



**MASTER AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE
POLICY, THE DIVISION OF PROFESSIONAL LICENSING, AND UNIVERSITY OF
UTAH HEALTH**

Section 1. Parties

A. The Office of Artificial Intelligence Policy created in Utah Code § 13-72-201, an office within the Utah Department of Commerce (hereinafter “Office”).

B. The Division of Professional Licensing, a division within the Utah Department of Commerce (hereinafter the “Division”)

C. The University of Utah, a body politic and corporate of the State of Utah, on behalf of its University of Utah Health (hereinafter “Participant”).

Section 2. Commencement Date and Participation Period

This Master Agreement (hereinafter “Agreement”) shall become effective upon execution by the parties as of the later of the dates listed in Section 17 and shall govern each subsequently executed Pilot Addendum (defined below).

Section 3. Purpose and Authority

A. The Office is a state agency authorized to administer the Artificial Intelligence Learning Laboratory Program (Utah Code. § 13-72-301).

B. The Office may, in consultation with relevant agencies, negotiate and grant limited regulatory mitigation agreements to further the purposes of the Artificial Intelligence Learning Laboratory Program (Utah Code § 13-72-401).

C. The Division is a state agency that administers and enforces all licensing laws of Title 58, Occupations and Professions (Utah Code § 58-1-103).

D. This Agreement establishes a reusable contractual framework under which the Parties may enter future project-specific regulatory mitigation arrangements (each, a “Pilot Addendum”) involving artificial intelligence technologies, subject to applicable law and review by the Office.

E. This Agreement does not constitute an endorsement or approval from the State of Utah or any of its political subdivisions of Participant’s use of artificial intelligence technologies.

F. Participant enters into this Agreement solely in its capacity as a “participant” as that term is defined in Utah Code § 13-72-101(16). Participant does not enter into this Agreement as a “governmental entity” under Utah Code § 13-72-101(10), and Participant’s signature below is not given by or on behalf of a “governmental entity head” under Utah Code § 13-72-101(11).

G. The Office shall conduct the consultation required by Utah Code § 13-72-401(5), and any evaluation under Utah Code § 13-72-402(2), with agencies and governmental entities other than Participant. Participant shall not participate in: (a) the Office’s evaluation of Participant’s eligibility or (b) the Office’s evaluation of Participant audit conducted under Utah Code § 13-72-401(6).

Section 4. Scope of Mitigation

A. No mitigation is granted under this Agreement unless approved in a written Pilot Addendum incorporated into this Agreement.

B. Any mitigation granted shall be limited strictly to terms expressly stated in a Pilot Addendum approved by the Office and, where applicable, any relevant agency.

C. Participant is subject to all applicable Federal, State and local laws not expressly waived or modified by the terms of this Agreement through a Pilot Addendum, including any changes to existing law during the demonstration period (Utah Code § 13-72-401(7)). If any change to relevant laws affects the enforceability of any provision of this Agreement or a Pilot Addendum, the parties will meet and confer in good faith to pursue any necessary amendments. If such amendment is required, the terms and mitigation described in this Agreement or applicable Pilot Addendum will remain in full force and effect to extent permitted under applicable law until any amendment is executed. If no new agreement can be made, this Agreement or any affected Pilot Addendum will be terminated effective on the day the relevant law went into effect or when the parties mutually agree no amendment can be reached, whichever date is later.

D. Except as related to the relief granted in each future Pilot Addendum, nothing in this Agreement or any future Pilot Addendum prevents any user of the Participant’s AI technology, any third party, the State of Utah, or any of its subdivisions other than the Division, from seeking any legally available remedy from Participant in the event such user or third party is physically harmed as a result of using the Participant’s AI technology.

E. Each approved Pilot Addendum shall include a Schedule A that expressly identifies: (i) the specific regulatory provisions waived or modified; (ii) any limitations on administrative or civil penalties; (iii) the applicable cure period(s); (iv) any safe harbor protections for compliant conduct; and (v) any limitations on enforcement actions by the Office, the Division, or other

participating agencies. No Pilot Addendum shall become effective unless it includes a completed Schedule A addressing each of the foregoing items, even if the determination for a particular item is that it does not apply.

F. Upon execution of any approved Pilot Addendum, Participant shall receive the protections stated in the applicable Schedule A for the duration of the pilot period, subject only to the cure, termination, and enforcement provisions of this Agreement.

G. For activities conducted in material compliance with an approved Pilot Addendum and the terms of this Agreement, the Office and the Division shall not initiate administrative enforcement action against Participant based solely on conduct expressly authorized by the applicable Pilot Addendum, unless Participant has first been provided written notice of alleged noncompliance and an opportunity to cure in accordance with Section 6(J).

H. Any administrative or civil penalty imposed, where applicable, by the Office or the Division for conduct within the scope of an approved Pilot Addendum shall not exceed the maximum amount expressly stated in the applicable Pilot Addendum Schedule A.

Section 5. Future Pilot Addenda

A. Each Pilot Addendum shall substantially include the applicable information requested in this Agreement and any specific requirements outlined within the Addendum.

B. Office and the Division agree that Participant may insert or attach its standard required contracting provisions to each Pilot Addendum.

C. The Office reserves the right, following consultation with relevant agencies, to mandate that Participant utilize qualified third-party contractors to perform functions related to the vetting, review, and oversight of certain Pilot Addenda. If the Office notifies Participant that a third-party contractor is required for a pilot addendum and Participant does not withdraw its request for the pilot addendum, Participant shall be responsible for all costs associated with the engagement of such contractors as described in the Pilot Addendum. Any such costs shall be commercially reasonable and shall not exceed the amount approved by Participant in the Pilot Addendum without Participant's prior written consent.

Section 6. General Participant Obligations

Unless the Office determines otherwise in writing, Participant agrees as follows:

A. Capacity

Participant shall possess the technical expertise, financial resources, and capability to responsibly deploy and use the proposed artificial intelligence technology described in any Pilot Addendum. Participant shall also have an effective plan to monitor and minimize both identified and potential risks from the activities of Participant's AI technology associated with any Pilot Addendum.

B. Safeguards

1. Participant shall abide by safeguards, including safety measures, testing protocols, quality assurance, and oversight methodologies outlined in each Pilot Addendum to protect users of Participant's AI technology from potential harm that may result from such activities. Participant shall abide by any other safeguards prescribed by the Office set forth in future Pilot Addenda.
2. Participant is fully responsible for the proper and efficient monitoring, operation, and maintenance of any activities stemming from the mitigation granted in this Agreement or subsequent Pilot Addenda.

C. Permissions

1. Participant may make public statements or engage in related publicity consistent with scope and purpose of this Agreement, except that Participant shall not include any statement in advertising, media, or promotional materials that implies the Office's or State of Utah's endorsement of Participant or Participant's technology.
2. Except as related to the relief granted in this Agreement, Participant is responsible for obtaining and maintaining all necessary permits, licenses, and permissions required for the activities in Participant's Proposal from other federal, state, or local government agencies having jurisdiction over the project. Participant shall furnish any such permits and approvals to the Office upon request.
3. In the event a Pilot Addendum is structured as a phased pilot, Participant shall not commence any succeeding phase without the prior written approval of the Office. The Office shall use reasonable efforts to timely respond to a phase-advancement request. If the Office does not respond within thirty (30) business days of receiving a complete phase-advancement request, such request shall be deemed approved.

D. Data Security

1. Participant shall comply with all privacy and safe data usage requirements as set forth in each Pilot Addendum and as stipulated by the Office.
2. Participant shall not use any information, technology, or advantage gained from this Agreement in a manner that is illegal, unethical, or contrary to public interest, including, selling user data or engaging in undisclosed targeted advertising.

E. Cybersecurity

1. Participant shall implement reasonable protections against data leaks to minimize the risk of breach of confidential information in accordance with the data security and privacy protection protocols described in a Pilot Addendum and with general cybersecurity best practices. These protections include:

- a. Keeping data system testing environments separate from production environments;
- b. Maintaining reasonable server and storage capacity to enable continuous availability of data systems;
- c. Formally managing technology assets through their lifecycle; and
- d. Using integrity checking mechanisms to verify software, firmware, and information integrity.

2. Participant shall ensure that its cyber security framework is regularly updated to address emerging threats and vulnerabilities.

F. Disclosures

Participant shall abide by any disclosure requirements specified in each Pilot Addendum.

G. Reporting

1. Participant shall, for the duration of this Agreement, submit monthly, quarterly, and annual reports to the Office at ai@utah.gov as described in each Pilot Addendum. All reports shall include the information specified in each Pilot Addendum.

2. For the duration of this Agreement, the Office will make quarterly reports available to the public.

H. Mitigation Plan

Reserved

I. Privacy / HIPPA / Research Compliance

Reserved

J. Failure to meet obligations.

1. If Participant fails to meet any of the obligations set forth in Section 6 of this Agreement, the Office shall provide Participant with written notice describing the alleged deficiency in reasonable detail. Unless Participant engages in gross negligence or willful misconduct, Participant shall have not less than thirty (30) calendar days from receipt of such notice to cure the deficiency or, if the deficiency is not reasonably capable of cure within thirty (30) days, to commence cure within such period and diligently pursue completion pursuant to a mutually agreed remediation plan.

2. Unless Participant engages in gross negligence or willful misconduct, no Pilot Addendum shall be terminated without the Participant's express, written consent, and no administrative remedies shall be pursued with respect to activities covered by such Pilot Addendum, unless (a) Participant has received written notice under Section 6(J)(1), (b) the applicable cure period has expired, and (c) Participant has failed to cure, has materially breached an agreed remediation plan, or has failed to put forward a mutually agreeable remediation plan. If Participant fails to meet the conditions in this section, the relevant Pilot Addendum may be terminated and relevant agencies may pursue normal administrative remedies to address the failure of Participant to meet its obligations under this Section 6 and for prospective acts or omissions of Participant previously covered by such Pilot Addendum.

Section 7. Notice

All notices required to be given, by either Party to the other, shall be deemed fully given when delivered physically or by email.

Office primary email: ai@utah.gov

Division primary email: dopl@utah.gov

Participant primary email: Jim.Hotaling@hsc.utah.edu

Section 8. Indemnification

A. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the “Immunity Act”). All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

B. Pursuant to Utah Code § 13-72-401(10), neither the Office nor the Division shall be responsible for any claims, liabilities, damages, losses, or expenses arising out of a participant's involvement in the learning laboratory, or actions taken in accordance with this Agreement.

Section 9. Intellectual Property

A. Nothing in this Agreement shall be construed to transfer, assign, license, or otherwise convey any intellectual property rights from one party to the other. Each party retains all right, title, and interest in and to any intellectual property (including algorithms, models, software, data structures, protocols, designs, developments, documentation, improvements, inventions, processes, techniques, technology, tools, and any other proprietary rights) it owns, develops, or otherwise controls, whether created before, during, or after the term of this Agreement, and regardless of whether such development occurs in connection with, in performance of, or independently of this Agreement. No rights are granted by implication, estoppel, or otherwise.

B. New IP shall be governed by terms provided in the applicable Pilot Addendum.

Section 10. Public Records

A. The Office is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-103 to 63G-2-901 (“GRAMA”). Accordingly, records in the Office’s possession, including this Agreement, may be subject to public disclosure. The Office’s confidentiality obligations shall comply with GRAMA. The Office will classify Participant’s application for regulatory mitigation and any reports required by Section 6 of this Agreement as protected records, where permitted by applicable law, in accordance with Utah Code §§ 63G-2-305 and 63G-2-309, except where explicitly stated in this Agreement or a Pilot Addendum

B. Participant shall submit all confidentiality claims to the Office in accordance with Utah Code § 63G-2-309 for any confidential, proprietary, or trade secret information. To the extent permitted by GRAMA, the Office shall treat Participant’s additional information (collectively, with Participant’s application and any required reports, “Participant Information”) submitted in

connection with this Agreement or any Pilot Addendum as protected records in accordance with Utah Code § 63G-2-305, except where explicitly stated in this Agreement or a Pilot Addendum. The Office shall provide Participant with prompt written notice of any GRAMA request or other legal process seeking disclosure of Participant Information and, where permitted, a reasonable opportunity to seek protection prior to disclosure. To the extent disclosure is required, the Office shall disclose only the portion required by law and use reasonable efforts to redact Participant Information. The Office shall use Participant Information solely for purposes of administering this Agreement and shall not use such information to develop or train artificial intelligence systems without Participant's prior written consent.

Section 11. Choice of Law, Venue, and Jurisdiction

This Agreement shall be governed by and construed pursuant to the laws of the State of Utah. The Parties will submit to the jurisdiction of the court of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue shall be in the Third Judicial District in and for Salt Lake County, State of Utah.

Section 12. Termination

A. Except as otherwise provided in Section 6(J), The Office or Participant may terminate this Agreement at any time, and for any reason. (Utah Code § 13-72-401(8)). Receipt of such notice shall immediately terminate this Agreement, unless the Parties stipulate otherwise. Upon termination, Participant shall no longer be protected by the mitigation provisions of this Agreement as of the date of termination.

B. Any active Addendum may be separately terminated or wound down pursuant to its own terms.

C. Termination of this Agreement shall not relieve Participant of any final report obligations specified in this Agreement or a Pilot Addendum.

Section 13. Assignment, Transfer, and Collateral Use

Participant may not assign or transfer regulatory mitigation granted in this Agreement without the prior written consent of the Office. Approval of an assignment does not establish any legal relationship between the Office and any other third party. The Office shall not be liable for any act or omission committed pursuant to such an assignment.

Section 14. Additional Terms

Reserved.

Section 15. Entire Agreement

A. Each approved Pilot Addendum shall be incorporated into this Agreement.

B. This Agreement, together with all Pilot Addenda approved by the Office, shall jointly constitute the entire agreement between the Parties regarding the subject matter hereof.

C. This Agreement, together with all Pilot Addenda approved by the Office, supersede any other written or oral understanding of the Parties. In the event of a conflict between this Agreement and a Pilot Addendum, this Agreement governs. This Agreement may not be modified except by a written instrument executed by all Parties. This Agreement may be signed in counterparts, and may be signed electronically.

Section 16. Agreement Extension

Participant may request no more than 2 extensions of up to 12 months for regulatory mitigation granted in each Pilot Addendum. Extension requests must be made no later than 30 days before the end of the ongoing 12-month period. The Office, in agreement with the Division, shall grant or deny an extension request before expiration of the initial demonstration period in accordance with Utah Code § 13-72-403.

Section 17. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement and it shall be effective as of the later of the dates listed below.


Zachary Boyd (Sep 9, 2026 21:06:29 MDT)
ZACHARY BOYD, PhD
Director
Office of Artificial Intelligence Policy

09/09/2026

Date



MARK STEINAGEL
Director
Division of Professional Licensing

09/10/2026

Date



JIM HOTALING
Chief Innovation Officer, UofU Health
UNIVERSITY OF UTAH HEALTH

09/09/2026

Date