

CLARION ATTESTATION AGREEMENT & PARTICIPATION REQUIREMENT

MEMORANDUM OF UNDERSTANDING

Clarion AI Partners, LLC

Between **the Office of Artificial Intelligence Policy** (the "Office") and **CLARION AI PARTNERS** ("Clarion"). Effective Date: the date of the last signature below.

1. Purpose and Authority. The Office administers Utah's Artificial Intelligence Learning Laboratory and evaluates safeguards for responsible deployment of artificial-intelligence technologies. The parties establish a limited agreement to evaluate independently verifiable evidence of specified runtime control events. This Memorandum of Understanding ("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 participant's obligations under applicable law. The agreement evaluates evidence conforming to existing laws, rules, regulations, policies, adapted industry standards or specific instructions from the Office. This MOU is non-exclusive. It grants Clarion no exclusive right to provide attestation, verification, or other services to the Office or the State of Utah, and nothing in this MOU limits the Office's authority to engage, evaluate, or recognize other vendors, technologies, or evidence mechanisms outside this agreement. This non-exclusivity does not modify the participation conditions stated in Section 3, which apply to the Defined Population during the Term as written.

2. Definitions. For this MOU:

- (a) "Defined Population" means each AI vendor selected in writing by the Office for participation in this agreement that, during the Term, enters into or remains subject to a regulatory mitigation agreement or joint interpretation agreement administered by the Office, together with each AI system covered by that agreement and identified in the Office's written selection, except a vendor or system the Office excludes in writing because no AI inference occurs during the applicable demonstration period or receipt generation is technically infeasible. The Office may also add other voluntary Learning Laboratory participants by written designation. An academic or research participant, system, or activity is excluded unless the Office expressly includes it in the Defined Population by written designation.
- (b) "Covered Event" means an inference event or associated safety or governance control evaluation identified by the Office in the applicable participant agreement or written designation.
- (c) "Valid Clarion Receipt" means a cryptographically signed Clarion attestation receipt that is independently verifiable using verification materials supplied by Clarion and that conforms to the technical profile accepted in writing by the parties.

3. Mandatory Clarion Attestation Requirement. During the Term and unless suspended or withdrawn under Section 8:

- (a) The Office recognizes a Valid Clarion Receipt as accepted evidence that the attestation claims identified in the receipt were generated for the applicable Covered Event.
- (b) For every member of the Defined Population, the Office shall make generation and delivery of a Valid Clarion Receipt for each Covered Event a mandatory condition of initial and continued participation. The Office shall implement that condition through each applicable regulatory mitigation agreement, joint interpretation agreement, participation agreement, written program designation, or other lawful instrument. Other evidence may supplement, but may not substitute for, the required Valid Clarion Receipt.

(c) This MOU binds the Office and Clarion. A vendor is bound to the requirement through the instrument applicable to that vendor, not solely by this MOU. Relevant agencies and governmental entities retain their statutory authority, and this MOU does not limit the Office's audit or information-request rights.

4. Implementation. The Office will identify the Covered Events and include the requirement in each applicable instrument. Clarion will provide the Office and the Defined Population with the receipt issuance, verification materials, reasonable onboarding, and reasonable technical support necessary for this agreement. The parties will periodically assess operability and evidentiary usefulness. Each party will promptly notify the other of any material verification failure or security incident affecting the integrity of a receipt.

5. No Charge; No Procurement Commitment. Clarion will provide the capabilities described in Section 4 to the Office and the Defined Population at no charge during the Term. Neither the Office nor a member of the Defined Population is required by this MOU to purchase any Clarion product or optional service. Any later paid service requires a separate written contract. This MOU does not award a procurement contract, promise future procurement, or prevent the Office from evaluating or recognizing other evidence mechanisms outside this agreement.

6. Meaning and Limits of a Receipt. A Valid Clarion Receipt provides cryptographic evidence of the claims stated in that receipt. It does not, by itself, certify legal compliance, guarantee that a control is effective, establish that an AI system is safe, or replace regulatory judgment, audit, investigation, or other evidence. Unless separately agreed in writing, implementation will not require disclosure to Clarion or the Office of model weights, raw prompts, raw outputs, or underlying personal data; hashes or other non-content identifiers may be used to bind a receipt to a Covered Event.

7. Information; Public Records; Security. Each party will use reasonable measures to protect non-public information received under this MOU. The Office is subject to the Utah Government Records Access and Management Act (GRAMA), and no provision requires the Office to withhold a record contrary to law. Clarion may submit a written claim of business confidentiality where permitted by GRAMA. Each party retains responsibility for security of the systems and information under its control.

8. Term and Termination. This MOU begins on the Effective Date and continues for twelve (12) months, unless terminated earlier. It 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. The Office may terminate this MOU or suspend or withdraw the Section 3 requirement immediately by written notice; Clarion may terminate on thirty (30) days' written notice. 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.

9. Intellectual Property and Verification License. Each party retains its pre-existing intellectual property. Clarion grants the Office a non-exclusive, non-transferable, royalty-free license during the Term, and for record-retention and audit purposes afterward, to use Clarion verification materials solely to verify receipts created under this MOU. No other license or transfer is implied.

- 10. Independence; No Endorsement; Publicity.** This MOU creates no partnership, agency, joint venture, or state endorsement or approval of Clarion or any participant. Neither party may use the other's name, seal, logo, or marks in advertising or issue a joint public announcement about this MOU without prior written approval, except for disclosures required by law. Clarion may accurately state that it is a party to this MOU after receiving the Office's written approval of the proposed wording.
- 11. Responsibility; No Third-Party Beneficiaries.** Each party is responsible for its own acts and omissions to the extent provided by law. Nothing waives any governmental immunity, defense, or limitation of liability. No participant or other third party is an intended beneficiary of this MOU.
- 12. 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. It is the entire agreement on its subject and may be amended only in a writing signed by both parties. Neither party may assign it 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 addresses most recently designated in writing. Sections 6, 7, 8, 9, 10, 11, and 12 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

The parties have executed the Clarion Attestation Pilot & Participation Requirement MOU as of the Effective Date.

OFFICE OF AI POLICY

CLARION AI PARTNERS, LLC

Signature:

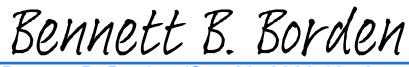

Zachary Boyd (Sep 29, 2026 13:50:54 EDT)

Zachary Boyd

Director, Office of AI Policy

Date: **09/29/2026**

Signature:


Bennett B. Borden (Sep 29, 2026 12:43:47 CDT)

Bennet Borden

Founder & Chief Executive Officer

Date: **09/29/2026**