

A PRACTICAL GUIDE

The AI Clause

*Most freelance contracts were written before AI-assisted work was normal.
Here's what to add before the next one.*

INTRODUCTION

The Gap Nobody Updated

Most freelance contract templates in circulation were written before AI-assisted work was routine, which means they're silent on 3 things that now come up constantly: whether AI-assisted output is fully owned by the client the same way fully human-made work is, whether you're expected to disclose AI use, and who's responsible if an AI-generated element turns out to be wrong or infringing.

Silence in a contract doesn't mean the issue doesn't exist, it means it gets resolved after something goes wrong, in whoever's favor has more leverage at that moment. Usually not the freelancer's. This guide covers what to add, and includes a starting clause you can adapt.

A note before you continue: this is general, practical guidance, not legal advice. Copyright and IP law around AI-assisted work is still actively evolving and varies by country. Have any contract language reviewed by a lawyer licensed in your jurisdiction before relying on it.

SECTION 1

Three Gaps in an Old Contract

WHAT'S USUALLY MISSING

Ownership of AI-assisted output. In several jurisdictions, purely AI-generated content without meaningful human authorship may not be eligible for copyright protection at all, which affects whether a client can fully "own" it the way they assume. Your contract should state how ownership works for work you materially shaped, directed, and edited using AI tools.

Disclosure expectations. Some clients want to know when and how AI was used, some don't care, some have policies that restrict it entirely (common in legal, healthcare, and some publishing work). Silence here means you're guessing at their expectation, when it's a one-line clause to just ask and state.

Liability for AI errors. If an AI tool introduces a factual error, a licensing issue with generated content, or a subtly biased result, whose responsibility is that. Without a clause, this defaults to general liability terms that may not have anticipated the scenario at all.

SECTION 2

A Starting Clause

Adapt this to your own contract template and have it reviewed before use. It's written to be direct without being alarming, most clients respond well to transparency framed as professionalism, not as a disclaimer of quality.

SAMPLE CLAUSE · AI-ASSISTED WORK

AI-Assisted Work. Freelancer may use AI tools as part of the creative and drafting process for deliverables under this agreement. All deliverables are reviewed, directed, and materially edited by Freelancer before delivery. Client acknowledges that ownership of AI-assisted output may be subject to applicable copyright law, which can vary by jurisdiction and may limit protection for content lacking sufficient human authorship. Freelancer will disclose, upon request, which elements of a deliverable involved AI assistance. Freelancer is not liable for factual errors, licensing issues, or other defects introduced by AI tools that were not reasonably discoverable through Freelancer's standard review process.

Notice what this clause does: it's honest about AI use, it defines your review responsibility clearly (which protects you and reassures the client), and it caps liability at what a reasonable review process could catch, not an impossible standard of catching everything.

PROMPT · ADAPT THE CLAUSE TO YOUR WORK

Here's my current contract's scope of work section: [paste]. Help me adapt the AI-assisted work clause above to match my specific type of work, tone, and typical client relationship, keeping it clear and non-alarming.

Send the adapted version to a lawyer before you start using it in real contracts. This step isn't optional given how unsettled the law still is in this area.

*An outdated contract doesn't protect anyone, it just delays the disagreement.
One honest clause about how you use AI protects you, sets the client's expectations,
and makes the whole relationship steadier than staying quiet ever would.*

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