



AI Due Diligence Checklist

Last updated	Status		
ITEM	Yes and/or Have	N/A or No	COMMENTS
1. Are you SOC 2-, ISO 27001-, or ISO 42001-certified, and if "yes," provide a copy of your most recent certification.			
2. List all AI systems, technology, and services being used for any purpose and the vendors/licensors or, if developed internally, the ownership). Include: ■ Gen AI ■ Operational tools ■ AI agents ■ AI assisting or embedded in products or services			
3. Provide a copy of your AI governance policy; a copy of all AI Governance Committee meetings along with minutes; and any policies, rules, processes, and procedures regarding the adoption, development, testing, standards compliance, ethical use, access and authorized use, monitoring and reporting, notification, and remediation of AI. Note: If US-based activity, do your governance policy and related policies address the NIST risk management framework? If you are engaged in the EU, do your policies address the European Data Protection Supervisor "Guidance for Risk Management of Artificial Intelligence Systems"?			

4. List all AI licenses, provide copies of the licenses and associated agreements, and include: ■ Commercial licenses ■ Custom or bespoke development licenses ■ Open source (type and version) ■ Embedded/Firmware and those for: ■ Source code ■ Object or compiled code ■ Training data sets and data models ■ Libraries, utilities ■ Analytical tools			
5. For each system, describe: ■ Whether there is general user access or controlled authorized user access ■ Whether there are user and administrative user training materials from the system vendor and/or from internal generation ■ Whether each authorized user has been trained to use the system, and the scope and means of such training ■ Whether there is a responsible or permissible use policy or other regulations; if there are, provide copies of such policies			
6. For each system and use, provide the following: ■ Identify the source of data for training models or systems ■ Describe the type of data ■ Describe the data set size ■ Provide a data label list ■ Describe how the source data was acquired or generated ■ Indicate whether the source data was licensed from a third party, generated from internal business transactions, or copied from open public sources ■ Provide licenses if not provided above, and if acquired publicly through web scraping, copies of the website use agreement please confirm if this edit is okay.			

7. List all claims, threatened claims, complaints, notices of violation, investigative proceedings, suits, fines, or penalties asserted (Claims) and copies of all relevant information and description of the circumstances of Claims for: ■ Unauthorized use of training data or input data alleging copyright, moral rights, or other intellectual property violation and/or unlawful property conversion or theft of trade secrets ■ Unauthorized use, storage or disclosure of personally identifiable information, protected health information, PFD, or PCH ■ Secondary infringement of copyright ■ Indemnification for any of the above			
8. A list of any commercially reasonable and industry-conforming security safeguards and controls used by the target company, including proper access controls for the AI.			
9. Copies of any commercially reasonable insurance coverage held by the target company for claims or losses pertaining to AI.			
10. Describe and provide evidence of any steps taken by the target company to detect and remediate algorithm biases.			
11. Describe what post-sale market monitoring is performed to identify AI-generated errors, including data reporting and collection systems, any error response and remediation procedures implemented to rectify errors and correct ongoing systematic risk of like errors, and any historical data kept related to incidents of error and incident resolution.			
12. For customer contracts using AI products or services, identify all provisions addressing AI-related risks and rights, including ownership and use of data; representation and warranties and disclaimers; indemnification; product warnings; limitations on permitted use; limitations on damages; and limitations on liability, waiver of class action, and dispute forum.			
13. For suppliers and vendors furnishing AI-based products or services, identify all provisions addressing AI-related risks and rights, including ownership and use of data, portability of data, restrictions on use, representation and warranties, indemnification, product warnings, limitations on permitted use, service level agreements, limitations on damages, and limitations on liability, waiver of class action, and dispute forum.			