

AI RIDER

1. DEFINITIONS

- a. **“Agreement”** means the Agreement between Provider and the City, annexed hereto, and all riders and appendixes thereof.
- b. **“AI Inputs”** means any and all Data that is entered into or captured by an AI Product, including but not limited to prompts, training data, and APIs, repositories, or City Data incorporated into an AI Product or made available for an AI Product to access.
- c. **“AI Outputs”** means any and all Data produced by an AI Product or training process thereof, including but not limited to responses to prompts, revised or fine-tuned models, and analytics.
- d. **“AI Policies”** means City-issued policies and standards relating to the use of AI Products, as may be amended from time to time.
- e. An **“AI Product”** means any and all trained, self-improving, or machine learning software, models, algorithms, features, hardware, or tools or aids of any kind.
- f. **“Authorized User”** means the City, including its duly authorized employees, agents, consultants, auditors, other independent providers, and any external users, including members of the public for public-facing products, contemplated by the Parties.
- g. The **“City”** means the City of New York and/or a county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution, or agency of government, the expenses of which are paid in whole or in part from the City of New York’s treasury, or an entity created under New York law specifically for the benefit of the City or to serve persons present in the City of New York and that has one (1) or more members or directors of which are appointed by the mayor or City Council (e.g., the New York City Board of Elections).
- h. **“City Data”** means (1) Data characterizing the City or its behavior; (2) Data created, generated, stored, or maintained by, at the direction of, or for the benefit of the City; and (3) any copies or derivatives of such Data, including metadata.
- i. **“Cyber Command”** means the Office of Cyber Command, established within the New York City Office of Technology and Innovation (**“OTI”**), that is empowered to ensure compliance with Policies and Standards, mitigate cyber threats, mandate deployment of technical and administrative controls, review cyber related spending, and collaborate with federal and state government agencies and private sector organizations.
- j. **“Data”** means any information, representation(s) of information, knowledge, facts, ideas, concepts or similar including any texts, instructions, documents, databases, diagrams, graphics, drawings, images, sounds, model parameters, hyperparameters, or biometrics that are accessed, communicated, created, generated, stored (in temporary or permanent form), filed, produced, or reproduced, processed, referenced, or transmitted, in any form or media.
- k. **“Department”** means the City component or entity that has entered into this Agreement.
- l. **“Identifying Information”** means any information provided by the City to Provider or obtained by Provider in connection with the Agreement in that may be used on its own

or with other information to identify or locate an individual, including information based on, inferred, created, or derived from, or otherwise incorporating Identifying Information. Identifying Information includes, but is not limited to, trained or fine-tuned model parameters and other AI Outputs informed by Identifying Information.

- m. “Intellectual Property”** means all proprietary information, patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, and trade secrets of either Party, including, but not limited to, such rights relating to the origin, design, manufacture, programming, operations, function, configuration, or service of the licensed product.
- n. “Provider”** means a person or entity engaged by the City of New York to provide product(s) under the Agreement, whether directly or through a third-party reseller.

2. INTELLECTUAL PROPERTY

- a.** Provider acknowledges that, to the fullest extent provided by law, all right, title, and interest in City Data and data derived therefrom, including but not limited to City Data which is used as AI Input or which is itself AI Output, shall remain, or upon creation become, the exclusive property of the City. Provider has no Intellectual Property interest in, right to, or other claim to City Data, including but not limited to City Data which is used as AI Input, or which is itself AI Output.
- b.** The City hereby retains all right, title, and interest in and to any suggestion, enhancement request, recommendation, correction, or other feedback (“Feedback”) provided to Provider relating to an AI Product. Provider may use such Feedback solely in connection with its provision of an AI Product to the City. Any feedback from the City is provided “as is,” and the City disclaims any and all warranties.
- c.** Provider will cooperate with the City and the Department to protect the City’s Intellectual Property and City Data and will promptly notify the Department and the New York City Law Department if Provider becomes aware of any potential infringements of those rights in connection with its AI Product or the Agreement.
- d.** Provider represents and warrants that Provider has obtained all Intellectual Property Rights and licenses necessary to provide any AI Product it offers to the City.

3. SECURITY

- a.** The City reserves the right to inspect security and technical safeguards which may include training, tuning, testing and maintenance data relating to AI Products and/or compliance with industry security practices and certifications, by giving Provider reasonable notice.
- b.** As applicable, Provider shall maintain logs of user and AI Product activity in a manner that would enable the investigation of abuse or misuse of an AI Product.
- c.** Provider shall notify the Department and Cyber Command within 24 hours of any incident or suspected incident that may impact the safety, security, or reliability of an AI Product, AI Inputs, AI Outputs, or City Data.

4. DATA USE

- a. Provider shall not commingle City Data with non-City Data that is uploaded by Provider, its customers, or other third parties and stored by Provider. Provider shall provide the City with details of how it performs data segregation.
- b. Provider shall not use or permit the use of City Data for the purpose of developing or training any AI Product without the City's prior written consent.
- c. Provider shall not export City Data, including any AI Product or products that contain or were created with the involvement of City Data, outside the United States except with the express written permission of the City, and then only for the City Data specified in that permission.
- d. Provider warrants that its AI Product will not access, modify, or delete City Data except as specifically directed by an Authorized User and only to the extent such Authorized User has permissions to access, modify, or delete such City Data.
- e. Provider shall ensure that any City Data that an Authorized User inputs into an AI Product accessed via the Provider shall be kept confidential, and neither the AI Inputs nor AI Outputs will be disseminated beyond the Provider and any other third party that is necessary for the AI Product to function.

5. PRIVACY

- a. If Provider provides an AI Product to collect, disclose, use, or access Identifying Information on behalf of the City, the Department may determine that the City's Identifying Information Rider (IIR) shall also apply.

6. AI PERFORMANCE WARRANTY

- a. Provider hereby warrants that any AI Product it provides to the City will perform in accordance with its specifications and will be subject to ongoing bias mitigation as applicable.
- b. Provider shall make available to the City defined functionality and performance scope and metrics including product specifications, model cards, and bias audits for any AI Product it provides.

7. COMPLIANCE

- a. Provider represents and warrants that its AI Product and any associated services are and shall remain in compliance with all federal, state, and local laws, standards, frameworks, and regulations.
- b. Provider shall promptly notify the City of any change in its compliance status that could reasonably be expected to affect the delivery of services under this Agreement or the security, confidentiality, or integrity of City Data.
- c. Provider shall notify the City at least 90 days prior to the release of new AI Products made available to the City under the Agreement. The City makes a determination to use AI Products on a case-by-case basis. The City reserves the right to reject or discontinue use of the AI Products consistent with the City's rights under the Agreement.

8. POLICIES

- a. In the event that the City issues AI Policies that would materially impact Provider's obligations under the Agreement, the City will notify Provider of such AI Policies, and the Parties will discuss the impact of such AI Policies in good faith, with a goal of cooperation and compliance.

9. CITY RISK ASSESSMENT

- a. AI Products may be subject to a risk assessment by the City. If such a risk assessment has been completed, and the City's written disposition requires Provider to comply with the City's prescribed measures ("**City AI Measures**"), then, in addition to complying with this Agreement, Provider shall work with the City in good faith to comply with the City AI Measures.
- b. Any written disposition of a risk assessment by the City shall not be deemed to constitute an endorsement of the AI Product or a certification that the AI Product satisfies the City AI Measures or the requirements under this Agreement. Provider remains fully responsible for ensuring compliance with the City AI Measures and this Agreement. At all times during the term of this Agreement, Provider agrees to cooperate with the City to ensure that Provider is in compliance with all City AI Measures and the provisions of this Agreement.

10. INDEMNIFICATION

- a. Without limiting Provider's indemnification obligations under the Agreement to defend, indemnify or hold harmless the City, with regard to AI Products, Provider shall defend, indemnify, and hold the City, including its employees, officials, and Authorized Users (each an "**Indemnitee**") harmless from any and all judgments, damages, liabilities, amounts paid in settlement, awards, fines, penalties, disbursements, costs, and expenses (including witness fees, expert fees, investigation fees, travel expenses, bonds, the cost of establishing the right to indemnification under this Section 10(a), court or arbitration costs and reasonable attorney's fees) to which an Indemnitee may be subjected, become liable to pay, suffer or incur in connection with any claim, allegation, suit, subpoena, action or proceeding (whether completed, actual, pending, threatened, civil, criminal, investigative, administrative, meritorious or without merit) that arises from or relates to (a) breach of confidentiality; (b) costs and expenses to which an Indemnitee may be subject in connection with any operations of Provider and/or its subcontractors to the extent resulting from any negligent act of commission or omission, or any intentional tortious act; (c) failure to comply with the provisions of this Agreement (including but not limited to a breach of representations and warranties) or of the law; (d) the infringement of any copyright, trade secret, trademark, patent or other tangible or intangible property or personal right of any third party by Provider or its subcontractors; or (e) actions taken by an AI Product supplied by Provider, except where those actions were specifically requested in all particulars by an Authorized User. Provider shall defend, indemnify, and hold the Indemnities harmless regardless of whether the alleged infringement arises out of the use of an AI Product in a manner not

expressly contemplated in this Agreement, or in combination with any hardware, equipment or other software not provided or authorized by Provider. Insofar as the facts or the law relating to any claim would preclude an Indemnitee from being completely indemnified by Provider, such Indemnitee shall be partially indemnified by Provider to the fullest extent permitted by law.

11. MATERIAL BREACH

- a.** Violation of any part of this Rider shall constitute a material breach of the Agreement.

12. HEADINGS

- a.** Headings are inserted only as a matter of convenience and for reference and in no way define, limit, augment, or describe the scope or intent of this Attachment.