

**Part 539 - Acquisition of Information and Communication Technology
539.71 Clauses.**

(a) The contracting officer must insert the clause at 552.239-7001, *Basic Safeguarding of Artificial Intelligence Systems*, in solicitations and contracts for Artificial Intelligence capabilities.

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Part 552 - Solicitation Provisions and Contract Clauses

552.239-7001 Basic Safeguarding of Artificial Intelligence Systems (FEB 2026) (GSAR Deviation)

(a) *Definitions.* As used in this clause —

American AI Systems means AI systems developed and produced in the United States (Ref. Office of Management and Budget (OMB) Memorandum M-25-22).

Artificial Intelligence (AI) System has the same meaning as defined in the Advancing American AI Act, section 7223(4) of Pub. L. 117-263.

Contractor means the entity that enters into the direct contract with GSA (i.e., prime contractor).

Custom Development means any design of or modifications, customizations, configurations, or enhancements to AI Systems or associated implementations or workflows, and any related work product or deliverables, in each case developed specifically for the Government under this contract, including any modifications, customizations, configurations, or enhancements to AI Systems, or models as a result of model training or fine-tuning. Custom Development excludes any background intellectual property existing prior to entry into this contract or developed independently by such Contractor or Service Provider without use of or reference to the Government's confidential information or design specifications during the term of this contract.

Data has the same meaning as defined in 44 U.S.C. §3502(16) and must, without limiting the generality of the foregoing, specifically include Data Inputs and Data Outputs.

Data Inputs means all data, information, personally identifiable information (PII), or content submitted to the AI System by, or created for, the Government, including but not limited to user prompts, queries, instructions, system prompts, source data, documents, knowledge bases, and any other information or content submitted to the AI System by or on behalf of the Government.

Data Outputs means all data, information, PII, any improvements, enhancements, corrections, annotations, or other modifications made to Data Inputs, or content generated by the AI System in the performance of this contract, including but not limited

to responses, results, analyses, anonymized data, derivative data, metadata, logs, synthetic data, and any other output or action produced by the AI System. This definition specifically excludes technical system-level data that contains no government data or government usage context, such as performance metrics, token counts, and processing times.

Government Data means Data Inputs and Data Outputs.

Government means any entity authorized to obtain procurement services through GSA pursuant to 40 U.S.C. § 501, 502.

Large Language Model (LLM) means a generative AI model trained on vast, diverse datasets that enable the model to generate natural-language responses to user prompts (Ref. Executive Order 14319 Section 2).

Personally Identifiable Information (PII) has the same meaning as defined in OMB Circular No. A-130.

Service Provider means an entity that directly or indirectly provides, operates, or licenses an AI system but is not a party to the contract. Service Providers may or may not be subcontractors.

(b) For purposes of the order of precedence in clause 552.212-4, this clause is considered incorporated into the schedule of supplies and services. In the event of a conflict between this document and any policies, requirements, terms, conditions, or commercial agreements of the quote, the Contractor, or the Service Provider, this clause controls.

(c) *Contractor Responsibility for Service Provider AI.* If the Contractor is providing or using as part of performance of this contract an AI System owned and/or operated by a Service Provider then the Contractor is responsible for the Service Provider's adherence to this clause.

(d) *Intellectual Property Rights.*

(1) *Rights in Government Data.*

(i) The Government retains full ownership of, and will own, all Government Data and Custom Developments. Neither Contractor nor Service Provider have any rights to use Government Data, Custom Developments, or information provided to the Contractor or Service Provider other than those described in (d)(1)(ii).

(ii) The Contractor or Service Provider must have a limited, revocable, non-exclusive, non-transferable, worldwide, fully paid-up, royalty-free right and license to copy, store, transmit, modify, display, and use Government Data and Custom

Developments for the duration of this contract, solely for the following permitted purposes:

- (A) Performing the specific requirements of this contract;
- (B) Providing technical support and maintenance as required under this contract; and
- (C) Providing such other uses as may be expressly authorized in writing by the Contracting Officer.

(iii) To the extent the Contractor or Service Provider obtains any intellectual property rights in Government Data, or any improvements, enhancements, feedback, or derivative works thereof, Contractor hereby assigns and transfers all such rights to the Government effective immediately upon creation.

(iv) The Contractor or Service Provider retains ownership of the underlying AI System and base models.

(2) *License Grant to Government.* The Contractor grants to the Government an irrevocable, royalty-free, non-exclusive license to use the AI System for the duration of this contract for any lawful Government purpose. This license includes the right to:

- (i) Operate and access the AI System through agreed-upon methods;
- (ii) Input Data Inputs and receive Data Outputs. The AI System must not refuse to produce data outputs or conduct analyses based on the Contractor's or Service Provider's discretionary policies. This requirement must not be construed to require retraining of the model or alteration of model weights;

(iii) Allow authorized Government personnel and contractors to use the AI System; and

(iv) Integrate the AI System with Government systems as necessary for any lawful Government purpose.

(3) *Prohibited Uses of Government Data.* Examples of prohibited use of Government Data includes:

(i) Training, fine-tuning, or otherwise improving an LLM or other machine learning or AI models, including those operated by third parties, or to develop or improve the AI System(s) for any other customers or any commercial or non-commercial purposes.

(ii) Targeting Government or non-Government entities or informing Contractor's or Vendor's advertising, marketing, sales, monetization, strategy, operations or other business decisions.

(iii) Retaining, accessing, or using beyond the scope and duration expressly permitted in the contract.

(4) *Government Data Handling and Processing Requirements.* Unless otherwise expressly stated by the ordering agency:

(i) The Contractor and Service Provider must implement reasonable technical, administrative, physical, and organizational safeguards to protect Government Data from loss, damage, destruction, unauthorized alteration, or corruption, and prevent its unauthorized, accidental, or unlawful access, disclosure, use, or processing.

(ii) The Contractor and Service Provider must implement "eyes off" Data handling procedures that restrict human review of Government Data except as strictly necessary to provide the AI System to the Government or respond to incidents (including ensuring that any human access to Government Data must be logged, justified, and limited to the minimum necessary for system functionality) and such access be transparently logged and visible to the Government;

(iii) The Contractor or Service Provider must provide tools that enable the Government to maintain detailed records of all processing activities involving Government Data;

(iv) The Contractor and Service Provider must comply with Data localization requirements, including but not limited to:

(A) Not removing or allowing removal of any such Government Data from the agreed-upon premises or authorized services; and

(B) Not transmitting, storing, taking, or accessing such Government Data, or allowing such Government Data to be transmitted, stored, taken, or accessed by any means outside of the agreed-upon premises or authorized services, without express written consent from the ordering agency.

(v) The Contractor and Service Provider must implement and maintain appropriate technical and organizational measures to ensure that all such Government Data is logically segregated from the Data of any non-Government customer or client, and is not commingled with Data of other customers or clients and provides adequate defense in depth through access controls, policy enforcement points, labeling, and/or encryption mechanisms and must perform continuous monitoring to protect against unauthorized access by external and internal threat actors, third parties, or disclosure resulting from human or machine error; and

(vi) Upon completion, termination or expiration of the contract, unless otherwise directed in writing by the Government, the Contractor and Service Provider must securely delete all such Government Data and any Custom Developments from the AI System and all its other systems and all copies, backups and derivatives thereof, and certify deletion to the Contracting Officer in writing.

(5) *Custom Developments and Model Rights.* The Contractor or Service Provider must:

(i) Dedicate the Custom Developments, including any customized or enhanced models resulting from such Custom Developments, to the Government's exclusive use;

(ii) Treat such Custom Developments, custom models, and all associated Data as the Government's confidential information; and

(iii) Not use, reproduce, or derive benefit from such Custom Developments or custom models for any other purpose, or for the benefit of any other party, without express written authorization from the Contracting Officer.

(6) *Feedback.* The Government retains ownership of all feedback provided by the Government to the Contractor or Service Provider with respect to the AI System or Custom Developments, regardless of whether such feedback is generated by

Government personnel, the Contractor, the Service Provider, or through automated processes. If feedback includes Government Data and Government confidential information, that feedback may not be used for system improvement purposes or any other purposes (except solely in the performance of this contract).

(e) *Contractor Obligations for Compliance, Reporting, and Documentation.* The Contractor must:

(1) The contractor must disclose all AI systems used in performance of this contract to the ordering contracting officer, and whether the AI system has been modified or configured to comply with any non-U.S. federal government or commercial compliance or regulatory framework no later than thirty (30) days after award, unless requested earlier by the ordering contracting officer.

(2) *American AI Systems.* The Contractor and Service Provider must use only American AI Systems. The use of foreign AI systems in the performance of this contract, including any AI components manufactured, developed, or controlled by non-U.S. entities, is prohibited.

(3) *Human Oversight.* Provide a means for the Government to implement human oversight, intervention, and traceability. If the AI system uses intermediary processing such as reasoning, retrieval, or agentic processes, the AI system must summarize intermediary steps from data input to data output, and make this information accessible through data output, audit trail, and as applicable the user interface. At minimum, the AI system must include:

(i) Summarized intermediate processing actions and decision points;
(ii) Model routing decisions with accompanying rationale; and
(iii) Data retrieval methods employed (e.g., Retrieval-Augmented Generation (RAG), web search), including complete source attribution including direct links and relevant excerpts from materials used in response generation.

(4) *Incident Reporting.* The Contractor or Service Provider must complete the CISA incident reporting form (<https://myservices.cisa.gov/irf>) and notify the Contracting Officer and any Government provided point of contacts as soon as possible but not longer than within 72 hours of the discovery of any confirmed or suspected incident (as defined by the Federal Information Security Modernization Act of 2014 in 44 U.S.C. § 3552(b)(2)) and provide daily status updates to all points of contact until resolved.

(i) Such notification must include, to the extent known at the time:

- (A) Nature and scope of the incident;
- (B) Data potentially affected;
- (C) Immediate remediation steps taken;
- (D) Timeline for full resolution; and
- (E) Measures to prevent recurrence

(ii) Where FedRAMP incident communication and response procedures conflict with contractual requirements, the FedRAMP procedures must apply.

(iii) The Contractor and Service Provider must preserve all relevant logs, forensic images, and incident artifacts for a minimum of 90 calendar days from a security incident involving Government Data to support follow-on investigation activity by law enforcement entities.

(5) *Feedback Reporting.* The Contractor must establish feedback mechanisms allowing the Government to:

(i) Provide performance feedback and improvement requests through formal channels;

(ii) Request system modifications or enhancements; and

(iii) Report operational concerns without requiring incident classification.

(6) *Documentation.*

(i) Provide, upon Government request, and under appropriate confidentiality protections, existing commercial documentation or disclosures sufficient to demonstrate compliance, including but not limited to:

(A) Verification of compliance with this clause and the contract;

(B) AI System decision-making processes, logic, and operational parameters;

(C) System documentation consistent with NIST AI Risk Management Framework guidelines, Unbiased AI Principles, and LLM Transparency requirements such as system cards or equivalent documentation;

(D) Privacy controls effectiveness and PII processing prohibition compliance;

(E) Testing methodologies used to detect and mitigate noncompliance with the unbiased AI principles described in paragraph (i)(1);

(F) Known biases (including commercial, political, or personal considerations, advertising, endorsements, or fraudulent/corrupt interests), limitations, truthfulness concerns, and performance metrics; and

(G) Any other information necessary for the Government to monitor and evaluate the AI system's performance, risks, and effectiveness and to complete an AI Impact Assessment required by OMB M-25-21.

(ii) Confidential documentation and information provided by the Contractor must not be disclosed by the Government absent specific legal requirements.

(f) *Privacy and Confidentiality Protections.* To the extent the Contractor or Service Provider has available tools, they must provide tools to enable the Government to implement appropriate Government-configurable controls, including but not limited to automated detection mechanisms and clear user notifications to manage, prevent, and reject the entry or persistence of PII within the AI System.

(g) *Data Portability and Interoperability.* The Contractor and Service Provider must:

(1) Ensure the use of open and standard Data formats and application programming interfaces (APIs) for all Data Outputs, Custom Developments, and AI Systems.

(2) Ensure that neither the Contractor nor any applicable Service Provider use proprietary technologies or formats that, and must not otherwise, require additional licensing or create vendor dependencies.

(3) Provide tools enabling government customers to export all Government Data and content (including user-generated content, conversational history, uploaded documents, media files, and custom knowledge bases) in open, machine-readable formats such as JSON or XML. The export must preserve the data's structural and relational integrity, including associated schema definitions. The exported data and schema must be sufficient to allow accurate and complete ingestion and reconstruction of the data and relationships within a separate system and must not otherwise create vendor lock-in situations.

(h) *Change Management.*

(1) The Contractor must use reasonable effort to provide the Government with comprehensive concurrent access to any successor model (and all associated documentation) for a minimum evaluation period of thirty (30) calendar days for major versions, and (15) calendar days for minor versions, prior to discontinuing or replacing any existing model currently in use under this contract.

(2) The Contractor must notify the Government within seven (7) calendar days of identifying any AI service change that materially increases output bias or decreases safety guardrails or behavioral constraints impacting lawful usage or the performance or truthfulness of outputs. The notification must describe the change, its purpose, the evaluation approach used and any new limitations, trade-offs, or potential negative impacts identified.

(3) The Contractor and Service Provider must notify the Ordering Contracting Officer, in writing, at least thirty (30) calendar days before any planned material change to the requirements in paragraph (e)(1) of this clause.

(4) The Contractor and Service Provider must notify the Ordering Contracting Officer no less than thirty (30) calendar days prior to adding a new Service Provider or materially changing an existing Service Provider used in the performance of this contract. The notification must identify the Service Provider, describe the services to be provided, and ensure the new Service Provider adheres to this clause.

(i) *Performance, Evaluation, and Remediation.*

(1) *Unbiased AI principles.* The Contractor must make commercial efforts to ensure the AI system:

(i) Is developed and monitored in accordance with the following Unbiased AI Principles:

(A) The AI system must be truthful in responding to user prompts seeking factual information or analysis. The AI system must prioritize historical accuracy, scientific inquiry, and objectivity and must acknowledge uncertainty where reliable information is incomplete or contradictory.

(B) The AI system must be a neutral, nonpartisan tool that does not manipulate responses in favor of ideological dogmas such as Diversity, Equity, Inclusion. The Contractor must not intentionally encode partisan or ideological judgments into the AI Systems Data Outputs.

(ii) Implement continuous improvement processes to enhance detection and mitigation of performance, trustworthiness, bias, and/or systems generating illegal or prohibited content, including regular evaluation of system outputs (excluding Data Outputs) against verified factual sources.

(iii) Implements, when requested by the Government, to the maximum extent possible, OMB directives related to AI Systems that are issued during the contract performance period.

(2) Government Evaluation Rights and Remediation.

(i) The Government reserves the right to conduct automated assessments of the AI system, as deployed and configured for government users, at any time using its own benchmarks. These evaluations may assess bias, truthfulness, safety, unsolicited ideological content, and other factors determined by the Government in order to facilitate evaluations.

(ii) The Contractor must provide tools and interfaces that enable the Government to run its benchmarks in an automated fashion to test the production AI system and identify any material gaps.

(iii) The Government may provide such results to the Contractor or Service Provider to support remediation efforts.

(iv) All benchmarks, test data, and methodologies developed or used by the Government for such assessments are considered Government Data. The government is under no obligation to disclose or provide access to the underlying data, methodologies, or systems.

(3) Non-Compliance.

(i) The Government retains the right to suspend use of the AI System until performance issues are satisfactorily addressed;

(ii) The Contractor must be liable for reasonable decommissioning costs if the agency terminates this contract for cause for failure to comply with the Unbiased AI Principles described in paragraph (i)(1).

(j) *Order-Specific Requirements.* When placing an order under contracts that include this clause, the parties may bilaterally supplement or revise paragraphs (d) and (f) through (h) of this clause.