**DRAFT TREATY FOR THE MORATORIUM OF LARGE-SCALE ARTIFICIAL INTELLIGENCE RESEARCH & DEVELOPMENT 2023**

**PREAMBLE**

*The States signatory to this present Treaty, hereinafter referred to as “parties to the Treaty”,*

Taking into account the principles embodied in several international instruments and United Nations conventions promoting ethics, safety, and responsible development of technological research and innovation,

Realizing that the development of unprecedented large-scale Artificial Intelligence technologies poses potential risks to the safety of humanity,

Convinced that lack of a regulatory framework for large-scale Artificial Intelligence poses the danger of human knowledge extinction and threatens the general existence of humanity,

Convinced that it has become necessary for a general moratorium to be drawn up against large-scale research and development on Artificial Intelligence, pending the universal agreement and acceptance that it is safe and ethical to proceed,

Realizing the urgent need for the establishment and empowerment an international body to oversee the effective enforcement of this moratorium and other provisions of this treaty,

Affirming that it has become important to consider humanity’s best interest in light of the research and development of Artificial Intelligence technologies, and the use of quantum computers in such research work,

Considering that, in order to enhance humanity’s well-being, all necessary safety measures must be taken to ensure the ethical and responsible development of Artificial Intelligence research and development globally,

Urging the cooperation of all states in the attainment of this objective,

*Have Agreed on the Following:*

**PART I: PRELIMINARY MATTERS**

*Article 1- Scope*

1. This treaty applies to all forms of activities related to and involving the research, development, acquisition, transfer, operation, and application of Artificial Intelligence technologies (hereinafter referred to as “AI”).
2. The provisions of this treaty shall apply to all individuals, establishments, public enterprises, facilities, and bodies involved in AI-related activities.
3. This treaty is universal in its application, on the understanding that regional, sub-regional, or bilateral agreements with strict regulations on AI research and development are permitted, provided that they do not undermine the objectives and provisions of this treaty regarding further development of AI.
4. This treaty is retroactive in nature and shall apply to AI technologies developed prior to its entry into force. Such AI technologies shall be subject to the provisions of this treaty in the aspect of further development, upgrade, acquisition, and transfer.
5. Each State that is signatory to this treaty shall take necessary measures to ensure compliance with its provisions within its territory and other domains of control.

*Article 2 - Definitions*

1. In the context of this treaty, the following definitions apply:
2. **“Artificial Intelligence (AI)”** includes any digital system, computer program or computer-controlled robot that performs a specific task requiring human intelligence more efficiently;
3. **“Artificial General Intelligence (AGI)”** includes any machine that has the ability to understand and learn any intellectual task that a human being can;
4. **“Artificial Super Intelligence (ASI)”** includes any software-based with intellect that surpasses human cognitive abilities;
5. **“GPU Cluster”** means a group of connected graphics processing units (GPU) that work together to speed up complex AI tasks like training neural links that helps in the development of better AI algorithms and models;
6. **“Quantum Computer”** means a powerful computing system that leverages quantum mechanics to perform computations, offering the potential to accelerate AI algorithms and solve complex problems beyond the capabilities of classical computers;
7. **“Reasonable Timeframe”** means a duration not exceeding twelve calendar months.
8. **“TCU Cluster”** means a device utilized in the automotive industry that integrates telecommunications and information processing capabilities to collect and process vehicle data, enabling AI applications and advanced automotive features.

*Article 3 – Principles*

1. The parties to the treaty agree to the following principles regarding the development and deployment of AI technologies:

*Safety*

* 1. The development and deployment of AI systems should be done with consideration to safety, in order to prevent posing harm, malicious use, vulnerabilities, and risks against humans.

*Ethics*

* 1. The development and deployment of AI systems should be done in accordance with general ethical principles, human rights and values.

*Regulatory Compliance*

* 1. The development and deployment of AI systems should stringently adhere to extant international regulations and legal frameworks related to intellectual property rights, privacy, and other relevant data protection regulations.

*Continuous Evaluation*

* 1. Feedback loops shall be created to monitor the impact and ethical implications of AI technologies for the purpose of their continuous improvement and adaptation to evolving societal values.

**PART II: MORATORIUM ON AI RESEARCH AND DEVELOPMENT**

*Article 4 – Establishment of Moratorium*

*Establishment*

1. A moratorium is hereby established for the purpose of ensuring responsible, safe, and ethical research and development of AI technologies worldwide.

*Duration*

1. The moratorium shall be in effect indefinitely, until it is universally declared that it is safe to continue with further research and development of AI technologies.

*Scope*

1. This moratorium shall apply to the following activities:
   1. The creation, programming, and development of new AI systems, including the hardware and software components, within the duration of this moratorium.
   2. The evaluation of existing AI algorithms or models for the purpose of upgrading their systems.
   3. The operation of large computer clusters for the purpose of AI research.
   4. The deployment or operative use of large-scale AI technologies for both commercial and non-commercial purposes.

*International Teamwork*

1. Subject to the provisions of Articles 7(3) of this treaty, parties shall collaborate to enhance and ensure the effective implementation of this moratorium in the following regards:
2. Sharing information and experiences on AI research and development restrictions.
3. Monitoring and reporting activities related to AI research and development.

*Article 5 – Prohibited Activities*

*Development of AI Systems*

1. Parties shall prohibit the conduct or continuance of the conduct of AI research and development of any kind, including the following;
2. All forms of autonomous decision-making AI weapons for military or defense purposes.
3. All forms of generative and cognitive computing AI systems that simulate human abilities of perception, learning, reasoning, and problem-solving.
4. All forms of robotics that perform physical tasks either autonomously or with only minimal human assistance.
5. All forms of virtual assistants that interact with users through voice or text interfaces.

*Operation of Computer Clusters*

1. Parties shall prohibit the use and operation of the following High-Performance Computing clusters for the purpose of AI research:
2. GPU and TPU clusters.
3. Quantum computers.
4. Such other computing clusters or related models that possess excess processing capabilities beyond the specified threshold of 500 million parameters, posing potential risks to the security, privacy, or ethical concerns associated with AI applications.

*Testing of AI Systems*

1. Parties to the treaty shall prohibit the trial, testing, and evaluation of all AI systems mentioned in section 1 of this article, whether within controlled environments or the real world, except for the purpose stated in Article 6(a) of this moratorium.

*Commercialization*

1. Parties to the treaty shall prohibit the operation and use of all AI systems mentioned in section 1 of this article, for commercial purposes of any scale.

*Transfer*

1. Parties to the treaty shall prohibit the transfer, transmission, or assignment of AI systems mentioned in section 1 of this article or their enabling technologies, to non-compliant entities, for whatsoever purpose.

*Support and Assistance*

1. Parties shall prohibit the provision of any form of support or assistance to individuals, organisations, or state entities, who intend or are likely to indulge in any of the prohibited activities outlined under this article, be it technical assistance, finance, or material support.

*Article 6 – Exempted activities and Exceptions*

*Exemptions*

1. Without prejudice to the provisions of Article 5 of this treaty, the following shall be considered as exemptions:
2. State authorized development and testing of AI models for the purpose of ascertaining their safety to humanity and adherence to ethical guidelines.
3. Application and deployment of existing AI systems that are indispensable and necessary for national security purposes, subject to state approval, strict supervision, transparency, and accountability measures.

*Exclusions*

1. The prohibitions outlined in Article 5 of this treaty shall not apply to the following:
2. The use of AI systems developed and used in accordance with international agreements, treatises, or obligations that override the provisions of this treaty.
3. The use of AI systems that were developed prior to the entry in force of this treaty, provided they are not further modified or upgraded.
4. In order to minimize socio-economic risks, operation of some AI systems and technologies may be excluded if a party establishes a transition period not exceeding 6 months to permit a gradual and controlled compliance with the moratorium.

**PART III: ENFORCEMENT AND SUPERVISORY BODY**

*Article 7 – Establishment of the AIRDRO*

*Establishment*

1. The Artificial Intelligence Research and Development Regulation Organization (hereinafter referred to as “the AIRDRO”) is hereby established to ensure the implementation and supervision of the objectives of this treaty.

*Composition*

1. The AIRDRO shall be composed by representatives from parties to the treaty who shall operate independently as the General Council. A maximum of three representatives including the minister of science and technology (or its equivalent) shall be appointed into the General Council by each party subject to the size of the state and economic capacity. The General Council shall meet twice a year, except where an emergency demands otherwise.

*Structure of the AIRDRO*

1. For the purpose of carrying out its functions, the AIRDRO shall consist of the following components:
2. The secretariat.
3. The Compliance and Monitoring Committee.
4. The Investigation and Enforcement Committee.

*Status*

1. The AIRDRO shall be accorded a legal personality by each of its members and all representatives of its members shall be granted such privileges and immunity as it is necessary to exercise its functions.

*Article 8 – The Secretariat*

*Role & Purpose*

1. The secretariat shall oversee the administrative operations and logistical support of the AIRDRO and shall be headed by a Director.

Appointment of Director

1. A simple majority vote of the General Council shall appoint the Executive Director for a term of two years, which may be renewed after it elapses.

Members of Staff

1. The Executive Director shall oversee the day-to-day administration and operation of the AIRDRO, including the appointment of staff members and their duties.

*Formulation of Regulations*

1. The secretariat shall formulate regulations of the AIRDRO for the effective discharge of its functions.

Meetings

1. The Secretariat shall oversee the organisation of all General Council meetings.

*Article 9 – Compliance and Monitoring Committee*

*Membership*

1. Members of the Compliance and Monitoring Committee shall be appointed the General Council on recommendation of each party to the treaty. The number of members from every state shall be determined by the General Assembly in consideration of the capacity of the state.

*Role & Purpose*

1. The Compliance and Monitoring Committee shall monitor and ensure the implementation of the moratorium and provide reports to the General Council on the progress of parties to this treaty.

*Article 10 – Investigation and Enforcement Committee*

*Membership*

1. Members of the Investigation and Enforcement Committee shall be appointed by the Executive Director on the approval of the General Council.

*Role & Purpose*

1. The Investigation and Enforcement Committee shall be responsible for investigating reported violations, gathering evidence on parties to the treaty, and recommending appropriate enforcement actions to the General Council.

*Article 11 – Powers and Functions of the AIRDRO*

*Powers*

1. For the purpose of overseeing the provisions of this treaty, the AIRDRO shall possess the following powers:
2. To monitor the compliance of parties to the provisions of this treaty.
3. To investigate reports of violations by parties to the treaty.
4. To adopt rules, procedures, and guidelines necessary for the effective discharge of its functions.

*Functions*

1. The functions of the AIRDRO shall include, but not be limited to:
2. Conducting regular assessments and evaluations to ensure adherence to the provisions of the treaty.
3. Preparing periodical documentation of progress, emerging issues, challenges, and achievements in the implementation of the treaty.
4. Facilitating the resolution of disputes related to the implementation and enforcement of the treaty.
5. Notifying other parties of the amendment proposals and withdrawal of any party to the treaty.
6. Overseeing the accession of new states or re-entry of former original parties to the treaty.

*Article 12 – Dispute Resolution*

*Peaceful Resolution*

1. Any dispute that arises in the course of implementing this treaty shall be resolved through peaceful means.

*Consultation*

1. Parties shall first of all seek to resolve disputes in good faith through diplomatic negotiations and consultations.

*Alternative Dispute Resolution*

1. In the event where the diplomatic means in Article 12 (2) of this treaty to resolve disputes, parties may mutually explore mediation, conciliation, or other forms of alternative dispute resolution.

*International Tribunal*

1. Parties may submit disputes to an international tribunal or arbitration if disputes persists after exploring the provisions of Article12 (2) (3) of this treaty.

*Compliance with Resolutions*

1. Parties shall act in good faith and comply with resolutions or awards given in the dispute resolution process.

*Assistance from AIRDRO*

1. Parties may seek assistance from AIRDRO as established in Article 11(2) (c) of this treaty, for the resolution of disputes related to treaty implementation and enforcement.

**PART IV: NATIONAL ENFORCEMENT AND REVIEW**

*Article 13 – National Implementation*

*Domestication*

1. Parties shall endeavour to incorporate the provisions of this treaty into their respective legal frameworks within a reasonable timeframe.

*Implementation Measures*

1. To ensure the effective implementation of this treaty's provisions, Parties shall develop appropriate legal and institutional frameworks. Such actions may comprise, but are not restricted to:
   * 1. Enactment of laws and establishment of regulations that meets the purpose and requirements of this treaty;
     2. Criminalization of the development and upgrade of any form of AGI or ASI within the duration of the moratorium;
     3. Establishment of administrative structures and regulatory mechanisms to enforce and ensure compliance at the national level;
     4. Creation of public awareness and capacity-building initiatives related to the responsible development and use of AI technologies;
     5. Encouragement of cooperation and collaboration among relevant government agencies, research institutes, and other stakeholders in the implementation process.

*Periodic Review*

1. Parties shall review and evaluate the effectiveness of their national implementation measures periodically, for the purpose of making improvements and sharing best practices with other states.

*Article 14 – Review and Amendment*

*Review Mechanism*

1. Periodic reviews shall be carried out at intervals as agreed upon by the General Council, for the purpose of assessing the effectiveness of this treaty in meeting its objectives.

*Amendment Proposals*

1. Subject to the provisions of Article 13(3), parties to the treaty may propose amendments and modifications to the treaty necessary to address evolving technological, ethical and legal considerations.

*Communication of*

*Amendments*

1. Parties shall forward amendment proposals to the depository, who shall notify all other participating states of such proposed changes.

*Adoption of Amendments*

1. Amendments to this treaty shall be adopted through a consensus of the General Council, and shall enter into force in accordance once adopted.

*Effect of Amendments*

1. Unless otherwise agreed, this agreement may be amended without affecting the rights and duties that parties have already acquired.

**PART V: FINAL MATTERS**

*Article 15 – Signature and Ratification*

*Signature*

1. Parties may sign this treaty to indicate their intention to be bound by its provisions.

*Ratification*

1. Ratification of this treaty indicates a formal acceptance of its terms and provisions by a party. Such ratification shall be deemed valid only after:
2. Signing this treaty.
3. Reviewing and approving the provisions of this treaty by the legislative body of the party or its equivalent.
4. Notification of such approval accompanied by the instrument of the ratification or its equivalent to the Depository.

*Deposition of Ratification*

1. Each party shall deposit its instrument of ratification or its equivalent with the Depository established under Article 19 (1) of this treaty, to signify the party’s consent to be bound by its provisions.

Signature and Ratification

Date

1. This treaty shall be open for ratification at a date to be at a date to be adopted by parties to the treaty.

*Article 16 – Accession*

*Accession Application*

1. Any state that seeks to be party to this treaty after its entry into force of this treaty shall duly observe the following procedure:
2. Submission of a written expression of intent to accede to the Depository.
3. The Depository’s notification of all existing parties about the intention of the state to accede.
4. The review of request for accession by all existing parties to the treaty.
5. The acceptance of the accession.
6. Upon acceptance, the state becomes a party to the treaty with entitlement to all rights and obligations.

*Article 17 – Entry into Force*

*Condition*

1. This treaty shall enter into force upon the receipt of a minimum of fifty ratifications by the Depositary within a period of twelve months from the opening date for signature. Any acceptance after the entry to force of this treaty shall only become effect after twenty one days of such acceptance.

*Alternative Condition*

1. In the event where the required number of ratifications is not reached within the stipulated timeframe as provided in Article 17(1), the treaty shall enter into force through a consensus agreement of two-third of parties to this treaty.

*Notification*

1. The Depository shall communicate the entry into force of this treaty to all parties.

*Article 18 – Withdrawal*

*Right to Withdraw*

1. Any party may withdraw from this treaty by a written notice of withdrawal to the Depository.

Withdrawal Notice

1. The intended withdrawal date shall be specified in the notification of withdrawal from this Treaty and shall not be later than six months following the date of the notice.

Communication of Notice

1. Upon receipt of a notice of withdrawal, the depository shall readily notify all other parties to this treaty about the withdrawal notice and the intended date of such a withdrawal.

Duties Pending Withdrawal

1. Without prejudice to the provision of Article 18(1) of this treaty, the withdrawing state is remain duty-bound to all obligations stated in this treaty until such a withdrawal is fully effective.

Termination

1. Upon withdrawal, the party or parties shall forfeit every rights and duties they had under this Agreement, with the exception of the ones earned prior to the withdrawal.

*Impact on Other Parties*

1. The withdrawal of a party to this treaty shall not affect the rights and obligations of other parties signatory to it..

*Continuing Cooperation*

1. In line with Article 18(4) of this treaty, a withdrawing party shall continue to cooperate in good faith and any pending commitments arising from its participation in this treaty prior to the effective date of withdrawal.

*Re-entry Option*

1. Any party that withdraws from this treaty may request re-entry by following the procedures in Article 16(1) of this treaty.

*Article 19 – Depository and Languages*

*Depository*

1. The AIRDRO shall be serve as the Depository for this treaty. The AIRDRO shall be responsible for the custody, maintenance, and dissemination of this treaty.

*Custody and Management*

1. The Depository shall be the custodian of the original treaty text and the official record of all notifications, communications, and documents related to the treaty.

Official Languages

1. The official languages of this treaty shall be:
2. English, French, Arabic, Arabic, Portuguese, Mandarin, German, Italian, Russian, and Japanese.
3. With the approval of the Depository, parties to the convention may provide translations for the purpose of reference in languages other than those listed in Article 19(2)(a) of this treaty.

*Multilingual Treaty Texts*

1. Upon formal adoption of treaty, the Depository shall ensure that the treaty is made available in all official languages timely. Parties to the treaty may request and provide translations in other languages to promote accessibility and facilitate understanding.

*Language of Communication*

1. The official languages outlined in Article 19(3) of this treaty shall be used for communication between the Depository and parties, including all official notifications, correspondences, and reports related to this treaty.