Product Policy Document: CoCounsel (platform): Conditional

Product and vendor: CoCounsel, Thomson Reuters. Arrives alongside Westlaw and Practical Law subscriptions; marketed as of 2026 under the "Fiduciary-Grade AI" trademark.

Way of working: Platform. A vendor-hosted legal AI service: the vendor picks the models, and documents the tool works on are uploaded into the vendor's store.

Status: Conditional. Not approved for client work until a signed agreement restates the published claims. The published layer is the strongest of any platform reviewed in this matter, and it is FAQ text, not contract text. Tier 1 use only until the paper lands.

Implements: Model Firm AI Use Policy (42/02). Exhibits: 03 (Thomson Reuters CoCounsel FAQ, retrieved 2026-08-05; claims re-checked against the live page 2026-08-07, unchanged); 05 (CoCounsel and Protégé postures memo, 2026-08-05); 11 (Wave 1 exhibits pass memo).

Document date: 2026-08-07.

1. What this is

CoCounsel is Thomson Reuters' legal AI platform: research, document review, summarization, and drafting, grounded in Thomson Reuters' own content and connected to Westlaw, Practical Law, and Microsoft 365. It is a platform in the policy's sense: the vendor chooses which models serve a request (OpenAI and Google, per the FAQ), and documents the tool works on go into Thomson Reuters' hosted environment. The firm is likely to encounter it as an add-on conversation during a Westlaw renewal, which is exactly when this document should be in the room.

The published claims are specific and strong (Exhibit 03): no training by Thomson Reuters or its partners, who are "contractually prohibited" from training on customer data; content not stored by OpenAI or Google; "all interactions with GenAI LLM providers use zero-retention API calls"; requests sent under the "Thomson Reuters" identity so the provider never learns which customer asked; platform-side retention customized per organization; US processing. And one standout: "where applicable, we have established systemic controls to turn off third parties' abuse-monitoring solutions to ensure there is no human access." That last claim, if it holds in contract, addresses the abuse-retention window that every other vendor merely discloses. Note the qualifier: "where applicable" is doing unmeasured work, and the whole set is FAQ text that no one has verified against an actual Thomson Reuters agreement (Exhibit 05).

2. The Approved Tool List row (implements Section 3)

Not fillable yet, by design. The row below is the template to complete from the signed agreement, not from the FAQ.

CoCounsel (platform). Tier / account type: [Firm subscription; order form reference] | **Training disabled:** [From signed terms; FAQ claims contractual prohibition] | **Memory off / scoped:** [No vendor memory feature claimed; confirm] | **Retention terms:** [From signed terms: platform retention schedule; provider zero-retention API calls; abuse-monitoring-off scope] | **Permitted input tier: Tier 1 until signature; Tier 2 upon approval** | **Agentic capabilities:** [Workflow agents; enumerate from the product at vetting] | **Approved date:** Pending | **Notes:** FAQ layer re-checked 2026-08-07; every claim must be restated in the order form

3. Required setup (implements Section 3): the ask list

Until there is a signed agreement, "setup" means the negotiation. The Administrator brings this list to the Thomson Reuters representative, and the answers go in the order form or an addendum, not in an email reassurance.

1. **Restate the no-training commitment as contract:** Thomson Reuters and all model providers, no training on firm content, no use of firm content to improve services.
2. **Restate the zero-retention API claim as contract**, naming the current providers, and stating what happens when a provider is added.
3. **Pin down "where applicable."** Which providers' abuse-monitoring is turned off, for which products, and what retention applies where it is not turned off. This is the FAQ's strongest claim; make the contract say exactly how strong.
4. **State the platform retention schedule in the agreement** (the FAQ says retention is customized per organization with a client manager): the firm's retention period, the deletion mechanics, and deletion at termination with certification.
5. **Get the DPA.** A data processing addendum covering firm content, subprocessor list included.
6. **Ask the pricing-model questions** from policy Section 3, vetting item 6: seat versus usage metering, staff seat pricing, cap and exhaustion behavior before deadlines.
7. **File everything** in 49/Exhibits with dates, complete the row in Section 2, and only then does the status move from Conditional.

4. What may go in (implements Section 4)

Until signature: Tier 1 only. Public information, general legal questions, anonymized hypotheticals. No client documents into CoCounsel document features, no matter facts in research prompts beyond what the Placeholder Card leaves.

Upon approval: Tier 2 per the completed row. Tier 3 rules unchanged.

This product's specific hazard is the bundle blur. CoCounsel sits inside the research subscription the firm already trusts, one tab from Westlaw, and the trust bleeds. Westlaw research queries and CoCounsel document uploads are different acts with different data paths; staff training must keep them distinct until the row is approved.

5. Verification (implements Section 5)

Unchanged: the ladder, the statute check, the no-delegation rule. One honest note for adoption day: CoCounsel's grounding in Thomson Reuters' verified content is a genuine verification aid (the vendor's guardrails restrict responses to defined content sets, per Exhibit 03), and it does not change a single step of the ladder. Grounded output still gets existence, quotation, proposition, and currency checks before it leaves the firm.

6. The record (implements Sections 8 and 10)

Platform architecture: the session log lives in the vendor's cloud, under the retention schedule negotiated in Section 3, step 4. The matter-file habit applies as on any cloud tool: export or copy the operative session content into the matter file for any work that shapes work product. Billing: subscription overhead under Section 8 unless the order form introduces per-use charges, in which case the pass-through rules (disclosure, actual cost) apply.

7. Vendor facts and evidence grades

No training; partners contractually prohibited; content not stored by OpenAI or Google. Source: Exhibit 03 | **Grade:** Published (FAQ); not contract-verified | **Date:** Retrieved 2026-08-05, re-checked 2026-08-07

Zero-retention API calls to providers. Source: Exhibit 03 | **Grade:** Published (FAQ) | **Date:** Same

Abuse-monitoring turned off "where applicable". Source: Exhibit 03 | **Grade:** Published (FAQ); scope unknown | **Date:** Same

Anonymized to providers ("Thomson Reuters" identity). Source: Exhibit 03 | **Grade:** Published (FAQ) | **Date:** Same

Retention customized per organization; user deletion; US processing. Source: Exhibit 03 | **Grade:** Published (FAQ) | **Date:** Same

Model lineup OpenAI and Google (no Anthropic; no covered-model question today). Source: Exhibits 03, 05 | **Grade:** Published | **Date:** Same

Not established: everything above at contract grade. That is the whole point of Conditional status; Section 3 is the cure.

8. Re-vetting triggers (implements Section 12)

1. **Signature.** The signed agreement arriving is itself the trigger: complete the row, change the status, train staff.
2. **The FAQ changes** (Exhibit 03's source page) before or after signature, especially the abuse-monitoring or zero-retention claims.
3. **A provider is added** (Anthropic joining the lineup would raise the covered-model question this document currently gets to skip).
4. **Product renames or repackaging** within the Thomson Reuters subscription.
5. **Pricing model changes**, particularly any move to metered usage.