

EMPATHY ROCKS, INC. D/B/A MPATHIC
AI EVALUATOR RECOGNITION AGREEMENT
MEMORANDUM OF UNDERSTANDING

Between **the Office of Artificial Intelligence Policy** (the "Office") and **Empathy Rocks, Inc. d/b/a mpathic** ("mpathic"). 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 establish mpathic as a recognized independent evaluator of AI systems seeking participation 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 mpathic no 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 mpathic under the terms of this MOU and the applicable Evaluation Services Agreement.
- (d) "Evaluation Rubric" means the criteria, methodologies, and standards used by mpathic 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 mpathic and an Applicant governing the terms, scope, fees, and obligations of an Evaluation Engagement.
- (f) "mpathic Verified" means mpathic's certification that a Covered AI System has completed an Evaluation Engagement and has met the requirements of the applicable Evaluation Rubric. An mpathic Verified certification is issued in the form of a written report and certification letter delivered to the Applicant and the Office.

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

3. Recognition of mpathic as Evaluator.

(a) The Office recognizes mpathic as an independent evaluator authorized to conduct Evaluation Engagements and to issue mpathic Verified certifications for Covered AI Systems seeking Sandbox participation.

(b) The Office will accept an mpathic Verified certification as evidence that the Applicant's Covered AI System has been independently evaluated against the applicable Evaluation Rubric. An mpathic 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 mpathic or any other evaluator recognized by the Office. This MOU does not compel any Applicant to engage mpathic.

(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 mpathic 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.

4. Scope of Services and Evaluation Rubric.

(a) mpathic's evaluation services are expected to encompass two principal categories:

(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) mpathic may phase the availability of services described in Section 4(a) as capabilities are developed. mpathic will notify the Office in writing of any material change in the services it is prepared to deliver. The Office is not required to recognize mpathic Verified certifications for service categories that mpathic has not yet demonstrated readiness to perform.

5. Fee Model; No Cost to the Office.

(a) Evaluation Engagements will be conducted under separate Evaluation Services Agreements between mpathic and each Applicant. Fees for Evaluation Engagements are paid by the Applicant directly to mpathic.

(b) mpathic will provide the Office with reasonable coordination, reporting, and access to certification results at no charge during the Term.

(c) Neither the Office nor the State of Utah is required by this MOU to purchase any mpathic 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 mpathic and the Office for services beyond those described above requires a separate written contract and, where applicable, compliance with state procurement requirements.

6. Certification Process and Limits.

(a) An mpathic Verified certification provides evidence that a Covered AI System has been evaluated against the applicable Evaluation Rubric and has met its requirements as of the date of certification.

(b) An mpathic Verified certification 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.

(c) mpathic will deliver to the Office a written report summarizing the evaluation methodology, findings, and basis for certification or denial for each Evaluation Engagement. mpathic will promptly notify the Office if it becomes aware of information that materially undermines a previously issued certification.

(d) Unless separately agreed in writing between mpathic and the Applicant, an Evaluation Engagement will not require the Applicant to disclose model weights, proprietary algorithms, or underlying personal data to mpathic. Evaluation methodologies may use de-identified data, synthetic data, or other privacy-preserving approaches.

7. Evaluator Independence and Accountability.

(a) mpathic owes a duty of independent professional judgment to the Office in conducting Evaluation Engagements and issuing mpathic Verified certifications. mpathic will not permit an Applicant's commercial interests, fee arrangements, or other considerations to influence the outcome of an Evaluation Engagement or the decision to issue, deny, or revoke a certification.

(b) For each Evaluation Engagement, mpathic will certify to the Office in the accompanying written report that the evaluation was conducted independently, that the findings reflect mpathic's professional judgment, and that no Applicant or third party exerted undue influence over the evaluation process or outcome.

(c) mpathic has an affirmative obligation to report to the Office any material concern identified during an Evaluation Engagement that bears on patient safety, clinical integrity, or Sandbox program integrity, regardless of whether the Applicant receives an mpathic Verified certification.

(d) mpathic will not issue an mpathic Verified certification that does not reflect the genuine results of the applicable Evaluation Engagement. Knowingly issuing a certification inconsistent with the evaluator's findings is a material breach of this MOU and grounds for immediate revocation of recognition under Section 3(d).

(e) The Office agrees to require substantially equivalent independence and accountability obligations of all recognized evaluators as a condition of recognition under the Sandbox. The Office will not recognize an evaluator that has not agreed in writing to obligations at least as protective as those in this Section. mpathic will, upon request, assist the Office in developing minimum evaluator standards consistent with this Section

(f) The Office may, at any time, audit mpathic's evaluation methodology, review completed evaluation reports, or re-evaluate a sample of Covered AI Systems that received an mpathic Verified certification. mpathic will cooperate with any such audit and provide reasonable access to non-privileged evaluation records.

8. Data Protection and PHI.

(a) To the extent that an Evaluation Engagement involves access to, or creation of, protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), mpathic and the applicable Applicant will enter into a Business Associate Agreement or other appropriate agreement before any PHI is accessed or exchanged.

(b) mpathic will implement and maintain reasonable administrative, technical, and physical safeguards to protect non-public information received in connection with Evaluation Engagements.

(c) mpathic will de-identify or remove PHI from any materials shared with the Office unless the Office and the applicable Applicant have agreed otherwise in writing.

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. mpathic may submit a written claim of business confidentiality where permitted by

GRAMA. If the Office receives a request under GRAMA that could result in disclosure of records mpathic has marked or claimed as confidential, the Office will, to the extent permitted by law, promptly notify mpathic in writing and provide mpathic 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 mpathic's recognition as an evaluator 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 mpathic will have thirty (30) days from receipt of such notice to cure before termination or suspension takes effect. The Office may suspend mpathic's 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, mpathic will cooperate reasonably with the Office to ensure orderly transition of any pending Evaluation Engagements. 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. Nothing in this MOU transfers ownership of either party's intellectual property to the other.

(b) mpathic grants the Office a non-exclusive, non-transferable, royalty-free license during the Term, and for record-retention and audit purposes afterward, to use mpathic Verified certification reports and related materials solely for Sandbox administration and oversight purposes.

(c) mpathic retains all rights in the Evaluation Rubric, evaluation methodologies, and the mpathic Verified certification mark.

12. Independence; No Endorsement; Publicity.

(a) This MOU creates no partnership, agency, joint venture, or state endorsement or approval of mpathic, 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), mpathic may accurately state that it is a recognized evaluator under the Utah AI Learning Laboratory without prior written approval. The Office may, on written notice, request correction of any statement it reasonably demonstrates to be inaccurate or misleading, and mpathic will promptly correct such statement.

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 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, mpathic's aggregate liability arising out of or relating to this MOU will not exceed the fees actually received by mpathic 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 mpathic's 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 Evaluator Recognition Memorandum of Understanding as of the Effective Date.

OFFICE OF AI POLICY

Signature:  [Zachary Boyd \(Sep 29, 2026 11:36:36 EDT\)](#)

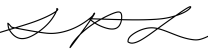
Zachary Boyd

Director, Office of AI Policy

Date: 09/29/2026

Notice Address: ai@utah.gov

EMPATHY ROCKS, INC. D/B/A MPATHIC

Signature: 

Sarah Peregrine Lord

Chief Executive Officer

Date: 09/28/2026

Notice Address: grin@mpathic.ai, legal@mpathic.ai