

ODA3 INSTITUTE

LEGAL AGREEMENT

UAIF Data Contribution Agreement

Benchmarking Data Contribution Terms

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Document Control

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UAIF Data Contribution Agreement

Benchmarking Data Contribution Terms

Data Protection Notice: This Agreement is intended to support compliance with the EU General Data Protection Regulation (GDPR) and Indian data protection law, including the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025, to the extent their provisions are in force and applicable. It must be signed BEFORE contributing any data to the UAIF benchmarking pool. Contributing data without a signed Agreement is not permitted. Data protection queries: contact@oda3.org.

This Data Contribution Agreement ("Agreement") is between ODA3 Pvt Ltd (trading as ODA3 Institute), incorporated under the laws of India ("ODA3" or "Data Controller" in data protection and legal contexts; "ODA3 Institute" in all market-facing, licensing, and GEL-related contexts per the GAISSE Ecosystem Licence (GEL v1.0) Preliminary: Entity Definition), and the organisation identified in the signature block below ("Contributor").

This Agreement governs the Contributor's submission of incident data, calibration data, and related information to ODA3 for use in the UAIF benchmarking programme. It supplements GEL v1.0 Section 8 (Contributions) for data contributions; where this Agreement makes specific provision for Contributed Data, including the withdrawal rights in Section 8, this Agreement applies.

1. Definitions

Term	Definition
Contributed Data	All data, datasets, records, annotations, and related materials submitted by the Contributor to ODA3 under this Agreement, including AI incident records, harm weight assessments, and sector calibration parameters.
Anonymised Data	Data from which all direct and indirect identifiers have been removed or modified so that re-identification of individuals, organisations, or systems is not reasonably possible, taking account of all means reasonably likely to be used (GDPR Recital 26), such that the data is no longer Personal Data under GDPR Article 4(1).

Term	Definition
Aggregated Data	Statistical summaries, derived weights, benchmark indices, and other outputs derived from Contributed Data that cannot reasonably be attributed to any individual contributor.
Personal Data	Any information relating to an identified or identifiable natural person, as defined in GDPR Article 4(1).
Processing	Any operation performed on data, including collection, storage, use, and disclosure, as defined in GDPR Article 4(2).
Withdrawal	The Contributor's exercise of its right to request deletion of Contributed Data under Section 8.

2. Data Submission Requirements

2.1 Anonymisation Standard

All Contributed Data submitted under this Agreement MUST be anonymised BEFORE submission, so that it is no longer Personal Data under GDPR Article 4(1), applying the identifiability test in GDPR Recital 26. Pseudonymisation (GDPR Article 4(5)) does not meet this standard. Specifically:

- All names of individuals, employees, contractors, and customers must be removed or replaced with non-identifiable codes
- All organisation names, system names, and product names must be removed unless already in the public domain
- All IP addresses, device identifiers, and system-specific identifiers must be removed or generalised
- All dates must be generalised to month/year unless the specific date is already public knowledge
- Incident descriptions must be reviewed to ensure no combination of fields permits re-identification

Pseudonymised Data Is Not Anonymised. Data where identifiers are replaced with codes (pseudonymisation) remains Personal Data under GDPR. ODA3 cannot accept pseudonymised data under this Agreement. If you cannot fully anonymise data, contact contact@oda3.org before submitting.

2.2 Contributor Responsibility

The Contributor is responsible for ensuring that Contributed Data meets the anonymisation standard before submission. ODA3 may audit submitted data and reject or delete contributions that do not meet this standard. The Contributor indemnifies ODA3 against any claim arising from incorrectly anonymised data submitted by the Contributor.

2.3 No Submission of Special Category Data

The Contributor MUST NOT submit data that includes, or could be used to derive, special category personal data as defined in GDPR Article 9 (including health data, biometric data, data revealing racial or ethnic origin, political opinions, or religious beliefs), or personal data relating to criminal convictions and offences (GDPR Article 10).

3. Licence Grant and Commercial Use Authorisation

3.1 Licence to ODA3

By submitting Contributed Data under this Agreement, the Contributor grants ODA3 Institute (ODA3 Pvt Ltd) a worldwide, royalty-free, perpetual (subject to Section 8) licence to the Contributed Data. Where Contributed Data or insights derived from it are incorporated into Licensed Material as defined in GEL v1.0 Section 3.1, the terms of GEL v1.0 govern onward use and distribution of that material. The specific licence rights granted are:

- use, store, process, and analyse the Contributed Data for the purposes of improving the UAIF specification and developing UAIF-related products;
- incorporate insights, patterns, and derived findings from the Contributed Data into ODA3 Institute commercial products and services, including UAIF Sector Calibration Packages (licensed to third parties under separate commercial licences per UAIF-LIC-003 and GEL v1.0 Section 17);
- publish Aggregated Data derived from the Contributed Data without restriction, subject to any attribution requirements under GEL v1.0 Section 6 where such data forms part of Licensed Material;
- share Contributed Data with third-party research partners under confidentiality obligations at least as protective as this Agreement. Research partners are prohibited from using Contributed Data as training data, fine-tuning data, or prompt corpus for any commercial AI or machine learning model without a separate written licence from ODA3 Institute, consistent with GEL v1.0 Section 3.6.

3.2 Explicit Commercial Use Authorisation

EXPLICIT AUTHORISATION OF COMMERCIAL USE — READ CAREFULLY. By signing this Agreement, the Contributor expressly authorises ODA3 Institute (ODA3 Pvt Ltd) to use Contributed Data (in anonymised and aggregated form) in ODA3 Institute commercial products and services, including Sector Calibration Packages sold to third parties.

This commercial use is not limited to the UAIF published specification (licensed under GEL v1.0). ODA3 Institute may derive revenue from products that incorporate insights from Contributed Data. GEL v1.0 is available at oda3.org/legal/gel-v1-0.

This is a contractual authorisation given by the Contributor as an organisation. It is not consent of data subjects under GDPR Article 7, and no Personal Data is to be submitted under this Agreement. The Contributor may withdraw Contributed Data per Section 8, subject to the limitations described there.

4. Lawful Basis for Processing

Contributed Data must be anonymised and is therefore not expected to contain Personal Data. The lawful bases below apply to Personal Data that ODA3 does process under this Agreement — Contributor contact details, and any residual Personal Data received despite Section 2, which ODA3 will delete or return:

Processing Purpose	Lawful Basis (GDPR)	Details
Agreement administration (Contributor contact details)	Article 6(1)(f) — Legitimate interests	ODA3 Institute's legitimate interest in administering this Agreement with the Contributor organisation, including Withdrawal requests
Handling residual Personal Data received in error	Article 6(1)(f) — Legitimate interests; Article 6(1)(c) where required by law	Identification, deletion or return of Personal Data submitted contrary to Section 2
Commercial product development	None — Personal Data is not used	Carried out on anonymised data only; any Personal Data identified is removed before use (Annex A)
Sharing with research partners	None — Personal Data is not shared	Only anonymised data is shared, under equivalent confidentiality and protection obligations (Annex A)

If the Contributor is located in the European Economic Area: ODA3 has conducted a legitimate interests assessment (LIA) for processing under Article 6(1)(f) (UAIF-DCA-004 Annex A). A copy is available on request from contact@oda3.org.

5. Data Retention

Data Type	Retention Period	Basis
Contributed Data (original submissions)	5 years from date of contribution, or until Withdrawal (whichever is earlier)	Necessary for longitudinal calibration studies
Aggregated Data derived from contributions	Indefinite	Cannot be attributed to individual contributors; anonymisation means GDPR deletion rights do not apply. On dissolution of ODA3 Institute, ODA3 Institute will use reasonable efforts to archive Aggregated Data in a publicly accessible repository, consistent with the archive approach in GEL v1.0 Section 16 (which itself applies to the framework, not to contributed data).
Contributor contact information	Duration of Agreement + 2 years	Necessary for managing Withdrawal requests and Agreement administration
Audit logs of data submissions	7 years	Legal compliance and dispute resolution

6. International Data Transfers

ODA3 is incorporated in India. If the Contributor is located in the European Economic Area, United Kingdom, or another jurisdiction with data transfer restrictions, the following applies to any Personal Data transferred (including Contributor contact details):

- ODA3 Institute (ODA3 Pvt Ltd) will process such data in India, which is not currently the subject of an adequacy decision under GDPR Article 45.
- Where a transfer of Personal Data from the EEA requires it, the parties will execute the Standard Contractual Clauses adopted by the European Commission (Commission Implementing Decision (EU) 2021/914), with the applicable module and annexes completed. For transfers from the United Kingdom, the UK International Data Transfer Addendum will be executed alongside them. SCCs are available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914>
- Alternatively, parties may agree to an alternative transfer mechanism in writing.
- Contributors in other jurisdictions: ODA3 will comply with applicable local data transfer requirements on a case-by-case basis.

7. Data Subject Rights

If Contributed Data contains any residual Personal Data (which it should not, given the anonymisation requirements), data subjects retain rights under GDPR Articles 15–22 and applicable local law. ODA3 will:

- Respond to verifiable data subject rights requests without undue delay and within one month (GDPR Article 12(3))
- Notify the Contributor if ODA3 receives a data subject rights request relating to data the Contributor submitted
- Cooperate with the Contributor to fulfil legitimate data subject rights requests

Note: If data is genuinely anonymised per GDPR Recital 26, data subject rights under GDPR do not apply to that data. This is one reason ODA3 requires genuine anonymisation, not pseudonymisation.

8. Withdrawal Rights

8.1 Right to Withdraw

The Contributor may withdraw Contributed Data at any time by submitting a written withdrawal request to contact@oda3.org, identifying the specific data or contribution date range to be withdrawn.

8.2 Effect of Withdrawal

Within 60 days of receiving a valid withdrawal request, ODA3 will:

- delete Contributed Data (original submissions) from its systems;
- notify any third-party research partners to whom the data was shared, requesting deletion;
- confirm completion of deletion in writing to the Contributor.

Limitation on Withdrawal — Aggregated Data. Withdrawal does NOT apply to Aggregated Data that has already been derived from Contributed Data. Because Aggregated Data (such as calibrated harm weights and sector benchmarks) cannot be attributed to any individual contributor and does not constitute Personal Data, it cannot be deleted on a per-contributor basis without destroying the entire dataset. ODA3 Institute (ODA3 Pvt Ltd) may continue to use and distribute Aggregated Data even after Withdrawal of the underlying Contributed Data.

8.3 Products Already Released

Withdrawal does not affect ODA3 Institute commercial products and Licensed Material under GEL v1.0 (including the UAIF specification, Conformance Test Suite, and Sector Calibration Packages) released prior to the date of the withdrawal request. ODA3 Institute will not issue recalls of products or material released in good faith prior to receiving a valid withdrawal request.

9. Data Breach Notification

If ODA3 becomes aware of a personal data breach (as defined in GDPR Article 4(12)) involving Contributed Data, ODA3 will:

- Notify the Contributor without undue delay and, where feasible, within 72 hours of becoming aware
- Provide details of the nature of the breach, categories and approximate number of records affected, likely consequences, and measures taken or proposed
- Notify the competent supervisory authority in accordance with GDPR Article 33 unless the breach is unlikely to result in a risk to natural persons, and communicate the breach to affected data subjects where it is likely to result in a high risk (GDPR Article 34), in each case as required by applicable law

10. Governing Law and General Terms

This Agreement is governed by the laws of India and, where applicable, the GDPR and applicable EU Member State data protection laws. Any dispute shall first be subject to 30 days' good-faith negotiation following written notice. If unresolved, disputes shall be referred to binding arbitration under the Indian Arbitration and Conciliation Act, 1996, as amended. The sole arbitrator shall be appointed by mutual agreement, or failing agreement within 15 days of a written request for arbitration, by the Delhi International Arbitration Centre (DIAC) under the DIAC Rules in force at commencement. Seat and venue: Delhi, New Delhi, India. Language: English. Consistent with GEL v1.0 Section 14. Either party may seek interim injunctive relief from any court of competent jurisdiction without waiving the right to arbitration.

Nothing in this Agreement limits or waives statutory rights that cannot be contracted away under applicable law, consistent with GEL v1.0 Section 11. If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid; the remaining provisions continue in full force, consistent with GEL v1.0 Section 19.

Nothing in this Agreement grants the Contributor any right to use ODA3 Institute's trademarks, including GAISSE™, UAIF™, AI-IRF™, PAI-SF™, ODA3™ and ODA3 Institute (registration applications pending or common law marks, per GEL v1.0 Section 9.1), in connection with any product, service, or dataset derived from Contributed Data. Any such use requires prior written authorisation from ODA3 Institute, consistent with GEL v1.0 Section 9.3. The Contributor may not

represent any dataset, benchmark, or output derived from Contributed Data as officially endorsed, certified, or authoritative by ODA3 Institute, consistent with GEL v1.0 Section 10.4.

ODA3 Institute (ODA3 Pvt Ltd) may assign or transfer this Agreement and the rights granted hereunder to any affiliate, successor entity, or acquirer of substantially all of ODA3 Institute's assets related to the GAISSE Ecosystem, consistent with GEL v1.0 Section 18. Any assignee shall be bound by the data protection obligations in this Agreement and by GEL v1.0 source availability obligations under Section 16. The Contributor may not assign this Agreement without ODA3 Institute's prior written consent.

Signature Block

CONTRIBUTOR (Authorised Signatory)

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

Organisation Name: _____

Registered Address: _____

Data Protection Contact: _____

ODA3 Pvt Ltd — Authorised Signatory (Data Protection)

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

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