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INTRODUCTION

The following checklists are intended to provide an easy-to-use overview of the most important obligations under the new EU AI Act for the various roles of operators.

As these obligations depend on the specific role of the operator with regard to the use of a specific AI tool, the role of your company must be assessed first. If you are not sure whether the AI Act applies to your company at all or which type of operator your company might qualify as under the AI Act, check out our AI Act Self-Assessment Tool (AIA-SAT), which shall give you an indicative overview of the applicability of the AI Act with regard to a specific AI tool.

Please note that the AIA-SAT does not cover General Purpose IA Models (GPAIM).

We welcome any feedback and suggestions for improvements.

The following checklists do not constitute legal advice.

OVERVIEW

Provider of an **AI System (AIS)**

CHECKLIST:

☐ **Registration in the EU database**
Before placing on the EU market or putting into service an AIS for which the provider has concluded that it is not high-risk according to Article 6 para. 3, the provider or, where applicable, the authorized representative shall register themselves and the AIS in the EU database referred to in Article 71.

(Article 49 para. 2 and Article 71)

☐ **Transparency regarding direct interaction with natural persons**
The provider shall, in principle, ensure that the AIS intended to interact directly with natural persons (e.g. chatbots) are designed and developed in such a way that the natural persons concerned are informed that they are interacting with an AI system.

(Article 50 para. 1)

☐ **Transparency regarding artificially generated or manipulated content**
Generated synthetic audio, image, video or text content, shall be marked in a machine-readable format and detectable as artificially generated or manipulated. This obligation shall not apply to the extent the AIS performs an assistive function for standard editing (e.g. translator) or do not substantially alter the input data provided by the deployer or the semantics thereof (e.g. paraphraser).

(Article 50 para. 2)

☐ **Timely information of concerned natural persons**
The information referred to in Article 50 paras. 1 and 2 shall be provided to the natural persons concerned in a clear and distinguishable manner at the latest at the time of the first interaction or exposure. The information shall conform to the applicable accessibility requirements.

(Article 50 para. 5)

Deployer of an **AI System (AIS)**

CHECKLIST:

☐ **Transparency regarding emotion recognition and biometric categorization**
Natural persons shall, in principle, be informed that they are exposed to an emotion recognition system or a biometric categorization system and their personal data shall be processed in accordance with the General Data Protection Regulation (EU) 2016/679, the (EU) 2018/1725 Regulation and the Law Enforcement Directive (EU) 2016/680, as applicable.
(Article 50 para. 3)

☐ **Transparency regarding artificially generated or manipulated content**
If the AIS generates or manipulates image, audio or video content constituting a deep fake or if it generates or manipulates text which is published with the purpose of informing the public on matters of public interest, the deployer shall, in principle, disclose that the content has been artificially generated or manipulated.
(Article 50 para. 4)

Provider of a **High-Risk AI System (HRAIS)**

CHECKLIST:

☐ **Compliance with the requirements for HRAIS**
The HRAIS shall be in compliance with the requirements of Section 2 (Articles 8-15) or, as applicable, harmonized standards (Article 40) or common specifications established by the commission (Article 41) to the extent those cover those requirements or obligations.
(Article 16[a], Article 40 and Article 41)

☐ **Risk management system**
A risk management system in relation to HRAIS shall be established, implemented, documented and maintained. It shall include the following steps: i) identification and analysis of risks, ii) estimation and evaluation of risks and iii) adoption of risk management measures. The measures shall be such that the relevant residual risk associated with each hazard, as well as the overall residual risk of the HRAIS is considered acceptable.
(Article 9)

☐ **Data and data governance**
If the HRAIS makes use of techniques involving the training of AI Models with data, it shall be developed on the basis of training, validation and testing data sets that meet the quality criteria referred to in Article 10 paras. 2-5.
(Article 10)

☐ **Technical documentation**
Technical documentation shall be drawn up before the HRAIS is placed on the EU market or put into service and shall be kept up-to date. It shall contain, at a minimum, the elements set out in Annex IV.
(Article 11)

☐ **Record-keeping**
The HRAIS shall technically allow for the automatic recording of events (logs) over its lifetime.
(Article 12)

☐ **Transparency and provision of information to deployers**
The HRAIS shall be designed and developed that its operation is sufficiently transparent to enable deployers to interpret and use its output appropriately. There shall be comprehensible instructions for use in a digital format or otherwise that include concise, complete, correct and clear information.
(Article 13)

☐ **Human oversight**
The HRAIS shall be designed and developed with appropriate human-machine interface tools, that it can be effectively overseen by natural persons during the period in which it is in use.
(Article 14)

☐ **Accuracy, robustness and cybersecurity**
The HRAIS shall be designed and developed to achieve an appropriate level of accuracy, robustness, and cybersecurity, and that it performs consistently in those respects throughout its lifecycle.

(Article 15)

☐ **Indication of the Provider and contact information**
The name, registered trade name or registered trademark of the provider and the address at which the provider can be contacted shall be indicated on the HRAIS or, where that is not possible, on its packaging or accompanying documents.

(Article 16[b])

☐ **Quality management system**
A quality management system shall be put in place to ensure compliance with the AI Act. The HRAIS shall be documented in a systematic and orderly manner in the form of written policies, procedures and instructions.

(Article 16[c] and Article 17)

☐ **Documentation keeping**
The technical documentation (Article 11), the documentation regarding the quality management system (Article 17) and other documentation shall be kept at the disposal of the national competent authorities for a period ending 10 years after the HRAIS has been placed on the EU market or put into service.

(Article 16[d] and Article 18)

☐ **Automatically generated logs**
The automatically generated logs according to Article 12, to the extent such logs are under the provider's control, shall be kept for a period appropriate to the intended purpose of the HRAIS, of at least six months, unless provided otherwise in the applicable EU or national law.

(Article 16[e] and Article 19)

☐ **Corrective actions**
If the provider considers or has reason to consider that the HRAIS placed on the EU market or put into service is not in conformity with the AI Act, the provider shall immediately take the necessary corrective actions and inform the distributors and, where applicable, the deployers, the authorized representative and importers accordingly.

(Article 20 para. 1)

☐ **Duty of information**
Where the HRAIS presents a risk within the meaning of Article 79 para. 1, the provider shall immediately investigate the causes, in collaboration with the reporting deployer, where applicable, and inform the EU market surveillance authorities and, where applicable, the notified body that issued a certificate for the HRAIS in accordance with Article 44, in particular, of the nature of the non-compliance and of any relevant corrective action taken.

(Article 20 para. 2)

☐ **Cooperation with competent authorities**
The provider shall, upon a reasoned request by a competent authority, provide the information and documentation necessary to demonstrate the conformity of the HRAIS with the requirements of Section 2 (Articles 8-15) as well as provide access to the automatically generated logs according to Article 12.

(Article 21)

☐ **Authorized representatives**
A provider established in third countries shall, prior to making the HRAIS available on the EU market, by written mandate, appoint an authorized representative established in the EU.

(Article 22)

☐ **Conformity assessment**
Prior to the HRAIS being placed on the EU market or put into service, the provider shall ensure that the HRAIS undergoes the relevant conformity assessment procedure.

(Article 16[f] and Article 43)

☐ **EU declaration of conformity**
The EU declaration of conformity shall be drawn up for each HRAIS and kept at the disposal of the national competent authorities for 10 years after the HRAIS has been placed on the EU market or put into service.

(Article 16[g] and Article 47)

☐ **CE marking**
The CE marking shall be affixed physically to the HRAIS or, if not possible, to the packaging or to the accompanying documents, to indicate conformity with the AI Act. If the HRAIS is provided digitally, the digital CE marking shall be used only if it can easily be accessed via the interface from which that system is accessed or via an easily accessible machine-readable code or other electronic means.

(Article 16[h] and Article 48)

☐ **Registration in the EU database**
Before placing on the EU market or putting into service a HRAIS listed in Annex III, with the exception of HRAIS referred to in point 2 of Annex III, the provider or, where applicable, the authorized representative shall register themselves and the HRAIS in the EU database referred to in Article 71.

(Article 16[i], Article 49 and Article 71)

☐ **Post-Market Monitoring**
A post-market monitoring system shall be established and documented by the provider in a manner that is proportionate to the nature of the AI technologies and the risks of the HRAIS.

(Article 72)

☐ **Reporting of serious incidents**
The provider of a HRAIS placed on the EU market shall report any serious incidents immediately to the market surveillance authorities of the Member States where that incident occurred and perform necessary investigations.

(Article 73)

Deployer of a **High-Risk AI System (HRAIS)**

CHECKLIST:

☐ **Use in accordance with the instructions**
Appropriate technical and organizational measures shall be taken by the deployer to ensure the use in accordance with the instructions for use accompanying the HRAIS, pursuant to Article 26 paras. 3 and 6.

(Article 26 paras. 1 and 3)

☐ **Human oversight**
Human oversight shall be assigned to natural persons who have the necessary competence, training and authority, as well as the necessary support.

(Article 26 paras. 2 and 3)

☐ **Relevant and representative input data**
Input data shall be relevant and sufficiently representative in view of the intended purpose of the HRAIS.

(Article 26 para. 4)

☐ **Monitoring and duty of information**
The operation of the HRAIS shall be monitored on the basis of the instructions for use. Where there is reason to consider that the use in accordance with the instructions may result in a risk within the meaning of Article 79 para. 1, the deployer shall, without undue delay, inform the provider, the importer or distributor and the relevant market surveillance authorities and suspend the use of the HRAIS. Where a serious incident is identified, the deployer shall immediately inform the provider, the importer or distributor and the relevant market surveillance authorities. If the deployer is not able to reach the provider, Article 73 shall apply mutatis mutandis.

(Article 26 para. 5)

☐ **Automatically generated logs**
The automatically generated logs according to Article 12 shall, to the extent such logs are under the deployer's control, be kept for a period appropriate to the intended purpose of the HRAIS, of at least six months, unless provided otherwise in the applicable EU or national law.

(Article 26 para. 6)

☐ **Workers' representatives and affected workers**
Before putting into service or using the HRAIS at the workplace, the deployer shall, as an employer, inform workers' representatives and the affected workers that they will be subject to the use of the HRAIS.

(Article 26 para. 7)

☐ **Public authorities or Union institutions as deployer**
If the deployer of the HRAIS is a public authority, or Union institution, body, office or agency, the deployer shall comply with the registration obligations referred to in Article 49. If the deployer finds that the HRIAS planned to use has not been registered in the EU database referred to in Article 71, the system shall not be used and the provider or the distributor shall be informed.

(Article 26 para. 8)

☐ **Data protection impact assessment**
Where applicable, the deployer shall use the information provided under Article 13 to comply with the obligation to carry out a data protection impact assessment under Article 35 of the General Data Protection Regulation (2016/679) or Article 27 of the Law Enforcement Directive (2016/680).

(Article 26 para. 9)

☐ **Targeted search of a person by post-remote biometric identification**
In the framework of an investigation for the targeted search of a person suspected or convicted of having committed a criminal offence, the deployer shall request an authorization for post-remote biometric identification, except when it is used for the initial identification of a potential suspect based on objective and verifiable facts directly linked to the offence.

(Article 26 para. 10)

☐ **Information of subjects**
If a HRAIS referred to in Annex III makes decisions or assists in making decisions related to natural persons, the deployer shall inform the natural persons that they are subject to the use of the HRAIS.

(Article 26 para. 11)

☐ **Cooperation with competent authorities**
The deployer shall cooperate with the relevant competent authorities in any action those authorities take in relation to the HRAIS in order to implement the AI Act.

(Article 26 para. 12)

☐ **Fundamental rights impact assessment for HRAIS**
Prior to deploying a HRAIS referred to in Annex III, with the exception of HRAIS intended to be used in the area listed in point 2 of Annex III, deployers that are bodies governed by public law, or are private entities providing public services, and deployers of HRAIS referred to in points 5(b) and (c) of Annex III, shall perform an assessment of the impact on fundamental rights and notify the market surveillance authority of its results.

(Article 27)

☐ **Entering data into the EU database**
It the deployer is or acts on behalf of a public authority, agency or body in accordance with Article 49 paras. 3 and 4, the data listed in Section C of Annex VIII shall be entered into the EU database.

(Article 71 para. 3)

☐ **Timely reporting on serious incidents**
Where necessary to ensure timely reporting of any serious incident to the market surveillance authorities, the deployer, if applicable, may submit an initial report that is incomplete, followed by a complete report.

(Article 73 para. 5)

☐ **Right to explanation of individual decision-making**
Any affected person subject to a decision taken by the deployer on the basis of the output from a HRAIS listed in Annex III, with the exception listed under point 2 thereof, which produce legal effects or similarly significantly affects that person with an adverse impact on their health, safety or fundamental rights shall have the right to obtain from clear and meaningful explanations of the role of the HRAIS in the decision-making procedure and the main elements of the decision taken.

(Article 86)

Importer of a **High-Risk AI System (HRAIS)**

CHECKLIST:

☐ **Conformity with the AI Act**
Before placing the HRAIS on the EU market, the importer shall ensure that the system is in conformity with the AI Act by verifying the requirements according to Article 23 para. 1(a)-(d).

(Article 23 para. 1)

☐ **Market protection**
Where the importer has sufficient reason to consider that the HRAIS is not in conformity with the AI Act or the HRAIS or its documentation is falsified, the importer shall not place it on the EU market until it has been brought into conformity. If the HRAIS presents a risk within the meaning of Article 79 para. 1, the importer shall inform the provider, the authorized representative and the market surveillance authorities to that effect.

(Article 23 para. 2)

☐ **Indication of the Importer and contact information**
The name, registered trade name or registered trademark of the importer and the address at which the importer can be contacted shall be indicated on the HRAIS and on its packaging or its accompanying documentation, where applicable.

(Article 23 para. 3)

☐ **Storage and transport**
While the HRAIS is under the importer's responsibility, it shall be ensured that storage or transport conditions, where applicable, do not jeopardize its compliance with the requirements set out in Section 2 (Articles 8-15).

(Article 23 para. 4)

☐ **Documentation keeping**
A copy of the certificate issued by the notified body, where applicable, of the instructions for use and of the EU declaration of conformity referred to in Article 47 shall be kept for a period ending 10 years after the HRAIS has been placed on the EU market.

(Article 23 para. 5)

☐ **Cooperation with competent authorities**
The importer shall cooperate with the competent authorities, provide the information and documentation necessary to demonstrate the conformity of the HRAIS with the requirements set out in Section 2 (Articles 8-15) upon a reasoned request and ensure that the technical documentation can be made available to those authorities.

(Article 23 paras. 6 and 7)

Distributor of a **High-Risk AI System (HRAIS)**

CHECKLIST:

☐ **Conformity with the AI Act**
Before making the HRAIS available on the EU market, the distributor shall verify that it bears the required CE marking, that it is accompanied by a copy of the EU declaration of conformity referred to in Article 47 and instructions for use, and that the provider and the importer of that HRAIS, as applicable, have complied with their respective obligations under Article 16[b] and [c] and Article 23 para. 3.

(Article 24 para. 1)

☐ **Market protection**
Where the distributor considers or has reason to consider that the HRAIS is not in conformity with Section 2 (Articles 8-15), the distributor shall not make it available on the EU market until it has been brought into conformity. If the HRAIS presents a risk within the meaning of Article 79 para. 1, the distributor shall inform the provider or the importer, as applicable, to that effect.

(Article 24 para. 2)

☐ **Storage and transport**
While the HRAIS is under the distributor's responsibility, it shall be ensured that storage or transport conditions, where applicable, do not jeopardize its compliance with the requirements set out in Section 2 (Articles 8-15).

(Article 24 para. 3)

☐ **Corrective actions**
If the distributor that has made the HRAIS available on the EU market considers or has reason to consider that it is not in conformity with Section 2 (Articles 8-15), the distributor shall immediately take the necessary corrective actions to bring the HRAIS into conformity or ensure that any relevant operator, as appropriate, take those corrective actions.

(Article 24 para. 4)

☐ **Duty of information**
Where the HRAIS made available on the EU market by the distributor presents a risk within the meaning of Article 79 para. 1, the distributor shall immediately inform the provider or importer of the HRAIS and the authorities competent for the HRAIS concerned, giving details, in particular, of the non-compliance and of any corrective actions taken.

(Article 24 para. 4)

☐ **Cooperation with competent authorities**
The distributor shall cooperate with the relevant competent authorities and provide the information and documentation necessary to demonstrate the conformity of the HRAIS with the requirements set out in Section 2 (Articles 8-15) upon a reasoned request.

(Article 24 paras. 5 and 6)

Provider of a **General-Purpose AI Model (GPAIM)**

CHECKLIST:

☐ **Compliance with the requirements for GPAIM**
The GPAIM shall be in compliance with the following requirements of Sections 2 and 3 (Articles 53-55) or, as applicable, harmonized standards (Article 40) or common specifications established by the commission (Article 41) to the extent those cover those requirements or obligations.
(Articles 53-55, Article 40 and Article 41)

☐ **Documentation for the AI Office and the national competent authorities**
The technical documentation of the GPAIM, including its training and testing process and the results of its evaluation, containing the minimum information set out in Annex XI, shall, in principle, be drawn up and kept up-to date for the purpose of providing it, upon request, to the AI Office and the national competent authorities.
(Article 53 para. 1[a])

☐ **Documentation for providers of AIS**
Information and documentation shall, in principle, be drawn up, kept up-to date and made available to providers of AIS who intend to integrate the GPAIM into their AIS.
(Article 53 para. 1[b])

☐ **Compliance with EU copyright and related rights**
A policy shall be put in place in order to comply with EU law on copyright and related rights.
(Article 53 para. 1[c])

☐ **Public summary regarding content used for training**
A sufficiently detailed summary about the content used for training of the GPAIM, according to a template provided by the AI Office, shall be drawn up and made publicly available.
(Article 53 para. 1[d])

☐ **Cooperation with the Commission and national competent authorities**
The provider of the GPAIM shall cooperate as necessary with the Commission and the national competent authorities in the exercise of their competences and powers pursuant to the AI Act.
(Article 53 para. 3)

☐ **Authorized representatives**
A provider established in third countries shall, prior to placing the GPAIM on the EU market, by written mandate, appoint an authorized representative which is established in the EU.
(Article 54 para. 1)

Additional obligations for GPAIM with **systemic risk**

☐ **Notification of the Commission**
The provider of a GPAIM with systemic risk shall notify the Commission without delay, in any event within two weeks after the requirement according to Article 51 para. 1[a] is met or it becomes known that it will be met and provide information necessary to demonstrate that the relevant requirement has been met.

(Article 51 and Article 52)

☐ **Obligations of providers of GPAIM with systemic risk**
The provider shall meet different requirements regarding the performance of model evaluation, assessment and mitigation of systemic risks, keeping documents and reports as well as cybersecurity.

(Article 55 para. 1)