AI processor terms: an evidence schedule for your firm

For solicitors and small firms in England and Wales. Use this educational schedule alongside the supplier due-diligence checklist. It helps record contractual evidence; it is not a data processing agreement, transfer assessment or compliance certificate. It does not cover Scotland or Northern Ireland.

Under art. 28 UK GDPR, processing on a controller's behalf requires suitable processor guarantees and binding written arrangements. First identify roles by activity. A supplier may perform some activities on the firm's behalf and others for its own purposes. This schedule cannot settle that distinction merely by labelling the supplier a processor.

1. Identify the arrangement

Firm and responsible reviewer: [complete]. **Supplier legal entity:** [complete]. **Service, plan, account and features:** [complete]. **Proposed task and information:** [complete]. **Terms and annexes reviewed:** [titles, versions, dates and retained copies]. **Order of precedence:** [which document governs conflicts].

For each row below enter: **exact clause or annex; what it covers; evidence of operation; gap or qualification; owner and next action**. A link to a general security page does not establish a binding commitment covering the chosen service.

2. Match the processing description

- **Activity and roles:** [each purpose; firm role; supplier role; reason and evidence]. Separate service delivery from independent reuse, account administration and other purposes. Refer unresolved role analysis for data-protection advice before approving affected data.
- **Scope:** [subject matter, duration, nature and purpose, information types, categories of people, firm rights and obligations]. Check that actual prompts, uploads, outputs and logs fit the description.
- **Instructions:** [where instructions are recorded; who may change them; scope of transfers; handling of legally required processing]. Test whether a new feature would exceed those instructions.

3. Locate the contractual commitments

Record the clause and practical evidence for each subject in art. 28(2)–(4) and (9):

- Confidentiality obligations for people authorised to process information, including support staff.
- Security measures, the relevant service scope and how the firm receives evidence of changes.
- Prior specific or general written authorisation for further processors; where general authorisation is used, notice of additions or replacements and an opportunity to object.
- Equivalent obligations imposed on further processors and the initial processor's responsibility for their performance.
- Assistance with individuals' rights and the firm's security, breach and impact-assessment obligations.
- Return or deletion at the firm's choice after service ends, treatment of existing copies and any legally required storage.
- Information and audit arrangements enabling the firm to demonstrate compliance, including notification where the processor considers an instruction unlawful.

The headings are a locating aid, not replacement contract language. Read the complete provision and actual agreement together; record qualifications, exclusions and conflicting terms rather than treating a tick as acceptance.

4. Check the AI-specific scope

Ask whether the same commitments cover model providers, retrieval services, integrations, logs, human review and support access. Record training and service-improvement uses separately from retention. Establish whether settings can override terms or change after an account upgrade. Keep dated evidence of both the contractual position and chosen settings.

Recipients and locations: [processing, storage and remote access]. **Transfer analysis reference:** [existing assessed record or unresolved question]. Art. 28 terms alone do not establish that an international transfer is lawful. A UK storage location does not describe every access route.

5. Test and decide

Use fictional material to test export, deletion requests, permission removal and the incident-contact route. Record what was observed and what the test cannot establish, including backup deletion that the firm cannot directly inspect. Distinguish supplier assurance from measured evidence.

Decision record: [accepted for specified use / accepted subject to stated conditions / further evidence required / declined]. **Unresolved terms:** [issue, affected information, owner and restriction]. **Reassessment triggers:** [changed terms, processors, access routes, purposes or incidents]. Keep this within the firm's existing procurement record.

Confidentiality and legal professional privilege require separate consideration under the firm's professional duties. Neither a signed schedule nor a supplier assurance settles privilege. See para. 6.3 of the SRA Code and its AI warning.

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