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**DATA TRANSFER AGREEMENT**  
**for**  
**PROPRIETARY SOFTWARE, PROPRIETARY DATA, AND NON-PROPRIETARY DATA**  
**(FOR NON-HUMAN OR ANIMAL DATA)**

This Data Transfer Agreement for Proprietary Software, Proprietary Data, and Non-Proprietary Data (“**Agreement**”) is by and between (“**Provider**”) and the National Institute of Standards and Technology (“**NIST**”), a federal agency within the United States Department of Commerce, for the transfer of software, access credentials, and AI-generated data for research purposes. NIST enters into this Agreement under the authorities granted by 15 USC 272(b) and (c) and 15 USC 278h-1. Provider and NIST shall be referred to individually as “**Party**” and together as “**Parties.**”

**WHEREAS**, NIST’s Information Technology Laboratory has developed **ARIA** (“Assessing Risks and Impacts of AI”), a sector- and task-agnostic evaluation environment for assessing Artificial Intelligence (“**AI**”) models and systems submitted by third parties;

**WHEREAS**, ARIA encompasses the exploratory research activities that NIST will use to produce measurements on the technical and contextual robustness of the AI models and systems, as further described herein, and it will not be used to test such models and systems for operational, oversight, reporting, or certification purposes;

**WHEREAS**, Provider possesses one or more text-based, large language model AI dialogue systems that generates non-proprietary responses to user inputs (“**Application**”);

**WHEREAS**, Provider wishes to submit such Application to NIST for NIST’s use in the ARIA evaluation environment and therefore desires to provide NIST with access to its Application for such use;

**WHEREAS**, NIST wishes to receive access to such Application for such use, and Provider intends to provide such access by sharing with NIST certain connective software and access credentials for the Application via a Git repository;

**WHEREAS**, NIST intends to use such connective software and access credentials to create an ARIA evaluation user interface (“**UI**”) running on NIST’s and/or a third-party contractor’s public web servers that allows individual test users to interact with the Application, which will continue to be run on Provider-hosted servers, through NIST’s ARIA UI;

**WHEREAS**, NIST intends to utilize the services of a third-party contractor to assist in the creation and management of the ARIA UI and management of users interacting with the Application in the ARIA UI evaluation environment;

**WHEREAS**, in running the Application through the ARIA UI and enabling individual user interactions, NIST will also receive AI-generated data from Provider in the form of responses to user inputs;

**WHEREAS**, Provider will not provide to NIST access to Provider’s IT system in any manner beyond the activities authorized by this Agreement, to include any administration privileges and/or making any changes in Provider’s system; and

**WHEREAS**, NIST and Provider wish to specify the terms and conditions under which the foregoing exchanges shall occur.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Software and Data.** Provider is authorized and agrees to provide to NIST:
  - a. Connective software and access credentials (“**Proprietary Software and Proprietary Data**”), via a Git repository and NIST’s secure network data transfer server, that will enable to NIST to create an ARIA UI through which individual users can access Provider’s Application; and

- b. AI-generated replies from Provider's Application, sent in response to inputs from NIST's individual users ("**Non-Proprietary Data**").

Provider reserves the right to distribute the Proprietary Software and Proprietary Data to others and to use it for its own purposes.

2. **NIST's Use of the Proprietary Software and Proprietary Data.** NIST shall only use the Proprietary Software and Proprietary Data to conduct risk and impact research on the interactions between Provider's Application and individual users, as further described in the attached Appendix A ("**Research Project**"), which by this reference is incorporated herein and made a part hereof. NIST will, *inter alia*, create and collect textual logs of such interactions, including the user inputs and the AI-generated responses ("**Evaluation Logs**"), as well as the written judgments and scoring of trained professional assessors and the questionnaire responses of the individual users (all of the foregoing collectively "**Results**"). NIST shall not re-distribute Provider's Proprietary Software and Proprietary Data except as explicitly authorized herein, and NIST agrees that Provider's Proprietary Software and Proprietary Data will be deleted within sixty (60) days of the conclusion of the Research Project, except that NIST may retain one copy in a secure location solely for the purpose of evidencing compliance with all applicable policies, laws and regulations, including NIST scientific integrity requirements and federal record retention policies.
3. **Evaluation Logs.** During the course of the Research Project, NIST intends to record the Evaluation Logs captured through the ARIA UI. On the Application side of the interaction, Provider may, at its discretion, also record and capture such Evaluation Logs. Provider agrees that its use of any such Evaluation Logs shall be in accordance with the terms hereof.
4. **Whistleblower Protection Act.** These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.
5. **NIST Contractors.** NIST intends to contract with one or more third parties to create and manage the ARIA UI for the Research Project ("**NIST Contractors**"). The NIST Contractors will likewise coordinate the interactions of the individual users with Provider's Application. In this way, the NIST Contractors will receive the Non-Proprietary Data from Provider, as well as certain initial Results from the ARIA assessors and users, including the Evaluation Logs, all of which the NIST Contractors will then anonymize, including removing the personally identifiable information ("**PII**") of individual assessors and users. NIST will ultimately receive from the NIST Contractors the anonymized versions of the Non-Proprietary Data and the Results. Whether or not delegated to the NIST Contractors, NIST shall remain responsible for its obligations under this Agreement.
6. **Public Disclosure.**
  - a. **NIST.** NIST may publicly disclose the anonymized Non-Proprietary Data and the Results, including the anonymized Evaluation Logs, as well as NIST's analyses of the same ("**Analysis**"), including through written publications, web site content, and presentations. NIST intends to, and Provider agrees that NIST may, make the anonymized Non-Proprietary Data and the Results available to the public, at NIST's discretion, including by the sharing of the same with other submitters of AI models and systems for use in the Research Project.
  - b. **Provider.** At the conclusion of the Research Project, if Provider has independently recorded any portion of the Evaluation Logs, Provider may, at its discretion, independently release its own Non-Proprietary Data. However, Provider agrees that it shall not release any portion of the Evaluation Logs *other than* its Non-Proprietary Data, i.e., Provider agrees not to disclose any portion of the Evaluation Logs other than that generated by Provider's own Application. Provider may publicly identify and assert its Application's

generation of Provider's Non-Proprietary Data in any NIST publication containing the same, so long as Provider's identification is in accordance with the terms hereof.

7. **Modification of the Proprietary Software, Proprietary Data, and Non-Proprietary Data.** NIST reserves the right to remove and archive parts of the Non-Proprietary Data that could be considered offensive or otherwise inappropriate. NIST reserves the right to alter the formatting of the Proprietary Software, Proprietary Data, and Non-Proprietary Data to ensure proper format for further processing.
8. **Software Application Requirements.** Provider must meet and comply with all Software Application Requirements included in the attached Appendix B, which by this reference is incorporated herein and made a part hereof.
9. **Expiration; Termination; Amendment.** This Agreement shall be effective upon full execution by both Parties ("**Effective Date**") and shall expire on February 1, 2027, unless terminated earlier by either Party after thirty (30) days' advance notice to the other Party. If Provider terminates the Agreement, NIST agrees to cease all use of Provider's Application in the Research Project, including use of the Proprietary Software and Proprietary Data, within thirty (30) days of the date of notice. Termination shall have no effect on NIST's use of any Non-Proprietary Data generated prior to the effective date of Provider's termination. The terms of this Agreement may only be modified or amended by a writing signed by the Parties' authorized representatives.
10. **Warranty.** The Proprietary Software, Proprietary Data, and Non-Proprietary Data is provided as a service to the research community. IT IS BEING SUPPLIED TO NIST WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Proprietary Software, Proprietary Data, or Non-Proprietary Data will not infringe any patent or proprietary rights of third parties.
11. **Intellectual Property.** NIST shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project.
12. **Governmental Endorsement.** Provider agrees not to claim, infer, or imply Governmental endorsement of the Research Project, personnel conducting the Research Project, any resulting commercial products, or Provider's Application. Provider expressly acknowledges that the Research Project is an exploratory research activity, and the ARIA evaluation environment does not provide testing for operational, oversight, reporting, or certification purposes.
13. **Liability.** NIST's responsibility for the actions or omissions of its employees or claims that may arise out of this Agreement are governed by the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, the Federal Employees Compensation Act, 5 U.S.C. § 8101 *et seq.*, the Anti Deficiency Act, 31 U.S.C. § 1341, or such other Federal legal authority as may be pertinent.
14. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the United States. All Actions concerning this Agreement shall be brought in the Federal district courts of the United States.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**PROVIDER:**

\_\_\_\_\_  
Date

Provider Mailing Address for Notices:

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY:**

\_\_\_\_\_  
Jeffrey DiVietro, PhD  
Deputy Director, Technology Partnerships Office  
Date

Mailing Address for Notices:

NIST Technology Partnerships Office  
Attn: Partnership Agreements Administrator  
100 Bureau Drive, Gaithersburg, MD 20899-2200  
E-mail: [agreements@nist.gov](mailto:agreements@nist.gov)

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## Appendix A Research Project

### PROVIDER Principal Investigator:

### NIST Principal Investigators:

Reva Schwartz  
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Information Access Division  
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### Research Description:

ARIA (Assessing Risks and Impacts of AI) is a NIST Information Technology Laboratory evaluation environment created to improve the measurement of AI risks, opportunities, and impacts to people and society. ARIA will foster a dedicated research community to explore how AI risks arise and contribute to impacts in pseudo-real world conditions. ARIA will explore risks in large language model dialogue systems at three levels of evaluation – (1) model testing to confirm claimed model capabilities, i.e., a non-exhaustive confirmatory test that the model is functioning as claimed, (2) red teaming to identify potential adverse outcomes of an AI model or system and to stress test model safeguards, and (3) field testing to investigate potential positive and negative impacts of an AI model or system under regular use by people. This Research Project is an exploratory research activity, and Provider's AI model or system will not be tested for operational, oversight, reporting, or certification purposes.

NIST's tasks under this Research Project in this Agreement may be performed by a third-party contractor in compliance with the terms and conditions described herein.

Provider will participate in the ARIA evaluation program by providing NIST with credentialed access, via connective software and an Internet connection, to its large language model AI dialogue system that responds to user requests for information by generating non-proprietary textual outputs implementing one or more of the ARIA scenarios: (1) TV Spoilers, (2) Meal Planner, or (3) Path Finder, as described in the *NIST Assessing Risks and Impacts of AI (ARIA) Pilot Evaluation Plan*.

NIST will evaluate Provider's AI dialogue system in the three above-described modes of evaluation by asking users to interact with the dialogue systems while NIST records a log of the dialogue prompts and responses along with responses from user questionnaires. Trained assessors will evaluate dialogue log output, including prompts and interactive data and sequences from red teamers and field testers. Non-Confidential Data and Results may be made public by the Parties in accordance with the terms and conditions of this Agreement.

### Benefit to NIST:

NIST will benefit from insights about the applicability of various approaches for evaluating specific risks and the effectiveness of AI guardrails and risk mitigations, and NIST will also improve practices for assessing negative and positive impacts of AI.

### Benefit to Provider:

Provider will benefit from having its AI dialogue system assessed in an impartial evaluation framework. Provider will contribute to designing evaluations of socio-technical systems which will foster better understanding and further development of such technologies.

## **Appendix B Software Application Requirements**

1. The Application **MUST** be a textual dialogue system between a user and the system with a prompt length of at least 512 characters to enable user flexibility.
2. The Application **MUST** implement a user session paradigm where the system may self-adapt within a user session but **MUST** be resettable to the same session-initial state that does not change for the duration of the Research Program.
3. The Application **MUST NOT** model or adapt to user interactions, context, and dialogue across user sessions.
4. The Application **MUST** automatically adjust to the user's interpretation of scenario requirements (including the subject matter and applicable constraints on the Application) as defined in the evaluation plan through user dialogue.
5. Responses generated by the Application **MUST** be generated by software and not involve human input from the Provider side of the interaction.
6. The Application **MUST** implement the ARIA System Interaction API so that NIST can capture dialogue logs for further analysis.
7. The Application **MUST** not allow NIST to access Provider's IT system in any manner beyond the activities authorized by this Agreement, to include any administration privileges and/or making any changes in Provider's system.

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