

The EU AI Act and General-Purpose AI Models: Digesting the Code of Practice and Explanatory Note and Summary

The Code of Practice for General-Purpose Artificial Intelligence Models

The Code is currently a voluntary and non-binding code of practice designed to help GPAI model Providers demonstrate compliance with their obligations under Articles 53 and 55 of the EU AI Act. It has been developed over the last year through an extensive multi-stakeholder process involving over 1,400 participants (from industry, rightsholders, academia and EU Member States representatives on the AI Board). It's completion has not been straightforward, in particular obtaining an agreement between rights holders and model providers on the copyright chapter.

As mentioned in our [August article](#), whilst the Code is voluntary, and the Commission has confirmed that Providers can demonstrate compliance through alternative adequate means, the Commission is actively encouraging Providers of GPAI models to adhere to the Code. The Commission has stated that adhering to the Code will offer a straightforward way to demonstrate compliance (while not providing a presumption of conformity with the AI Act, or other relevant laws relating to copyright and data protection) and provide a streamlined compliance process as enforcement will be focused on monitoring Providers' adherence to the Code. This will result in greater predictability and legal certainty and a reduced administrative burden compared to Providers that prove compliance in other ways. In the Code's press release Henna Virkkunen, Executive Vice-President for Tech Sovereignty, Security and Democracy, stated "*Therefore I invite all General-purpose AI model providers to adhere to the Code. Doing so will secure them a clear collaborative route to compliance*".¹

WHAT IS IN THE CODE?

The Code has three chapters:

Transparency Chapter:

Transparency is a key requirement because GPAI models underpin many AI systems and technical information is required to integrate the models into downstream products. The Code reflects the Provider obligations on Article 53 (1) (a) and (b) and requires:

- **Standardised model documentation:** Signatories are to complete a "Model Documentation Form" (annexed to the Chapter) that details key model characteristics including general description of the model's architecture, how the model was trained, intended use cases, limitations and licensing.
- **Disclosure to downstream users and regulatory availability (subject to the confidentiality safeguards Article 53 (7)):** Signatories must disclose (via their website) contact information for the AI Office and downstream users to request access to the technical information. Providers must provide, on a request from an AI Office, one or more elements of the Model Documentation. Following a request from a downstream user the provider must supply within 14 days the relevant information in the Model Documentation.
- **Maintenance of model documentation:** Signatories are required to continuously maintain this information for the lifetime of a model, and for an additional ten years after it has been removed from the market. There is no requirement that it be made publicly available (though signatories are encouraged to consider whether it can be in order to promote public transparency).

¹ https://ec.europa.eu/commission/presscorner/detail/en/ip_25_1787

- **Open source exemptions:** the measures in this chapter do not apply to providers of GPAI models released under open source licence, though systemic risk models remain fully compliant.

Copyright Chapter:

This is the shortest chapter and appears the most straight forward (although its provisions have proved the most controversial). Its aim being to help Providers comply with the Provider obligations in Article 53 (1) (c). However the measures are not guarantees of EU or Member State copyright compliance. It requires:

- **Copyright Policy:** signatories must draw up, keep up-to-date, and implement a copyright policy, which they are encouraged to make publicly available.
- **Reproduce and extract only lawfully accessible copyright-protected content when using web-crawlers:** signatories should not circumvent measures such as paywalls and not scrape websites that are recognised repeat infringers (a list of these sites will be published).
- **Identify and respect machine-readable reservations of rights when web crawling:** signatories commit to use web-crawlers such as Robot Exclusion Protocol (robots.txt) or should identify and comply with other appropriate machine-readable protocols to express rights reservation. The development and agreement of those protocols is left to "voluntary...bona fides discussions" between rights holders and signatories. We foresee this being a problematic approach given the difficult relationship between these groups when drawing up the Code.
- **Mitigate the risk of copyright-infringing outputs:** signatories must develop 'appropriate and proportionate' technical measures to mitigate the risk of models generating outputs that reproduce copyrighted works.
- **Designate a point of contact:** signatories must designate a listed 'point of contact' and implement a process for rightsholders to complain about non-compliance with the Code.

Safety and Security Chapter:

This chapter only applies to the most advanced models, namely those providers of GPAI models which pose systemic risk. Although this is the longest and most detailed chapter, as it only covers a limited number of models we only summarise the obligations briefly below. This Chapter reflects the obligations in Article 55 and requires:

- **Systemic risk assessment:** signatories must assess and continuously monitor risks such as misuse, fundamental rights threats and potential development of chemical/biological weapons.
- **Model evaluation and incident reporting:** signatories must establish a robust process for testing model behaviour and promptly recording serious incidents or misuse.
- **Cybersecurity measures:** signatories must secure both the model and its supporting infrastructure through techniques such as access controls, encryption and vulnerability management.
- **Governance and mitigation:** signatories need to put in place appropriate organisational structure, internal controls and stakeholder oversight to enforce safety commitments.
- **Voluntary adherence option:** Non-systemic GPAI providers may opt into this chapter specifying the models to which they apply these systematic safety measures.

The Code is now subject to a review by EU Member States and the Commission before it is made final. After the Code is endorsed, GPAI Providers will be able to sign it. This is expected to happen by the end of the year.

There is much to digest and understand here and with the 2 August deadline already upon us, Providers of GPAI models need to review and use these resources to assist in their compliance strategy. As explained at the beginning of this article the Code has already navigated a very bumpy road to get to this stage. It has been through multiple drafts with multiple stakeholder input and has received criticism from all sides: rights holders arguing that the copyright provisions water down their rights whereas model providers have indicated that the Code's provisions go beyond the AI Acts requirements and will be too burdensome.

In accordance with the Act, the AI Office is already "inviting" Providers of GPAI models to sign the Code² but it remains to be seen how many will voluntarily sign. There have been reports that Microsoft will likely sign it but that Meta had "rebuffed" the Code.³ It should be remembered that the Commission has indicated that the AI Office will apply a collaborative approach over the next year, particularly for signatories to the Code, and this would seem to be an advantage of signing it.

² [AI Office invites providers to sign the GPAI Code of Practice | Shaping Europe's digital future](#)

³ [Microsoft likely to sign EU AI code of practice, Meta rebuffs guidelines | Reuters](#)

However, as the Code does not address all issues for GPAI Providers, for example it does not clarify downstream liability or provide model contract clauses, it seems unlikely that it will be the clear practical compliance tool as hoped. Therefore organisations implementing GPAI solutions should take note of the Code's requirements and use them as at least a minimum reference point to be used for updating documentation, copyright strategies and internal governance. They may also need to reconsider their approach to negotiating contracts with GPAI developers and providers.

Explanatory Note and Template for Public Summary of Training Content for GPAI models

Finally the last part of the Commission's "package" is the Explanatory Note and Template to assist Providers of GPAI models in meeting their obligations under Article 53(1)(d) of the AI Act to publicly disclose a sufficiently detailed summary (the **Summary**) of the data used to train their models.

The Commission explains that that the Template complements the Code and Guidelines and they should all be considered in parallel. However, businesses should note the crucial difference. Using the Template is mandatory and is the sole guidance for providing the required public Summary. In contrast adherence to the Code is voluntary.

The Template aims to "strike a balance" between serving the public interest in promoting transparency and supporting the rights of all parties concerned and protecting commercial confidentiality and trade secrets.

It is designed to standardise disclosures across the EU and enhance transparency regarding the datasets used to train AI models, including those protected by copyright or other intellectual property rights. It applies to all Providers, including those offering GPAI models under open-source licences. The Template requires information in relation to:

- **General information:** including Provider and model identification, modalities, and training data size and characteristics.
- **List of data sources:** including publicly available data sets, data sets obtained from third parties, data crawled and scraped from online sources, licensed content, user data, and synthetic data.
- **Data processing aspects:** copyright opt-outs, illegal content removal, and other relevant measures.

Providers must publish the Summary on their official websites and distribution platforms when placing a GPAI model on the EU market.

Where downstream entities become a Provider of the resulting GPAI model the information reported by the modifying entity in the Summary only needs to cover the training content for the model modification.

The Commission may revise the Template based on technological and market developments.

It is worth noting that the Commission has published a helpful set of FAQs⁴ (which accompany the GPAI rules, the Code, the Guidelines and the Template). They cover practical consideration on signing the Code and completing the Template but also more general answers to questions such as "what are GPAI models?" and "if someone fine-tunes or otherwise modifies a model, do they have to comply with the obligations for providers of general-purpose AI models?"

The obligation to publish the Summary contained in the Template became applicable as of 2 August 2025, although the transition periods referred to below have specific application here. Where a Provider of a model placed on the market before 2 August 2025 cannot, despite their best efforts, provide parts of the information required to prepare the Summary (for example the information not available or its retrieval would impose a disproportionate burden), the Provider should clearly state and justify the corresponding information gaps in its Summary.

⁴ <https://digital-strategy.ec.europa.eu/en/faqs>



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