

CHAI
AI EVALUATION PARTNER RECOGNITION AGREEMENT
MEMORANDUM OF UNDERSTANDING

Between **the Office of Artificial Intelligence Policy** (the "Office") and the Coalition for Health AI ("CHAI"). Effective Date: the date of the last signature below.

1. Purpose and Authority.

The Office administers Utah's Artificial Intelligence Learning Laboratory (the "Sandbox") and evaluates safeguards for responsible deployment of artificial intelligence technologies in healthcare settings. The parties enter into this Memorandum of Understanding ("MOU") to recognize CHAI as a convener of independent evaluators that may conduct evaluations of AI systems seeking participation in the Sandbox, and to establish the terms on which CHAI Partners and CHAI Intellectual Property may be used in the Sandbox. This MOU is a binding agreement. It is not a regulatory mitigation agreement or joint interpretation agreement, grants no regulatory relief, and does not alter any party's obligations under applicable law.

This MOU is non-exclusive. It grants neither CHAI nor any CHAI Partner an exclusive right to provide evaluation, certification, or other services to the Office or the State of Utah. Nothing in this MOU limits the Office's authority to engage, evaluate, or recognize other evaluators, technologies, or evidence mechanisms.

2. Definitions.

For this MOU:

- (a) "Applicant" means an AI vendor, developer, or operator that submits or has submitted an application to participate in the Sandbox and that is directed by the Office to undergo an independent evaluation as a condition of participation.
- (b) "Covered AI System" means a specific AI product, service, or application identified in an Applicant's Sandbox application or otherwise designated by the Office for evaluation.
- (c) "Evaluation Engagement" means the scoped assessment of an Applicant and its Covered AI System conducted by a CHAI Partner under the terms of this MOU and the applicable Evaluation Services Agreement.
- (d) "Evaluation Rubric" means the criteria, methodologies, and standards used by CHAI Partners to evaluate a Covered AI System, as described in the Evaluation Services Schedule referenced in Section 4(b) and as updated from time to time by mutual written agreement of the parties.
- (e) "Evaluation Services Agreement" means the separate written agreement between a CHAI Partner and an Applicant governing the terms, scope, fees, and obligations of an Evaluation Engagement. CHAI is not a party to an Evaluation Services Agreement.
- (f) "CHAI Partner" means any of CHAI's formally recognized partner program members that has signed a CHAI partner program agreement, which agreement includes a license to use CHAI

Intellectual Property in Evaluation Engagements and the obligations described in Sections 7 and 8.

(g) "Evaluation Services Schedule" means the document describing the categories of evaluation services CHAI Partners are recognized to provide under this MOU, including Vetting Audit services and Oversight Audit services, as developed, maintained, and updated pursuant to Section 4(b).

(h) "Partner Verified Certification" means a CHAI Partner's written report and certification, delivered to the Applicant and the Office, that a Covered AI System has completed an Evaluation Engagement and has met the requirements of the applicable Evaluation Rubric.

(i) "CHAI Intellectual Property" means CHAI's frameworks, standards, best practices, assurance and evaluation methodologies, the Evaluation Rubric, the Evaluation Services Schedule, CHAI partner program materials, the CHAI name and marks, and any Sandbox-specific adaptation of any of the foregoing.

3. Recognition of CHAI as Contributor to the Evaluation Ecosystem.

(a) The Office recognizes CHAI as a convener of independent evaluators. CHAI Partners in good standing are authorized to conduct Evaluation Engagements and to issue Partner Verified Certifications for Covered AI Systems seeking Sandbox participation, subject to Section 3(d). CHAI will not act as an evaluator or issue certifications under this MOU.

(b) The Office will accept a Partner Verified Certification as evidence that the Applicant's Covered AI System has been independently evaluated against the applicable Evaluation Rubric. A Partner Verified Certification does not, by itself, guarantee Sandbox admission, which remains at the Office's sole discretion.

(c) An Applicant directed by the Office to obtain an independent evaluation may select a CHAI Partner or any other evaluator recognized by the Office. This MOU does not compel any Applicant to engage CHAI or any CHAI Partner.

(d) The Office retains the authority to establish minimum standards that all recognized evaluators must meet and to revoke or condition recognition if those standards are not maintained; provided that the Office will provide CHAI and CHAI Partners with reasonable advance written notice of any new or changed minimum standards and a reasonable opportunity, of not less than thirty (30) days, to conform before recognition is revoked or conditioned on that basis. The Office may, by written notice to CHAI, decline to recognize or withdraw recognition of an individual CHAI Partner for cause, and CHAI will promptly suspend that CHAI Partner from Sandbox-related Evaluation Engagements.

4. Scope of Services and Evaluation Rubric.

(a) CHAI will work with the Office to identify CHAI Partners capable of providing the following services:

(i) **Vetting Audit Services**, which may include: credentialing and vetting clinical and subject-matter experts; reviewing Sandbox proposals with expert feedback; red-teaming

and structured testing of AI systems for clinical errors, unsafe behavior, and guardrail bypass; HIPAA compliance assessments; governance structure vetting; review of relevant legal agreements; user experience and transparency testing; and application status reporting.

(ii) **Oversight Audit Services**, which may include: conversation log auditing with clinical reviewers; random sampling of live AI activity with PHI de-identification; continuous HIPAA compliance monitoring; distributing samples for expert review; AI performance drift detection; validation of company-submitted reports; and ongoing monitoring and reporting.

(b) The parties will collaborate to develop the Evaluation Services Schedule and the initial Evaluation Rubric within ninety (90) days of the Effective Date, or such other period as the parties agree in writing. The Evaluation Rubric will be maintained as a separate document and may be updated from time to time by mutual written agreement. The Evaluation Rubric will conform to clinical best practices and applicable regulatory requirements.

(c) CHAI will use reasonable efforts to identify CHAI Partners prepared to deliver Evaluation Engagements within a reasonable time after the Effective Date. CHAI will notify the Office in writing of any material change in the services CHAI Partners are prepared to deliver. The Office is not required to recognize Partner Verified Certifications for service categories for which no CHAI Partner has demonstrated readiness.

5. Fee Model; No Cost to the Office.

(a) Evaluation Engagements will be conducted under separate Evaluation Services Agreements between each CHAI Partner and each Applicant. Fees for Evaluation Engagements are paid by the Applicant directly to the CHAI Partner. CHAI does not set or receive Evaluation Engagement fees.

(b) CHAI may charge CHAI Partners fees under the CHAI partner program agreement, including for the license of CHAI Intellectual Property. No fee payable to CHAI will be contingent on the outcome of an Evaluation Engagement or the issuance of a Partner Verified Certification.

(c) Neither the Office nor the State of Utah is required by this MOU to purchase any CHAI or CHAI Partner product or service. This MOU does not award a procurement contract, promise future procurement, or create any financial obligation on the part of the Office.

(d) Any engagement between CHAI and the Office for services beyond those described above requires a separate written contract and, where applicable, compliance with state procurement requirements.

6. CHAI Partner Program.

(a) CHAI will maintain the CHAI partner program, including written qualification criteria for CHAI Partners, and will provide the Office with a current list of CHAI Partners and the service categories under the Evaluation Services Schedule for which each is qualified.

(b) CHAI will incorporate the Office's minimum standards established under Section 3(d) into the CHAI partner program agreement and will notify the Office in writing when a CHAI Partner is suspended or removed from the program.

(c) CHAI will perform its obligations under this Section at no charge to the Office.

7. CHAI Partner Independence and Accountability.

(a) CHAI will require each CHAI Partner, as a condition of participating in Sandbox-related Evaluation Engagements, to agree in writing to: (i) exercise independent professional judgment and not permit an Applicant's commercial interests, fee arrangements, or other considerations to influence the outcome of an Evaluation Engagement; (ii) certify in each Partner Verified Certification that the evaluation was conducted independently and reflects the CHAI Partner's professional judgment; (iii) promptly report to the Office any material concern identified during an Evaluation Engagement that bears on patient safety, clinical integrity, or Sandbox program integrity; (iv) not issue a Partner Verified Certification that does not reflect the genuine results of the Evaluation Engagement; and (v) cooperate with any Office audit of its evaluation methodology and completed Evaluation Engagements.

(b) The Office agrees to require substantially equivalent independence and accountability obligations of all recognized evaluators as a condition of recognition under the Sandbox.

(c) Nothing in this Section makes CHAI responsible to the Office for the acts or omissions of any CHAI Partner.

8. Data Protection and PHI.

(a) CHAI will require each CHAI Partner to enter into a Business Associate Agreement or other appropriate agreement with the applicable Applicant before any protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), is accessed or exchanged in an Evaluation Engagement, and to de-identify or remove PHI from any materials shared with the Office unless the Office and the applicable Applicant have agreed otherwise in writing.

(b) CHAI does not receive PHI under this MOU.

9. Information; Public Records; Security.

(a) Each party will use reasonable measures to protect non-public information received under this MOU.

(b) The Office is subject to the Utah Government Records Access and Management Act ("GRAMA"), and no provision of this MOU requires the Office to withhold a record contrary to law. CHAI may submit a written claim of business confidentiality where permitted by GRAMA. The parties acknowledge that CHAI claims business confidentiality in the Evaluation Rubric, the Evaluation Services Schedule, and CHAI partner program materials, and that CHAI may make

those materials available to the Office through controlled access rather than by deposit where practical. If the Office receives a request under GRAMA that could result in disclosure of records CHAI has marked or claimed as confidential, the Office will, to the extent permitted by law, promptly notify CHAI in writing and provide CHAI a reasonable opportunity to assert, support, and defend a claim of business confidentiality before any disclosure is made.

(c) Each party retains responsibility for security of the systems and information under its control. Each party will promptly notify the other of any security incident that materially affects information exchanged under this MOU.

10. Term and Termination.

(a) This MOU begins on the Effective Date and continues for twelve (12) months (the "Initial Term"). It will automatically renew for successive twelve (12) month periods (each a "Renewal Term," and together with the Initial Term, the "Term") unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

(b) This MOU terminates automatically if the Office loses the legal authority necessary to perform it, including upon repeal of the governing statutory authority unless that authority is continued or replaced.

(c) The Office may terminate this MOU, or suspend CHAI's recognition as a convener or the recognition of any CHAI Partner, by written notice for cause, including failure to maintain the standards required under Section 3(d) or a material breach of this MOU; provided that, for any breach reasonably capable of cure, the Office will provide written notice describing the breach and CHAI will have thirty (30) days from receipt of such notice to cure before termination or suspension takes effect. The Office may suspend such recognition immediately without a cure period where continued recognition presents a material risk to health, safety, or the integrity of the Sandbox.

(d) Either party may terminate this MOU without cause on sixty (60) days' written notice.

(e) Upon termination, CHAI will cooperate reasonably with the Office to ensure orderly transition of any pending Evaluation Engagements, including by permitting CHAI Partners to complete pending Evaluation Engagements under the Evaluation Rubric then in effect. A permitted termination is not a breach and creates no termination fee or claim for prospective profits. Termination does not waive a claim arising from an earlier breach or end obligations that by their nature should survive.

11. Intellectual Property.

(a) Each party retains its pre-existing intellectual property. CHAI owns all right, title, and interest in and to its trademarks, service marks, trade names, seals, logos, and brand assets. Nothing in this MOU grants the Office or any third party any right, title, interest, or license to use CHAI's trademarks, seals, or branding, or to make claims of official endorsement, affiliation, or approval, except as expressly authorized in writing by CHAI.

(b) CHAI grants the Office a non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term, and for record-retention and audit purposes afterward, to use Partner Verified Certifications, the Evaluation Rubric, and related materials solely for Sandbox administration, oversight, and public educational purposes.

(c) Evaluation findings, summary reports, shared knowledge, frameworks, methodologies, and derived best practices developed or generated under this MOU are non-proprietary. The Office retains full authority to publish, distribute, and share all such findings, reports, and best practices for public, educational, and industry benefit. Following the Office's approval and public release of any Sandbox Output, CHAI may use, reproduce, adapt, and incorporate such Sandbox Output in its membership programs, assurance resources, publications, and other engagements, with appropriate attribution to the Office and the Utah AI Learning Laboratory.

(d) CHAI retains all rights in the CHAI Intellectual Property, including any underlying technology, proprietary algorithms, and trade secrets, subject to the non-proprietary nature and public dissemination rights of evaluation findings, reports, and derived best practices set forth in Subsection (c) above.

12. Independence; No Endorsement; Publicity.

(a) This MOU creates no partnership, agency, joint venture, or state endorsement or approval of CHAI, any CHAI Partner, any Applicant, or any Covered AI System.

(b) Either party may use the other's name to accurately describe the relationship established by this MOU in public-facing materials, website content, and marketing communications without prior written approval. Use of the other party's logo, seal, or marks requires prior written approval, which shall not be unreasonably withheld. Either party may revoke logo approval on thirty (30) days' written notice.

(c) Consistent with Section 12(b), CHAI may accurately state that it is a recognized convener of independent evaluators under the Utah AI Learning Laboratory, and may permit CHAI Partners to accurately state that they are recognized evaluators under the Sandbox, without prior written approval. The Office may, on written notice, request correction of any statement it reasonably demonstrates to be inaccurate or misleading, and CHAI will promptly correct such statement or cause the CHAI Partner to do so.

13. Responsibility; No Third-Party Beneficiaries.

Each party is responsible for its own acts and omissions to the extent provided by law. Nothing in this MOU waives any governmental immunity, defense, or limitation of liability. No Applicant, CHAI Partner, or other third party is an intended beneficiary of this MOU.

14. Limitation of Liability.

(a) To the maximum extent permitted by law, neither party will be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost revenue, or loss of business, arising out of or relating to this MOU, whether based in contract, tort, or any other theory, even if advised of the possibility of such damages.

(b) To the maximum extent permitted by law, CHAI's aggregate liability arising out of or relating to this MOU will not exceed the fees actually received by CHAI from the Office under this MOU during the twelve (12) months preceding the event giving rise to the claim. The parties acknowledge that the Office pays no fees under this MOU and that CHAI Partners' certification and evaluation liability to Applicants is governed separately by the applicable Evaluation Services Agreements.

(c) Nothing in this Section limits either party's liability for fraud, willful misconduct, or any liability that cannot be limited under applicable law, and nothing in this Section waives or limits any governmental immunity, defense, or limitation of liability otherwise available to the Office.

15. Dispute Resolution.

Before initiating any legal proceeding, the parties will attempt in good faith to resolve any dispute arising under this MOU through direct negotiation between designated representatives for a period of not less than thirty (30) days following written notice of the dispute.

16. General.

This MOU is governed by Utah law. Venue for any action shall lie in the Third Judicial District Court in Salt Lake County, Utah. This MOU is the entire agreement of the parties on its subject and supersedes all prior discussions and agreements. It may be amended only in a writing signed by both parties. Neither party may assign this MOU without the other's written consent. Failure to enforce a provision is not a waiver. If a provision is unenforceable, the remainder remains effective. Notices must be written and delivered to the signatories at the email addresses most recently designated in writing. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 survive termination. This MOU may be signed in counterparts and electronically. Each signatory represents that the signatory is authorized to bind the identified party.

[Signature page follows]

SIGNATURE PAGE

The parties have executed this AI Evaluation Partner Recognition Memorandum of Understanding as of the Effective Date.

OFFICE OF AI POLICY

Signature:  Zachary Boyd (Oct 2, 2026 10:22:47 EDT)

Zachary Boyd

Director, Office of AI Policy

Date: 10/02/2026

Notice Address: ai@utah.gov

Coalition for Health AI


Signature: Brenton Hill (Oct 2, 2026 09:12:44 CDT)

Brenton Hill

Head of Operations and General Counsel

Date: 10/02/2026

Notice Address: brenton@chai.org