quantum Computers for AI**

1. Each party to this agreement shall take all necessary steps reduce training ML models (or combinations of models) to no more than 500 million parameters.
2. Each party shall prohibit the use of training ML models above 500 million parameters and the use of quantum computers in any AI-related activities.

**Article 20**

**Moratorium upon AI Capabilities**

1. Each party to this agreement shall implement a general moratorium of large-scale AI capabilities research and development in their respective jurisdiction.
2. Research shall not continue unless expressly agreed upon unanimously by the member states and subject to any other article within this agreement.

**Article 21**

**Criminalization within Individual Jurisdictions**

Each party to the agreement shall endeavor to criminalize the development of large-scale AI capabilities research and development with harsh penalties being imposed. Recommendations for the process of criminalization shall be provided by the regulator.

**Article 22**

**Establishment of National Regulatory Bodies**

Each party to the agreement shall establish national agencies to administer, audit and implement the objects of this agreement and any recommendations made by the regulator. The national bodies shall report their activities and any other necessary information as requested to the regulator.

**Article 23**

**Norms of Behavior**

1. Each party to this agreement shall endeavor to behave in a responsible manner to the regulator and each other party to this agreement.
2. Each party shall comply with the articles contained herein and any regulation as established by the regulator.
3. Each party will respond to the regulator in a timely manner and take all steps to ensure transparency with other parties.
4. Each party shall endeavor to responsibly act in accordance with this agreement and in the spirit of cooperation and furtherment of mutual goals in respect to large scale AI development and research capabilities.
5. Each party, at the request of the regulator, shall report progress upon their obligations and implementation on the objects of this agreement.
6. Each party shall take all necessary legal, administrative, and other reasonable measures to ensure the effective implementation and enforcement of the provisions of this agreement within its jurisdiction.

**Article 24**

**Relations to Non-Participating Parties**

To implement the objectives of the agreement the regulator, in consultation with signatory parties, may establish any appropriate relations with non-participating states, international organizations, other entities or individuals.

**Article 25**

**Implementation**

Each party shall take all necessary measures, including any necessary legislative measures, to implement this agreement and any decisions recommended by the Governing Board.

**Article 26**

**Date of Enforcement**

Each party shall notify each other party and the regulator in writing upon completion of its internal requirements necessary for entry into force of this agreement. This agreement shall enter into force on 31st December 2023 for any party that has made such notifications.

**SIGNED** at Canberra, Australian Capital Territory, Australia, this 15th day of July, two thousand and twenty three, in three copies in the English language.