**THE GLOBAL TREATY FOR RESPONSIBLE ARTIFICIAL INTELLIGENCE DEVELOPMENT AND GOVERNANCE**

**May 2023**

**Drafted by:** Tyler Passarella, J.D. Candidate, University of South Carolina School of Law, Class of 2024

**PREAMBLE**

THE STATE PARTIES TO THIS TREATY (hereinafter referred to as “the State Parties”),

Recognizing the promise and peril of Artificial Intelligence (“AI”), given its potential benefits to humanity and the associated risks of unchecked development,

Mindful of the significant gap between the rapid progress in AI capabilities and our understanding of these complex systems,

Acknowledging the unacceptable risk that unregulated AI technologies, particularly Artificial General Intelligence (“AGI”) and Artificial Superintelligence (“ASI”), pose to humanity,

Emphasizing the necessity for systematic, collaborative efforts to address these challenges, with the ultimate goal of fostering safe, ethical, and beneficial AI development,

Recognizing that halting large-scale AI research, including the shutdown of major Graphics Processing Units (“GPU”) and Tensor Processing Units (“TPU”) clusters and limiting the scale of machine learning (“ML”) models, constitutes a crucial step towards mitigating AGI and ASI risks,

Affirming that an international, cooperative approach to AI governance, underscored by the establishment of a global oversight body, is pivotal for fostering a responsible AI development framework,

Convinced that a universally binding and verifiable treaty is the most effective means to achieve responsible AI governance, marking a high-priority objective in the realm of AI ethics and safety,

Acknowledging that shared aspiration to foster international cooperation for the responsible development and deployment of AI technologies, benefitting all humanity,

Noting the aspirations expressed by the Parties to promote international cooperation and to seek to achieve the responsible development and deployment of AI technologies for the benefit of all humanity,

Recognizing that this Treaty can bolster human rights, environmental protection, and global peace and security,

Emphasizing the aim to secure adherence from all State Parties to this Treaty, contributing effectively to responsible AI development, preventing unacceptable risks from AGI and ASI, thereby enhancing international peace and security,

Asserting that this is not a question of national rivalry, but one of global survival,

Have agreed as follows:

**ARTICLE I**

**DEFINITIONS**

1. “GPU and TPU clusters” refer to facilities housing a significant number of graphics processing units (“GPUs”) and tensor processing units (“TPUs”) used for the development of AI systems.
2. “AGI,” or Artificial General Intelligence, refers to form of AI that matches or surpasses human intelligence across a wide variety of tasks and can learn, understand, and apply knowledge similarly to a human.
3. “ASI,” or Artificial Superintelligence, refers to an advanced state of AI that significantly exceeds human intelligence in practically all economically valuable work or intellectual tasks, encompassing not only computational abilities but also creative thinking, wisdom, and social skills.
4. “Machine learning (“ML”) models” refer to computational models that improve their performance on a given task by learning from data.
5. “Quantum computers” refer to computers that utilize quantum bits (“qubits”) and quantum mechanics principles to process and store information.

**ARTICLE II**

**ESTABLISHMENT OF THE INTERNATIONAL ARTIFICIAL INTELLIGENCE OVERSIGHT BODY (“IAIOB”)**

1. The State Parties hereby establish an International AI Oversight Body (“IAIOB”) to achieve the objective and purpose of this Treaty, to ensure the implementation of its provisions, including those for international verification of compliance with it, and to provide a forum for consultation and cooperation among Parties.
2. The IAIOB shall be composed of representatives from each of the State Parties, as well as experts in the fields of artificial intelligence, law, ethics, human rights, and other relevant disciplines. The process for appointment and the terms of service of these representatives and experts will be detailed in an annex to this Treaty.
3. The IAIOB shall have a permanent headquarters. The location of this headquarters will be decided upon by the State Parties and detailed in an annex to this Treaty.
4. The IAIOB shall have a Secretariat, which will be responsible for the day-to-day operations of the Body. The Secretariat shall be headed by a Secretary-General, who shall be elected by the IAIOB for a term to be determined in an annex to this Treaty.
5. The IAIOB shall meet regularly to discuss matters related to the implementation of this Treaty. The frequency, location, and procedures of these meetings will be decided in an annex to this treaty.
6. The IAIOB shall have the authority to:
   1. Monitor and verify compliance with the provisions of this Treaty through a range of mechanisms, including but not limited to, on-site inspections, remote monitoring, and the examination of relevant documentation and data.
   2. Establish sub-committees or working sub groups as necessary to effectively carry out its functions. The creation and operation of these sub-committees or working groups will be determined in an annex to this Treaty.
   3. Foster cooperation and exchange information and data between the State Parties to promote adherence to the provisions of this Treaty.
   4. Provide technical assistance and capacity-building support to State Parties to help them fulfill their obligations under this Treaty.
   5. Mediate disputes between State Parties related to the interpretation or application of this Treaty.
   6. Refer cases of non-compliance to the United Nations Security Council or other appropriate international bodies for further action.
7. The IAIOB shall promote collaboration and information-sharing among the State Parties on AI safety and ethics.
8. The IAIOB shall conduct its verification activities provided for under this Treaty in the least intrusive manner possible consistent with the timely and efficient accomplishment of their objectives. It shall request only the information and data necessary to fulfill its responsibilities under this Treaty. It shall take every precaution to protect the confidentiality of information on civil and military activities and facilities coming to its knowledge in the implementation of this Treaty and, in particular shall abide by the confidentiality provisions set forth in this Treaty.
9. Each State Party shall treat as confidential and afford special handling to information and data that it receives in confidence from the IAIOB in connection with the implementation of this Treaty. It shall treat such information and data exclusively in connection with its rights and obligations under this Treaty.
10. The IAIOB, as an independent body, shall seek to utilize existing expertise and facilities, as appropriate, and to maximize cost efficiencies, through cooperative arrangements with other international organizations. Any such arrangements, excluding those of a minor and normal commercial and contractual nature, shall be set out in agreements to be submitted to the IAIOB for approval.
11. The IAIOB will operate in accordance with the principles of transparency, fairness, and impartiality, and with full respect for the sovereignty of the State Parties. It will promote the ethical use and development of AI in a manner that respects human rights, promotes social good, and minimizes risks to humanity.

**ARTICLE III**

**ESTABLISHMENT OF NATIONAL AI REGISTRY AGENCY (“NARA”)**

1. To further strengthen the enforcement of this treaty domestically, each State Party shall, within six (6) months of the date of ratification of this Treaty, establish a National AI Regulatory Agency (“NARA”) within their respective jurisdictions.
2. The primary responsibility of the NARA shall be to ensure the full and effective implementation, regulation, and enforcement of this Treaty at the national level.
3. The NARA shall be responsible for the registration of all AI systems and related technologies within the jurisdiction of the State Party, in accordance with the parameters and restrictions outlined in this Treaty.
4. The NARA shall be vested with appropriate powers to investigate any potential breaches of this Treaty and to take enforcement action as necessary. This includes the authority to inspect sites where AI systems are being developed, deployed, or used, and to seize any AI systems that are in violation of this Treaty.
5. The NARA shall be responsible for reporting to the IAIOB on a regular basis, at least annually and upon request, on the status of the State Party’s compliance with this Treaty. This report shall include a comprehensive list of all registered AI systems and an account of any investigations, enforcement actions, or other significant activities undertaken by the NARA.
6. The NARA shall collaborate with the IAIOB in any investigations or inspections that the IAIOB may conduct within the jurisdiction of the State Party. The NARA shall provide any necessary assistance to the IAIOB in the course of such investigations or inspections.
7. The NARA shall also be responsible for educating the public and relevant sectors within the State Party about the provisions of this Treaty and the national laws enacted pursuant to it, and for promoting compliance with the laws.
8. Each State Party shall ensure that its NARA is provided with the necessary resources and independence to fulfill its responsibilities effectively and impartially.
9. The establishment of NARA within each State Party’s jurisdiction will facilitate the effective domestic implementation of this Treaty, ensuring the ethical, safe, and responsible use of AI technologies, thereby contributing to international peace, security, and sustainable development.

**ARTICLE IV**

**ENFORCEMENT MECHANISMS**

1. The IAIOB shall serve as the primary international entity responsible for overseeing the implementation of this Treaty, monitoring compliance, and addressing any potential violations at an international level.
2. The IAIOB will work closely with each State Party’s NARA to ensure harmonized and effective implementation of the Treaty’s provisions. The IAIOB and NARA will collaborate in sharing best practices, addressing challenges, and promoting transparency in the development and use of AI technologies.
3. Each State Party shall cooperate with the IAIOB in the exercise of its functions in accordance with this Treaty and shall not interfere with the IAIOB’s activities. State Parties shall consult, directly among themselves, or through their NARA or the IAIOB or other appropriate international procedures, including procedures within the framework of the United Nations and in accordance with its Charter, on any matter which may be raised relating to the object and purpose, or the implementation of the provisions, of this Treaty.
4. Both the IAIOB and each respective NARA shall establish appropriate mechanisms for the verification of AI systems to ensure they conform to the standards and regulations set forth in this Treaty. The specific details of those mechanisms shall be outlined in an annex to this Treaty.
5. Each State Party shall, in accordance with its constitutional processes, take any necessary measures to implement its obligations under this Treaty. In particular, it shall take any necessary measures:
   1. To prohibit natural and legal persons anywhere on its territory or in any other place under its jurisdiction as recognized by international law from undertaking any activity prohibited to a Party under this Treaty;
   2. To prohibit natural and legal persons from undertaking any such activity anywhere under its control; and
   3. To prohibit, in conformity with international law, natural persons possessing its nationality from undertaking any such activity anywhere.
6. In case of suspected non-compliance, the IAIOB, in coordination with the respective NARA, shall undertake an investigation. If the State Party in question is found to be in non-compliance, the IAIOB shall recommend appropriate measures to bring the State Party back into compliance, which may include technical assistance, capacity-building support, or referral to the United Nations Security Council.
7. The State Parties agree to establish a fund to support the activities of the Organization and to assist State Parties in fulfilling their obligations under this Treaty. The specifics of the contributions to this fund will be decided upon in an annex to this Treaty.
8. The specifics of the functioning of the IAIOB and each NARA, including their decision-making procedures, will be decided upon in an annex to this Treaty. This annex will be an integral part of the Treaty.
9. Each State Party shall cooperate with other State Parties and afford the appropriate form of legal assistance to facilitate the implementation of the obligations.
10. Each State Party shall commit to international cooperation to ensure that prohibited activities do not shift to non-compliant countries or entities. This includes tracking all GPUs sold and sharing intelligence on potential violations of the Treaty.

**ARTICLE V**

**MORATORIUM AND REGULATION OF ARTIFICIAL INTELLIGENCE RESEARCH AND DEVELOPMENT**

1. The State Parties agree to an immediate, indefinite, and worldwide moratorium on large-scale AI capabilities research and development, acknowledging the profound and unacceptable risks that unchecked advancements in this field may pose to society.
2. The State Parties agree to immediately cease operations of large GPU and TPU clusters that contribute to the development and refinement of advanced AI systems, and to prohibit the initiation of any new large-scale operations of such kind.
3. The State Parties shall establish a monitoring system to detect and prevent the development of new large GPU and TPU clusters to be detailed in an annex to this Treaty.
4. The State Parties agree not train, develop, or deploy any Machine Learning (“ML”) models or combinations of models with more than five-hundred (500) million parameters.
5. The State Parties agree establish a system for monitoring and reporting AI model sizes to be detailed in an annex to this Treaty.
6. The State Parties agree to prohibit the use of quantum computers for any AI-related activities.
7. Each State Party undertakes to refrain from causing, encouraging, or in any way participating in the carrying out of any large-scale AI capabilities research or development.
8. The State Parties shall report to the IAIOB any significant violations of the moratorium, whether detected within their own jurisdiction or elsewhere, and shall cooperate with the IAIOB, NARA, and other State Parties to deter and punish such contraventions.
9. The State Parties acknowledge that the moratorium will not be lifted until it is universally agreed, through rigorous scientific and ethical analysis, that it is safe and ethical to resume large-scale AI capabilities research and development. The process and criteria for making such a determination shall be developed by the IAIOB in consultation with the State Parties and relevant experts.

**ARTICLE VII**

**CRIMINALIZATION OF AGI AND ASI DEVELOPMENT**

1. Each State Party agrees to enact comprehensive national laws, within a period of six (6) months from the date of ratification of this Treaty, that criminalize the development, deployment, and utilization of any form of AGI or ASI. The Penalties for such offences shall be severe and consummate with the gravity of the threat posed by AGI and ASI, including but not limited to imprisonment and substantial fines.
2. The national laws shall cover all entities within each State Party’s jurisdiction, including but not limited to individuals, corporations, and governmental bodies. These laws shall apply irrespective of whether the prohibited activities are carried out directly by these entities or indirectly through proxies.
3. Within thirty (30) days of the enactment of these national laws, the State Parties agree to submit the full text of these laws, in one of the six (6) official languages of the United Nations, to the IAIOB. The IAIOB shall maintain a public register of these laws to facilitate international transparency and cooperation.
4. The State Parties agree to promptly inform the IAIOB of any amendments to their national laws relating to AGI and ASI, as well as any significant legal proceedings or enforcement actions taken under these laws.
5. The State Parties agree to cooperate with the IAIOB in its function of monitoring compliance with these national laws, including by promptly responding to any inquiries from the IAIOB and by providing any information or assistance that the IAIOB may require in this regard.
6. The IAIOB shall have the authority to review these national laws and to make recommendations to the State Parties with respect to their content and implementation, in order to ensure that they effectively serve the objectives of this Treaty.
7. The State Parties agree to take into consideration any such recommendations from the IAIOB and to make any necessary amendments to their national laws in a timely manner.

**ARTICLE VIII**

**DURATION OF THE TREATY**

1. This Treaty shall remain in force for an indefinite period of time, and shall not expire until a universal agreement is reached among the State Parties that reflects a safe, ethical, and responsible plan to resume large-scale AI capabilities research and development has been established.
2. The State Parties, in consultation with the IAIOB, NARAs, and other pertinent bodies and stakeholders, shall regularly review and assess the progress and implications of AI capabilities research and development. The review shall include an assessment of the ethical, safety, security, and societal implications such research and development.
3. If, at any point, the State Parties, in light of the reviews and assessments conducted under Paragraph 2, decide that the conditions have been met for the safe, ethical, and responsible resumption of large-scale AI capabilities research and development, they may, by consensus, agree to amend, revise, or terminate this Treaty.
4. Any decision to amend, revise, or terminate this Treaty shall be made with the utmost care, ensuring that the principles of safety, ethics, responsibility, and transparency in AI development are used and upheld, and that the interests of international peace, security, and sustainable development are prioritized.
5. Until such time as a universal agreement is reached, the State Parties commit to the full and effective implementation of this Treaty, reinforcing their commitment to the responsible and ethical development and use of AI technologies.

**ARTICLE IX**

**FINAL PROVISIONS**

1. The State Parties agree that this is a matter of utmost urgency and existential importance. We, as a society, are not prepared for the potential risks posed by AGI, and there is no reasonable timeframe within which we could adequately be prepared.
2. The consequences of moving forward without caution and regulation may be catastrophic and affect all of humanity, including the most innocent among us.
3. The State Parties therefore agree to this Treaty and all provisions contained herein in the spirit of global cooperation, shared responsibility, and a commitment to the safety of society.
4. The State Parties agree that the provisions of this Treaty shall be legally binding upon the Parties hereto. Each State Party shall implement and enforce this treaty in its national law through appropriate legislation, and shall ensure that all its actions, including those of its subdivisions, are consistent with its obligations under this Treaty.
5. Each State Party shall in exercising its national sovereignty have the right to withdraw from this Treaty if it decides that extraordinary events, related to the subject matter of this Treaty, have jeopardized the supreme interest of its country. It shall give notice of such withdrawal to all other State Parties to the Treaty and to the IAIOB three (3) months in advance. Such notice shall include a statement of the extraordinary events it regards as having jeopardized its supreme interests.
6. This Treaty shall be open to all States for signature. Any State which does not sign this Treaty before its entry into force may accede to it at any time.
7. No reservations may be made to this Treaty.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this Treaty on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.