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Works agreement on the use of AI systems

Template, as of 09.10.2026 · between , (employer) and the works council of ,

Purpose of this template: AI tools capable of evaluating conduct or performance are subject to co-determination under § 87(1) no. 6 BetrVG (German Works Constitution Act); this also applies to AI functions in office software. This framework agreement lays down principles so that not every new tool has to be negotiated individually. Adaptations are expressly welcome. It does not replace legal advice.

§ 1 Subject matter and scope

(1) This agreement governs the introduction, use and modification of AI systems in the establishment , in particular language models, translators, writing and image assistants and AI functions in office software.

(2) It applies to all employees within the meaning of § 5 BetrVG. The systems in use are listed in Annex 1.

§ 2 Principles

1. AI systems support the work. Responsibility and decisions remain with humans.
2. Only systems for which a data processing agreement (DPA) is in place and whose data processing is documented are used.
3. The use of private accounts and non-approved tools for work content is not permitted. The details are set out in the AI usage policy (Annex 2).

§ 3 No monitoring of performance or conduct

(1) Log, usage and content data of AI systems are not evaluated for the purpose of monitoring the performance or conduct of individual employees.

(2) Evaluations are carried out only in aggregated form for groups of at least five persons, for technical, security or billing purposes.

(3) Exceptions in the event of a well-founded suspicion of a serious breach of duty are made only after prior involvement of the works council and with due regard to data protection.

§ 4 Prohibited applications

1. No recognition of emotions, mood or state of health of employees (cf. Art. 5(1)(f) EU AI Act).
2. No automated decisions on hiring, appraisal, promotion, allocation of tasks or termination; AI results serve at most as one basis among several, which a human reviews and justifies.
3. No recording or transcription of meetings without prior announcement and the consent of all participants.

§ 5 Qualification

(1) Employees who use AI systems receive training before use on how they work, their limits, data protection and safe handling (Art. 4 EU AI Act). The training takes place during working hours; the costs are borne by the employer.

(2) Participation is documented. Results of knowledge checks are not used for appraisals.

§ 6 Introduction and modification of systems

(1) The employer informs the works council in good time and comprehensively before introducing a new AI system or making a material change, in particular about purpose, types of data, access rights, storage locations and evaluation options.

(2) New systems are added to Annex 1. If the works council does not object within , weeks, the addition is deemed agreed, provided the system complies with this agreement.





§ 7 Rights of employees

Employees have the right to be informed which of their data are processed in AI systems, and the rights of access, rectification and erasure under the GDPR. Anyone who reports breaches of this agreement or discloses a mistake of their own shall suffer no disadvantage as a result.

§ 8 Final provisions

This agreement enters into force on . It may be terminated with three months' notice to the end of a month and continues to apply until a new agreement is concluded.

Annexes: 1 List of AI systems in use (purpose, data, access rights, provider, DPA) · 2 AI usage policy

Place, date, employer

Place, date, works council

Template by secureIT, Patrick Ihle · secureit.icu/ki-kompetenz · Drafting aid, not legal advice. Legal basis: KI-Verordnung (EU) 2024/1689 (EU AI Act), BetrVG, GDPR; as of 09.10.2026.

