**Artificial Intelligence Non-Proliferation Treaty**

The Contracting Parties concluding this Treaty, hereinafter individually and collectively referred to as Party and Parties,

Acknowledging that Artificial Intelligence and related or incidental technology are proliferating exponentially and to a great extent may surpass human intelligence;

Considering the desolation that may be visited upon all of mankind and humanity due to the rapid advancement and proliferation of Artificial Intelligence and related or incidental technology and the consequent effort required to avert this catastrophe and take measures for the safety of mankind and humanity;

Concerned and believing that the proliferation of Artificial Intelligence and related or incidental technology to an extent exceeding the threshold of human-competitive intelligence may cause the infringement of fundamental human rights and liberties of safety, privacy and security and the imminent extinction of humanity leading to an emergence of mankind and humanity void of human values and sentience;

Affirming the need to cooperate in facilitating a general and comprehensive moratorium on the proliferation of large-scale Artificial Intelligence and related or incidental technology;

Expressing their support for research and development for the purposes of accountable, sustainable and predictable development, proliferation, deployment, and utilisation of Artificial Intelligence and related or incidental technology;

Recognising the principle that Artificial Intelligence and related or incidental technology must be deployed and utilised for the dispensation of public welfare and well-being of all individuals and account for fundamental freedoms and liberties of mankind;

Determined that, in furtherance of this principle, all Parties to this Treaty shall contribute and participate, whether individually or in cooperation, to the fullest possible exchange of discourse and scientific knowledge of research and development to develop accountable, sustainable, and, predictable Artificial Intelligence technologies for peaceful use;

Urging international cooperation and collaboration to fulfil and realise the principle recognised and address the threats of proliferation and rapid advancement of Artificial Intelligence and related or incidental technology;

Desiring the intention to establish an international authority to oversee the compliance and enforcement of the treaty to achieve at the earliest possible, a cessation of the moratorium on the advancement of Artificial Intelligence and related or incidental technology;

Convinced that complete and effective prohibition of the development, production, acquisition, stockpiling, retention, transfer and use of Artificial Intelligence and related or incidental technology, represents a necessary step towards the achievement of objectives and principles recognised;

Have agreed as follows:

Article I

Definitions and Criteria

1. “Artificial Intelligence” shall mean and include computer systems, machines, technologies, or software that demonstrates the ability to perceive, including but not limited to, infer, synthesise, learn, decide, solve, reason and simulate or mimic human-competitive intelligence or superhuman intelligence.
2. “Artificial Intelligence system” shall mean and include any permutation or combination of algorithms, software or hardware that enables the functioning of Artificial Intelligence, Graphic Processing Unit and Tensor Processing Unit.
3. “Human-competitive intelligence” shall mean and include the ability to comprehend, perceive, process, rationalise, reason, infer, and decide as a person skilled in the art or science that the information relates to and can comprehend all technical matters associated with the information.
4. “Graphic Processing Unit” shall mean and include any computer systems, machines, technologies, or software that are able to accelerate Artificial Intelligence computation and may process multiple information parallelly and may assist in deep learning or machine learning.
5. “Tensor Processing Unit” shall mean and include any computer systems, machines, technologies, or software that may be capable of optimizing and accelerating deep learning or machine learning, including but not limited to computing, processing and operating fundamental abilities of Artificial Intelligence, computation of tensors in large-scale and neural network training.
6. “Machine Learning” refers to the development and deployment of algorithms, software, technology or models that allow computer systems, machines, or technologies to learn from and predict future results based on the information provided without being programmed or modelled for each specific task or nature of the information by way of statistics, computational models, patterns obtained from information or data provided.

Article II

Moratorium

1. Each Party undertakes not to develop or deploy, directly or indirectly, and, not in any way, aid, assist, encourage or induce the acquiring, controlling, development, deployment or manufacture of Artificial Intelligence, large-scale Graphic Processing Units, Tensor Processing Units, and Machine Learning models with more than five hundred million parameters during the operation of the Treaty.
2. Each Party to this Treaty undertakes to not provide or assist or enable in procuring, developing, deploying, use, production or manufacturing equipment or materials or resources for the development and deployment of Artificial Intelligence systems and related or incidental technology, large-scale Graphic Processing Units, Tensor Processing Units, and Machine Learning models with more than five hundred million parameters, either directly or indirectly, in any form whatsoever to any other Party or its own nationals or nationals of any other Party subject to this Treaty.
3. Each Party undertakes to provide complete disclosure of all locations, terminus, and sites, of all Artificial Intelligence systems, operated and controlled individually or with any other Party or State, or operated and controlled by a person or persons within its territory to the Assembly and the Authority.
4. Each Party undertakes to permit random monitoring, surveillance and review of its disclosed Artificial Intelligence systems by the Assembly or the Authority as well as implement recommendations set out by the Assembly and the Authority.
5. This Treaty shall be implemented in a manner to avoid hampering the economic and technological development of the Parties or international cooperation, research, and development in the field of Artificial Intelligence systems and related or incidental technology for peaceful purposes in accordance with the provisions and the Preamble of the Treaty.

Article III

Enforcement and Compliance

1. Each Party undertakes to and shall have the right to verify by way of observation, the functioning of Artificial Intelligence systems operated or controlled in Party territories, provided that such verification or observation does not interfere in the sovereign activities of the other Parties to ensure compliance with the Treaty (Exercising Party).
2. Following the observation, if the Exercising Party persists to have reasonable doubts about the fulfilment of the obligations under the Treaty, the Party exercising the right to verify and the Party that is responsible for activities giving rise to such reasonable doubt shall hold consultations and reach an agreeable solution. If the reasonable doubt of nonfulfillment of obligations still continues, the Exercising Party shall notify other Parties, the Assembly and the Authority of the nonfulfillment, and the Party concerned shall cooperate with any proceedings, verification, inspection, surveillance of objects, structures or installations giving rise to such reasonable doubt by the Assembly or the Authority. The Exercising Party shall not participate in any proceedings of further verification of the concerned Party. The Assembly and the Authority shall supply each Party with the report of the proceedings of further verification after completion.
3. If the consultation of further verification under this Article have not removed the doubts regarding the activities of the concerned Party, and there remains a serious question of nonfulfillment of the obligations under this Treaty, the Exercising Party shall notify the Board or the Authority, or the Board or the Authority may take *suo moto* cognizance and take appropriate actions accordance with the Treaty and the Charter of the United Nations.
4. Each Party shall have the right to notify other Parties, the Assembly, and the Authority about Artificial Intelligence systems and any other related objects, structures or installations in the territory of States not member of the Authority that may cause, either directly or indirectly, infringement of fundamental human rights, liberties, and safety, imminent threat to privacy or security of mankind and humanity. The Authority or the Assembly, as the case may be, may also take *suo moto* cognizance of the activities of the concerned State. The Assembly or the Authority on receipt of such notice, either by a Party or *suo moto* shall notify the concerned State about the activities and request cooperation to cooperate with verification procedures as agreed upon by the Assembly or the Authority and the concerned State. If a reasonable doubt regarding the activities of the concerned State still persists, the Assembly or the Authority may take any action in accordance with the Treaty and the Charter of the United Nations.
5. Verification and consultation conducted pursuant to this Article by an inquiring State shall be undertaken by the Party using its own means and resources, or with partial or full assistance of any other Party.
6. Verification, consultation, or further verification shall not, in any way, either directly or indirectly, interfere or compromise the territorial integrity or sovereign activities of the Party and shall be conducted with due regard for rights recognized under international law.

Article IV

National Implementation and Incorporation

1. Each Party undertakes to, in accordance with its constitutional process, adopt adequate measures and implement appropriate penal legislations, orders, executive orders, rules, regulations or any other law within a period of 180 days from entering into the Treaty to comply with the obligations under the Treaty. Each Party shall, in particular:
2. Prohibit natural and legal persons within its territory or any other place under its jurisdiction as recognised by international law from aiding, assisting, developing, deployment, procuring, inducing, manufacturing or controlling, either directly or indirectly, in any form whatsoever, Artificial Intelligence systems and related or incidental technology, large-scale Graphic Processing Units, Tensor Processing Units, and Machine Learning models with more than five hundred million parameters;
3. Not permit, in any place under its control, either directly or indirectly, any activity prohibited under the Treaty; and
4. Extend its penal legislation under subparagraph (a) to activities undertaken by any natural or legal person, possessing its nationality, but carried out anywhere, in conformity with international law.
5. Nothing in this provision shall be interpreted to hinder or hamper economic or technological advancement and development of the Party or international cooperation in the field of Artificial Intelligence, including the exchange of information on the development of Artificial Intelligence systems and related or incidental technology for peaceable, responsible and sustainable use of Artificial Intelligence in accordance with the principles set forth in the Preamble and Provisions of the Treaty.

**International Artificial Intelligence Regulatory Authority**

Article V

Establishment of the Authority

1. There is hereby established by the Treaty, International Artificial Intelligence Regulatory Authority (the “Authority”) which shall function in accordance with the provisions of this Part of the Treaty.
2. All Parties to this Treaty are *ipso facto* members of this Authority.
3. States that are not Parties to this Treaty may participate in the Authority limited to the extent of an observer.
4. The seat of the Authority shall be at **[XXX].** The Authority may be seated elsewhere at it seems desirable or expedient in exercising the functions as intended in the Treaty.
5. The Authority shall not be restricted from establishing regional centres or offices as it deems appropriate to carry out its functions and duties in accordance with the Treaty. Each regional centre or office established shall be deemed to be the Authority.

Article VI

Nature of the Authority

1. The Authority shall have an international legal personality. The Authority shall also possess the legal capacity as may be necessary to fulfil its functions and duties intended by the Treaty.
2. The Authority shall exercise its functions and powers in accordance with the Treaty, to fulfil the intended purpose, on any Party, or on the territory of any Party, and, under special circumstances, by approval of the majority of the Parties, on any other State not Party to this Treaty.
3. The Authority shall administer and exercise its duties and functions, as provided in the Treaty, based upon the principle of sovereign equality and any such principle envisioned in the Treaty.
4. The powers, functions, duties and obligations of the Authority shall be limited to those provided and expressly conferred upon it by the Treaty. The Authority shall also possess and exercise any incidental powers, consistent with the Treaty, as may be implicit in or necessary for the exercise of the powers, functions, duties and obligations provided by the Treaty.
5. The members of the Authority shall fulfil the intendment of the Treaty in good faith in accordance with the principles established in the Treaty and ensure every member its rights and benefits without prejudice.
6. Any activity in connection to Artificial Intelligence and related or incidental technology carried out, either directly or indirectly, by any natural or legal person of any State, that affects or compromises any Party, shall be said to have been carried out by the State to which said persons are the nationals of and shall be considered as affecting or compromising all Parties to this Treaty.

Article VII

Composition of the Authority

1. The Authority, hereby established by the Treaty, shall be composed of its principal organs, hereby established by the Treaty, an Assembly, and an International Artificial Intelligence Regulatory Board (the “Board”).
2. The principal organs hereby established shall carry out the functions in accordance with the Treaty.
3. Such subsidiary organs and authorities may be established by any of the principal organs established as may be deemed necessary or expedient to carry out the functions in accordance with the Treaty. The principal organ establishing subsidiary organs shall govern and regulate the functioning of the subsidiary organ and shall prescribe the limitations to the powers and duties of such subsidiary organ.

Article VIII

Composition of the Assembly

1. The Assembly shall be constituted by the members of the Authority. Each member may appoint a maximum of two representatives who may be accompanied by a panel of advisors.
2. The Assembly shall convene a meeting annually regularly or on such special meeting as decided to be convened by the members at the seat of Authority.
3. The Assembly shall adopt its own rules of procedure for convening the meeting, electing the chairperson heading the meetings, and other officers, and exercising functions, as provided in the Treaty.
4. Notwithstanding anything contrary provided in the Treaty, any decision on the matter of special and substantial importance shall be taken by at least two-thirds of the members present and voting in the Assembly. The issue of whether a particular matter is of special and substantial importance shall be decided by the majority of members of the Assembly. In any case, if the issue remains undecided, the final decision shall be that of the Chairperson elected by the Assembly in accordance with the Treaty.

Article IX

Powers of the Assembly

1. The Assembly shall review, ensure and oversee the efficient implementation and effective compliance by the Parties with the Treaty.
2. The Assembly shall review annually, in its regular annual meetings convened, or any other special meeting convened, the status of the Term and Termination of this Treaty.
3. The Assembly shall enable and encourage international cooperation in initiating studies, facilitating research and development on the proliferation of Artificial Intelligence and related or incidental technology, in accordance with the principles of the Treaty and shall ensure dispensation of such information obtained from the research and development is limited to the Parties to the Treaty.
4. The Assembly shall consider problems of any nature incidental to the intendment of the Treaty, particularly that arise in connection to developing and underdeveloped Parties and provide recommendations and pass appropriate resolutions as necessary.
5. The Assembly shall determine and provide policies, rules, regulations and protocols for the fulfilment of the Treaty or any other incidental matter.

Article X

Composition of the Board.

1. The Board shall be constituted of seven members appointed by the Assembly from among the persons nominated by the members of the Authority, with no less than three members belonging to the developing or underdeveloped members of the Authority on a rotating basis for a period of one year. Such members appointed shall have suitable qualifications and experience in the science, theory, and practice of Artificial Intelligence and related or incidental technology. The President of the Board shall be appointed by and among the members of the Board on such criteria as found necessary and expedient for fulfilment and discharge of the intendment of the Treaty.
2. The Board shall be a permanent institution and have the power to exercise its jurisdiction on any Party, or on the territory of any party, or, under special circumstances, by approval of a two-thirds majority of the members of the Assembly, on any other State not Party to the Treaty for the fulfilment of the intendment of the Treaty and any other incidental matter, and shall be complementary to the domestic jurisdictions of the Parties, and shall survive the term and termination of the Treaty.

Article XI

Powers of the Board.

1. The Board shall have the power to adjudicate any and all disputes, differences, conflicts, claims or controversies arising out of or in relation to the Treaty, including without limitation any dispute concerning compliance and fulfilment of the obligations under the Treaty, enforceability and existence of obligations hereof, and provide a final and binding order, or, interim orders, as the case may be.
2. The Board may enter into any form and nature of an agreement with the United Nations or any other International Organisation for the fulfilment and realisation of its orders or interim orders.
3. The Board may consider reports, resolutions, publications, interviews, studies, plans, and research of the Assembly, the Parties or any other person skilled in the field of Artificial Intelligence and related or incidental technology to determine adjudication.
4. The Board shall adopt and frame its own rules of procedure for the discharge of its functions and powers in accordance with the Treaty.

Article XII

Subsidiary Instruments

1. Nothing in the Treaty shall mean, interpret, prejudice or prohibit any Party from negotiating or participating in negotiations in good faith concerning further measures in the field of moratorium or non-proliferation of Artificial Intelligence systems and related or incidental technology.
2. Nothing in this Treaty shall restrict Parties from entering into and concluding negotiations, agreements or treaties to ensure research and development of Artificial Intelligence systems and related or incidental technology during the operation of this Treaty adhere to any threshold of ethical principles or human rights recognised under international law and be utilised to promote the welfare of mankind and humanity, sustainability and societal progress.
3. Each Party undertakes that any negotiations, agreements or treaties related or incidental to this Treaty shall be pursued and effected in good faith in accordance with this Treaty.

Article XIII

Knowledge Sharing

Each Party undertakes to engage in capacity building, research and development, technical assistance programs, cooperation, and collaborations with other Parties to comprehend the implications, consequences, effects, and utilities of Artificial Intelligence and responsible and sustainable development and deployment of Artificial Intelligence systems and related or incidental technology subject to provisions and Preamble of this treaty.

Article XIV

Term and Termination

Without prejudice to any provision, this Treaty shall continue to be in force until a resolution is duly circulated and passed by at least half of the Parties to this Treaty recognising and affirming that the Parties are fully equipped with a complete comprehension of Artificial Intelligence and responsible including but not limited to ethical and safe development and deployment of Artificial Intelligence, regulatory procedures, surveillance mechanisms, potential risks and mitigation thereof.

Article XV

Entry into Force

1. This Treaty shall enter into force and become operational once it has been ratified by **XXX** Parties.
2. The Treaty shall become applicable and effective upon Parties ratifying this Treaty subsequent to the entry into force, in accordance with their constitutional processes.

Article XVI

Amendments

Any Party, in good faith, may propose amendments to this Treaty by way of notification to each Party, the Assembly and the Authority. Amendments shall become effective for each Party accepting them upon their acceptance by at least two-thirds of the members of the Assembly, and for the remaining Parties, on the date they notify their acceptance to the Authority.

Article XVII

Status of Annexure

The Annexures including any amendment thereto shall form an integral part of this Treaty. Any reference to this Treaty shall mean and include Annexures.

Article XVIII

Withdrawal

1. Any Party in the exercise of its sovereignty may take any action it considers appropriate or necessary for the protection of its essential security interests.
2. Any Party in the exercise of its sovereignty shall have the right to withdraw from the Treaty if it considers that extraordinary events have jeopardized its essential national interests by providing a notice of withdrawal to the Assembly and the Authority disclosing the extraordinary events and the national interest so jeopardized six months in advance.
3. The withdrawal shall in no way affect the principal obligations engendered in the Treaty and the withdrawing Party shall not engage in the proliferation of Artificial Intelligence systems and related or incidental technology, that may cause, either directly or indirectly, infringement of fundamental human rights, liberties, and safety, imminent threat to privacy or security of mankind and humanity.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Convention.

Done at **[XXX]** on the **[XXX]** day of **[XXX]**, two thousand twenty-three.

**Annexure**

**General Rules of Verification**

1. **Designation of Inspectors and Inspection Assistants.**
2. The Assembly shall, not later than 30 days after entry into force of the Treaty shall notify, in writing, all Parties, of the establishment of an independent Appointments Commission (Commission) consisting of Commissioners representing each Party. The Assembly shall ensure that each Commissioner appointed remains anonymous and is free from any affiliation, political or otherwise. The Assembly shall ensure that the Commissioners appointed shall possess suitable qualifications and experience in the science, theory, and practice of Artificial Intelligence and related or incidental technology of at least 15 years.
3. Not later than 15 days after the establishment of the Commission, the Commission shall communicate by notification, in writing, to all Parties, proposing the designation of inspectors and assistant inspectors along with qualifications, professional experience and other descriptions, for such designation, by means of tests, interviews, background checks or any other appointment procedure as decided by the Commission.
4. Each Party shall forthwith acknowledge receipt of the notification and shall nominate 5 persons for the position of inspectors and 5 persons for the position of assistant inspectors along with a description of their qualifications, professional experience and other descriptions as required by the notification.
5. The Commission shall, no later than 15 days after the receipt of the list of nominations from the Parties conclude the appointment procedure of the inspectors and assistant inspector. The Commission shall undertake to ensure that at least 2 inspectors and 1 assistant inspector are appointed from the nomination form of every Party. The Commission shall also undertake to ensure that the inspector and assistant inspector shall fulfil entrusted obligations with due diligence without prejudice.
6. Any inspector or assistant inspector appointed by the Commission shall be deemed to be appointed by Parties and every verification activity under the Treaty shall only be performed by the appointed inspectors and assistant inspectors. Inspectors and assistant inspectors shall not participate or be privy to the verification procedure if such inspector and assistant inspector bear the nationality or any direct or indirect connection to the Party being verified or inspected.
7. Whenever amendments to the above-mentioned lists of inspectors and assistant inspectors are necessary or requested, replacement inspectors and inspection assistants shall be designated in the same manner as set forth with respect to the initial list.
8. **Privileges and Immunities.**
9. Each party shall, not later than 15 days after receipt of the appointment list of inspectors and assistant inspectors, or of any amendments thereto, provide and make available to the Commission entry/exit and transit visas and any other document as may be required to enable the inspectors and assistant inspectors to enter and remain on the territory of the Party being verified and inspected and efficiently carry out its inspection activities or any other obligations. The documents shall be valid for at least 3 years after their provision to the Commission and shall be renewed, as required.
10. Each of the inspectors and assistant inspectors appointed shall be accorded privileges and immunities set forth in subparagraphs (a) to (g). The privileges and immunities set forth shall be only granted for the purposes of efficiently carrying out its inspection activities or any other obligations and shall be accorded to the inspectors and assistant inspectors only for the period from the date of arrival on and till the departure from the territory of the Party being verified or inspected in the exercise of its official functions as notified by the Commission.
11. The inspectors and assistant inspectors and other members of the inspection team shall be accorded the inviolability and immunities enjoyed by diplomatic agents under customary international law and pursuant to the Vienna Convention on Diplomatic Relations of 18 April 1961.
12. Any documents, papers, records, correspondence, either written or not, the living quarters and offices of the inspectors and assistant inspectors shall be accorded the inviolability enjoyed and protection under customary international law and pursuant to the Vienna Convention on Diplomatic Relations.
13. Any samples or equipment carried by inspectors and assistant inspectors and other members of the inspection team shall be inviolable and exempt from any customs duties, tariffs, taxes, dues, fees, notes, undertakings, notices or any other regulatory barrier imposed by the Party being verified or inspected or any other Party.
14. All official activities of the inspectors and assistant inspectors and other members of the inspection team shall be exempt from any charges, dues, duties, fees, taxes, tariffs or any other payment accorded under customary international law and pursuant to the Vienna Convention on Diplomatic Relations.
15. The inspectors and assistant inspectors and other members of the inspection team shall be permitted to bring and possess any articles, product, item or object for personal use without payment of any customs duties, tariffs, taxes, dues, fees, notes, undertakings, notices or any other regulatory barrier imposed by the Party being verified or inspected or any other Party, with the exception of articles, product, item or object prohibited by law or controlled by quarantine regulations.
16. The inspectors and assistant inspectors and other members of the inspection team shall be provided with adequate currency and exchange facilities as is provided to representatives of foreign Governments or temporary missions.
17. The inspectors and assistant inspectors and other members of the inspection team shall not participate in or undertake any professional or commercial activity for personal gain or profit on the territory of the Party being verified or inspected.
18. The inspectors and assistant inspectors and other members of the inspection team shall be accorded the privileges and immunities enjoyed by diplomatic agents under customary international law and pursuant to the Vienna Convention on Diplomatic Relations when transitioning from the territory of a non-inspected Party to the territory of the Party being verified or inspected. The inspectors and assistant inspectors and other members of the inspection team shall also enjoy privileges and immunities as set forth in paragraphs 2 (b) to (f).
19. Without prejudice to privileges and immunities accorded, the inspectors and assistant inspectors and other members of the inspection team shall oblige to respect the laws, rules and regulations of the Party being verified or inspected or any other Party, and shall not interfere with the internal affairs of the Party, to the extent that is consistent with the verification and inspection mandate. If the Party being verified or inspected or any other Party considers that there has been abuse of any privileges and immunities accorded, a written complaint may be preferred to the Commission which shall determine whether such abuse occurred and any consequent remedial actions, as required.