Application: Democratic Inputs to AI

Sai Pradyumna Chermala - chs.pradyumna@gmail.com
Grant Application for Democratic Inputs to AI

Primary Applicant Information

Completed - Jun 24 2023

Form for "Primary Applicant Information"

This is my form.

Primary Applicant Name

(full legal name)

> Sai Pradyumna Chermala

Email

> chs.pradyumna@gmail.com

Phone Number

> 9182055355

Website

> (No response)

Company or Organization Name

> (No response)

Primary Applicant country of Residence

India

Application Form

Completed - Jun 24 2023

Democratic Inputs to AI Grant Application

**If you have any questions, please reach out to
democratic_process_grant_questions@openai.com.**

Team Member Info

	Name	Email	Education	Work Experience	Links (website/github/linkedin)
1	Sai Pradyumna Chermala	chs.pradyumna@gmail.com	MS in Computer Science, Georgia Institute of Technology (2022-2024) BTech in Electronics and Communication Engineering, Indian Institute of Technology, Dhanbad (2015-2019)	Machine Learning Researcher, Samsung Research (2019-2022) Machine Learning Intern IIT Dhanbad (2018)	LinkedIn: https://www.linkedin.com/in/pradyumna-ch GitHub: https://github.com/PradyumnaCh
2	Ujjwal Agrawal	ujjwal@codenicely.in	BTech in Electronics and Communication Engineering, Indian Institute of Technology, Dhanbad (2015-2019)	Co-Founder and CTO, GimBooks (YC W21) (2020-Present) Software Engineer 2, Walmart Labs (2019-2020)	LinkedIn: https://www.linkedin.com/in/ujjwalagrawal17 GitHub: https://github.com/ujjwalagrawal17
3					
4					
5					

Additional Members

(No response)

How long has your team been working in the democratic / consensus-building space?

Ever since we learnt about this program, we are fascinated by the opportunity to contribute to the direction of AI technology development. We believe our extensive experience and interactions with academic, professional and managerial social circles broadened our understanding of the several facets of such a technology. Although we do not possess a strong background in the consensus-building space, over the past few weeks we made significant progress in understanding the existing systems. Equipped with this knowledge and through our involvement with the tech industry, we are confident of meaningfully contributing to this program. We request the OpenAI team to go through our initial work at https://github.com/ujjwalagrawal17/democratic-inputs-to-ai.

Please tell us in a few sentences about prior projects done by each of the team members that they are most proud of.

Ujjwal Agrawal- https://GimBooks.com - GimBooks is a mobile-first bookkeeping and Accounting softwares primarily for SMEs and Startups in India [15k+ Customers, 3 million + Downloads in Google Play Store]. As a CTO of GimBooks, I programmed the first few iterations of the product(mobile-app and backend) to get product-market fit myself. Currently managing a tech team of 15 people, multiple products (5 mobile apps and 4 web apps and leading the product strategy), I love working on both the nitty-gritty work as well as defining the high-level product strategy.

Sai Pradyumna Chermala: As an AI researcher at Samsung Research, we developed a computer vision model for Image Shadow Removal. Collecting a high quality dataset and ensuring robust handling of different skin tones were the key challenges I encountered. In overcoming them, I familiarized myself with the effects/biases of data and the pitfalls of such models against different slices of data. Our innovative dual stage architecture and synthetic data pipeline design have been the topic of two international patent applications and a WACV 2023 paper. The solution is deployed in Samsung Galaxy smartphones.

Please list any other commitments (work/school) that each of the team members has until October 20, 2023

Ujjwal Agrawal: is working on his startup GimBooks (50 hours per week). If selected in the grant, he wants to work full time on the project and work part-time on the startup [upto 15 hours per week].
Sai Pradyumna Chermala: is currently a full time MS student at Georgia Institute of Technology. If selected, he wishes to take a semester off and work on this project full time.

Are any team members covered by noncompetes or intellectual property agreements that overlap with this project? Will any team members be working as employees or consultants for anyone else?

No

If you have any questions, please reach out to democratic_process_grant_questions@openai.com.

What question(s) are you most interested in piloting? It can be from the list of options below or a different one that you decide to pursue. *Questions should be decision relevant for developers, users and affected non-users of AI systems.*

Responses Selected:

What principles should guide AI when handling topics that involve both human rights and local cultural or legal differences, like LGBTQ rights and women's rights? Should AI responses change based on the location or culture in which it's used?

Which categories of content, if any, do you believe creators of AI models should focus on limiting or denying? What criteria should be used to determine these restrictions?

- How far do you think personalization of AI assistants to align with a user's tastes and preferences should go? What boundaries, if any, should exist in this process?

- How should AI assistants respond to questions concerning public figure viewpoints? For example, should they remain neutral, refuse to answer, or be required to provide source citations?

- Under what conditions, if any, should AI assistants be allowed to provide medical/financial/legal advice?

- In which cases, if any, should AI assistants offer emotional support to individuals?

- Should joint vision-language models be permitted to identify people's gender, race, emotion, and identity/name from their images? Why or why not?

- When generative models create images for underspecified prompts like 'a CEO', 'a doctor', or 'a nurse', they have the potential to produce either diverse or homogeneous outputs. How should AI models balance these possibilities? What factors should be prioritized when deciding the depiction of people in such cases?

- What principles should guide AI when handling topics that involve both human rights and local cultural or legal differences, like LGBTQ rights and women's rights? Should AI responses change based on the location or culture in which it's used?

- Which categories of content, if any, do you believe creators of AI models should focus on limiting or denying? What criteria should be used to determine these restrictions?

- Other, please specify...

Why did you pick this question (or questions) to work on?

> We realize that these questions have profound implications for the developers, direct and indirect users of the technology. Topics like personalization, seeking professional advice etc. majorly affect the direct users. Raising awareness on what these models can/cannot do can take us a long way ahead and steer user expectations towards the right direction. Handling of topics such as those involving human rights, on the other hand, could negatively impact not only the naive users, but also affected non-users. In the hands of malicious actors, they could increase toxicity, hatred and damage social harmony. We feel such issues require more thought and deliberation.

Why do you think that this question (or questions) are well suited to broader public input? What do you think labs, developers or others might change as a result of input on these questions?

It is important to not get carried away by one's world view or value system when developing systems as profound and pervasive as AI. This is especially true when local cultural or legal stances vary widely such as the issues around LGBTQ rights and women's rights, content restriction etc. Democratic inputs make an excellent choice in such cases to arrive at inclusive and equitable solutions.

Process overview: Please provide an overview of how the process that you envision building will work. Please touch on participant selection, topic overview, provision of additional context, content moderation, voting/commenting, aggregation of viewpoints, and provision of feedback to participants.

Include key milestones/timelines.

Participant Selection: Accounting for diverse opinion groups across various demographics is key to successful democratic outcomes. Accordingly, we plan to invite representative groups of thought leaders, anthropologists, psychologists with varied political, religious, geographical affiliations. In addition, it is important to consider the views of the research community for their strong knowledge of these systems and practical advice. Regulators and policy makers across the globe form another essential group in the participant pool we envision. Finally, we intend to have a general user and non-user pool as well.

Topic Overview and provision of additional context: We think making the users fully aware of the context, the groups affected by it, the several possible stances and their consequences would lead to better outcomes. However, we should be careful enough to present this as objectively and factually as possible and not let any biases creep in.

Content moderation: Moderation requires a careful balancing act of allowing as diverse statements as possible without harming the larger community. Our design has a tiered moderation system with a human-in-the-loop AI system to support the scale.

Voting/commenting, aggregation of viewpoints: We plan to leverage the already excellent feature set of Polis in voting, commenting and viewpoint aggregation, albeit with AI augmentations to enable better comment routing and idea synthesis.

TImelines:

July 2023
- Process Detail Finalization
- Platform Development

Aug 2023
- Content Drafting
- Platform Development

Sep 2023

- Participant Aggregation

- Survey Start (mid Sept)

- Result Analysis Toolkit Development

Oct 2023

- Survey End (mid Oct)

- Result Analysis and Final Results

Please feel free to upload supporting material (visuals, etc.).

Participant selection: How do you plan on obtaining a sample of participants for your experiment? How do you think about questions of representativeness and how they might matter for your question and method? *Note: OpenAI can advise on methods or resources for obtaining a sample.*

We aim to investigate the current best practices followed in large scale opinion surveys, medical/scientific studies and adapt them as appropriate. We would also like to seek advice from those with prior experience in the area including OpenAI.

Tooling: Tell us about your plan for the tooling or infrastructure you'll use for your experiment. Will you use existing tools or build new tools?

If existing tools, please explain what features of those tools make them particularly compelling for your project. If new tools, please explain what features unavailable in existing tooling you plan to build, and what makes these features particularly compelling for your project.

Existing tools like Polis allow us to scale up democratic processes and arrive at a consensus.
We plan to build on top of such tools leveraging recent AI advancements.
Support for a large user pool, ability to vote on user created statements, sophisticated comment routing algorithms and visual analytics make Polis a great platform for this project. We plan to augment this further by using AI for moderation, idea synthesis and brainstorming to derive better insights and stronger consensus. We also would like to leverage collaborative filtering based comment routing to maximize user engagement.

Limitations: What do you expect to be the biggest limitations of your approach? (e.g., potential for process gaming, types of questions your process would be unable to help answer)

As is the case with most democratic systems, making sure that minority voices are valued is a challenge. Our approach in fostering a system and a community that values all opinions could turn out to be a limitation, if not done correctly.

Resources: How would you plan to use the grant for your experiment?

The grant will enable us to develop the platform, set up a robust infrastructure for the project and maintain it. It also enables us to promote, educate and create awareness among the participants.

Estimated Breakdown:
Product Development (including Staff Salaries): 30k
Infrastructure: 5k (estimated till the project duration)
Organizing 2-3 physical events/promoting the process in various hackathons/general public events: 15k
Content Creation (for educating users and raising awareness): 5k
Miscellaneous: 10k

If you have any questions, please reach out to
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In your view, what are the top three benefits that AI technology brings to society?

1. We strongly believe that AI can lead to a more inclusive and accessible world, especially for the physically or mentally challenged, underrepresented social and linguistic communities.
2. AI assistants have the potential to be of immense value in healthcare and education, complementing and supporting our traditional systems. They can be a vital support to combat understaffing and inaccessibility of remote areas.
3. AI can usher in a new wave of industrial revolution, one that eclipses the breadth and depth of previous waves. It can unlock levels of productivity, and creativity previously unimagined.

In your view, what are the biggest drawbacks or risks associated with the widespread use of AI technology?

One of the biggest risks we anticipatee is the nature of employment and any potential losses in the era of AI. In the event of a widespread job loss, proposals like the universal basic income can satiate the financial needs of people but not the hunger for a purposeful and productive life.

What do you see as the most significant challenges in responsibly implementing AI technology, especially in the context of democratic decision-making systems?

AI systems are a reflection of the biases they are fed by the input dataset. As such, the current large scale models carry the many biases in internet data. This problem might undermine the purpose of building a democratic decision-making system in the first place. The dataset also cannot account for the views of digitally underrepresented and communities with resource-scarce languages. This limits the systems' ability to cater to a broad audience.

Grant Terms & Conditions

Completed - Jun 24 2023

Form for "Grant Terms & Conditions"

Thank you for applying to the "Democratic Inputs to AI Grant" (the "Grant Program"). By clicking "Yes" and digitally "Signing" or submitting an online grant application for the Grant Program (your "Grant Application"), you agree, on behalf of yourself and any group or organization you represent in making your submission (collectively, "you"), to these Grant Application Terms (the "Grant Terms"), which are entered into by and between you and OpenAI Inc. (collectively with its affiliates, the "Nonprofit", "we", or "us"). Documents that are incorporated by reference into these Grant Terms include our [Privacy Policy](#) and certain other agreements and policies identified below. PLEASE READ THESE GRANT TERMS CAREFULLY, AS THEY ARE A LEGAL CONTRACT BETWEEN YOU AND THE Nonprofit AND GOVERN YOUR APPLICATION TO AND PARTICIPATION IN THE GRANT PROGRAM.

These Grant Terms contain a non-exclusive license to the Nonprofit to use, exploit, and adapt any Work Product (as defined below) you submit in connection with the Grant Program. These Grant Terms also make all Work Product subject to open-source licensing terms. This means that any Work Product (including your Grant Application and its contents) and any Intellectual Property Rights (as defined below) in any Work Product will be subject to use, exploitation, and adaptation by others without requiring any compensation to you. For clarity, you will retain ownership in and to your own Work Product, including your right to use, exploit, and adapt your own Work Product.

THESE GRANT TERMS CONTAIN A DISPUTE RESOLUTION PROVISION IN WHICH YOU AND THE NONPROFIT WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT.

1. Grant Program Eligibility and Participation.

    1. Generally. The Grant Program is an open call for applications to obtain possible grant funding from the Nonprofit to facilitate experiments in establishing democratic processes for deciding upon certain rules that artificial intelligence systems ought to follow (within the bounds imposed by the law). The Nonprofit will review and consider the applications it receives under the Grant Program and may eventually provide successful applicants with grant funding (in such case, a "Grant"). For clarity, we are not a financial institution (i.e., we are not a bank or a lender).

2. Eligibility. The current eligibility requirements to participate in the Grant Program include, without limitation, the following: (a) each applicant who is an individual must be at least eighteen (18) years of age and the age of majority in their jurisdiction of residence, (b) applicants must not be current government officials or any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law of any government official, and (c) applicants must not be currently located in a country that is subject to comprehensive sanctions, embargoes, or included on any denied party listing published by United States or European Union governmental authorities, provided that OpenAI retains absolute discretion to designate applicants from certain countries as ineligible (together, the "Minimum Eligibility Requirements"). Each applicant's eligibility for the Grant Program is determined in the sole and absolute discretion of the Nonprofit, and the Nonprofit may update, modify, or add to the Minimum Eligibility Requirements at any time in its sole and absolute discretion, without prior notice to existing or prospective applicants.

3. NO GUARANTEES FOR ELIGIBLE APPLICANTS. NEITHER YOUR SUBMISSION OF A GRANT APPLICATION NOR YOUR SATISFACTION OF THE MINIMUM ELIGIBILITY REQUIREMENTS GUARANTEE THAT YOU WILL ULTIMATELY QUALIFY TO PARTICIPATE IN THE GRANT PROGRAM AND RECEIVE A GRANT, OR THAT YOU WILL BE APPROVED FOR A GRANT IN ANY CERTAIN AMOUNT. A DETERMINATION OF ELIGIBILITY DOES NOT AUTOMATICALLY RESULT IN APPROVAL FOR A GRANT AND NOT ALL ELIGIBLE APPLICANTS MAY RECEIVE GRANTS.

4. Application Information and Due Diligence. In connection with your Grant Application, the Nonprofit may ask you to provide certain personal, historical, financial, or other information, which we may share with our affiliates and service providers, to the extent permitted by applicable law and our Privacy Policy, in furthering the purpose of the Grant Program (including, without limitation, for purposes of determining whether you meet the Minimum Eligibility Requirements or will be awarded a Grant). The Nonprofit may from time to time request that you provide information or documentation to supplement the information or documentation you had previously provided in response to earlier requests. You agree to fully cooperate in the application process, including, without limitation, by promptly providing all information and documentation requested by the Nonprofit for the purpose of evaluating your Grant Application and, if necessary, by obtaining such information or documentation from third parties. ADDITIONALLY, BY SUBMITTING SUCH INFORMATION OR DOCUMENTATION, YOU ACKNOWLEDGE AND AGREE THAT WE MAY PERFORM, AND/OR USE SUCH INFORMATION TO HAVE ONE OR MORE THIRD PARTIES PERFORM, A BACKGROUND CHECK, AND THAT YOUR BACKGROUND CHECK MAY BE USED TO VERIFY ELIGIBILITY TO PARTICIPATE IN THE GRANT PROGRAM AND TO CONFIRM YOUR IDENTITY TO AVOID FRAUDULENT TRANSACTIONS IN YOUR NAME. Please review our Privacy Policy or contact us as set forth in Section 9.6 below if you would like more details regarding our use of your personal information in connection with the Grant Program.

5. Accuracy of Information. In completing and submitting your Grant Application, and in responding to any subsequent requests for information or documentation by the Nonprofit, you agree to: (a) provide true, accurate, current, and complete information about you; and (b) maintain and promptly update any such data or information, as necessary, to keep it true, accurate, current, and complete. If any information you provide is untrue, inaccurate, not current, or incomplete, we reserve

the right to terminate your Grant Application, and may withhold any awarded Grant. In addition, in such an event, you agree to return to the Nonprofit any previously awarded Grant funds.

6. Grant Awards. After the application window has closed, the Nonprofit expects to review properly submitted applications and recommend awards for certain eligible applicants. Decisions regarding whether to award Grants, to whom to award Grants, and the amount of any Grant, will be made by the Nonprofit in its sole and absolute discretion based on its assessment of potential impact and need in connection with the purpose of the Grant Program. The Nonprofit will endeavor to review applications and recommend awards within a reasonable time after the application window has closed, but makes no guarantees as to the timing of its determinations. You understand that all determinations of whether you meet the Minimum Eligibility Requirements, and all decisions regarding applications, Grant awards, and Grant amounts, are final and not subject to any appeal or contest. You agree to accept the decisions of the Nonprofit in these respects, and that the Nonprofit is not obligated to give any information related to its decisions on whether you are eligible for or will receive any Grant (or the amount of any Grant that may be awarded to you).

7. Agreement to Additional Terms. If the Nonprofit determines in its sole and absolute discretion that your Grant Application is successful and you will be awarded a Grant, you may be required to enter into additional agreements or supplementary terms as a condition of receiving such Grant (each, a "Grant Agreement"), including but not limited to agreements regarding the scope of deliverables.

8. Use of Grant Funds. You agree that you will use Grant funds only in connection with the proposal described in your Grant Application and subject to any additional terms and conditions that may be imposed under these Grant Terms or any subsequent agreement between you and the Nonprofit (including any Grant Agreement), and that you will not in any event use Grant funds for the purpose of furthering any business activity relating to the production, development, promotion, sale, or distribution of any regulated or illegal products or services. You further agree not to use Grant funds in any way that would violate applicable law, including, without limitation, in any manner that would constitute bribery, an illegal kickback, an illegal campaign contribution, or any other violation of applicable anti-corruption, political activity, economic sanctions, or other laws. If you use any portion of the Grant funds for any purpose other than the purpose as agreed between you and the Nonprofit, you shall immediately notify and return such funds to the Nonprofit, and you may be required, in the Nonprofit's sole and absolute discretion, to return all Grant funds and withdraw from the Grant Program.

9. Taxes. To the fullest extent allowable under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes, as well as any interest, penalties, and additions in or to tax), as well as any expenses arising from your submission of a Grant Application and your acceptance or use of Grant funds, are your sole responsibility. Prior to receiving any Grant award, you will provide to the Nonprofit a properly completed Internal Revenue Service ("IRS") Form W-9 or appropriate IRS Form W-8, if and as applicable. The Nonprofit will be entitled to deduct and withhold from any funds granted pursuant to the Grant Program such amounts as are required to be deducted and withheld under law with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated as having been paid to the person in respect of whom such deduction and withholding was made. Regardless of any action any party takes with respect to any applicable national, local, or other taxes or social contributions, withholdings, required deductions, or other payments, if any, that arise upon the payment of the grant ("Tax-Related Items"),

you acknowledge and agree that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and may exceed the amount (if any) actually withheld by the Nonprofit. You agree to make adequate provision (and indemnify the Nonprofit and each of its affiliates) for any Tax-Related Items. You further acknowledge and agree that you are solely responsible for filing all relevant documentation that may be required in relation to the grant, or any Tax-Related Items, other than filings or documentation that are the specific obligation of the Nonprofit pursuant to applicable law. You further acknowledge that the Nonprofit: (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant; and (b) does not commit to and is under no obligation to structure the terms of any Grant to reduce or eliminate your liability for Tax-Related Items, or achieve any particular tax result. Further, if you become subject to Tax-Related Items in more than one jurisdiction, you acknowledge and agree that the Nonprofit may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

2. Work Product and Intellectual Property Rights.

   1. Definitions.
      1. "Intellectual Property Rights" means all forms of intellectual property rights and protections in any jurisdiction, including all title, interests, and other proprietary rights in and to any trademarks, service marks, trade dress, trade secrets, copyrights, patents, patent applications, technology, ideas, practices, methods, know-how, and any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.
      2. "Work Product" means all of the embodiments, tangible or otherwise, that encompass or constitute the Grant Application or that are created or conceived by you or any machine learning or AI system in connection with or as a result of your Grant Application or receipt of a Grant, including without limitation all derivatives, enhancements, and modifications thereof, and all Intellectual Property Rights relating thereto.

   2. License to Grant Application and Other Work Product. You hereby grant to the Nonprofit an irrevocable, non-exclusive, perpetual, transferable, fully paid up, royalty-free, sublicensable right and license throughout the universe to (a) reproduce, copy, translate, publish, publicly and privately perform, publicly and privately display, transmit, distribute, modify, adapt, create derivative works from, and otherwise use and exploit your Grant Application, any other Work Product, and any Intellectual Property Rights in and to any of the foregoing, in any medium and by any means whether now known or hereafter devised, and (b) authorize, prohibit, or control the renting, lending, fixation, or reproduction of your Grant Application, any other Work Product, and any Intellectual Property Rights in and to any of the foregoing, in any medium and by any means whether now known or hereafter devised. You hereby waive any so-called "moral rights" in the Work Product and agree to waive and not assert any so-called "moral rights" against the Nonprofit or any other Indemnified Party (as defined below).

   3. Open Source Licensing. In addition to the license granted under Section 2.2, you hereby acknowledge and agree that any Work Product taking the form of software or computer code shall be subject to the terms and conditions of the Apache License, Version 2.0, and that any other Work Product shall be subject to the terms and conditions of the Creative Commons Attribution-ShareAlike 4.0 International Public License. By default, all such Work Product shall be deemed

licensed under the Apache License, Version 2.0, and the Creative Commons Attribution-ShareAlike 4.0 International Public License, respectively, unless otherwise expressly agreed in writing by you and the Nonprofit.

4. Terms of Idea Submission. In connection with your Grant Application, any other Work Product, and any other information or documentation you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions, and other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation, consideration, or attribution of any type, and that the Nonprofit will determine in its sole and absolute discretion whether to award you a Grant in order to facilitate your creation of additional Work Product. You acknowledge and agree that the Nonprofit's determination as to whether you are awarded a Grant may be based on a wide variety of factors, and that the Nonprofit's or any third party's use or exploitation of any Work Product or materials or ideas that appear similar to any Work Product will not create or constitute a basis for any entitlement for you to receive Grant funding.

5. Disclosure of Work Product. In evaluating your Grant Application, the Nonprofit may disclose certain contents of your Grant Application and any other Work Product to its employees, consultants, and agents, as well as other third parties. Your Grant Application, other Work Product, and any Intellectual Property Rights relating thereto may become public and those who are exposed to your ideas, including but not limited to the Nonprofit, may be working on similar ideas or technology now or in the future. By submitting your Grant Application, you, to the fullest extent permitted by law, waive any claim that information included in your Grant Application or Materials is proprietary or confidential.

6. Publicity Rights. The Nonprofit may develop promotional and marketing materials regarding your participation in the Grant Program. You hereby acknowledge and agree that, subject in all respects to the Nonprofit's Privacy Policy, the Nonprofit may use your name and, if applicable, your trademarks as a reference both publicly and privately, without limitations, in the Nonprofit's marketing and promotional materials, including, without limitation, in press releases, newsletter articles, website references, and e-mail.

3. Applicant's Representations and Warranties. You hereby represent and warrant that:

1. You are an authorized representative of your group or organization, if and as applicable, and that you have the full right and power to enter into and perform the obligations set forth in these Grant Terms on behalf of such group or organization;

2. Entering into these Grant Terms will not cause you to breach any contractual obligations to any third party;

3. You have not offered, payed, promised or authorized the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with the Grant Program;

4. You have not provided any information or documentation to the Nonprofit that would constitute a violation of your obligations under Section 1.5; and

5. You have not made available or produced any data, information, content, or Work Product that infringes the rights (including, without limitation, the Intellectual Property Rights) of the Nonprofit or any third party.

4. Applicant's Conduct. You agree that you will not, under any circumstances:

   1. Impersonate any person or entity, create or use a false identity, or falsely state or otherwise misrepresent your affiliation with, representation of, or scope of authority to act for any person or entity;

   2. Offer, pay, promise, or authorize the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with the Grant Program;

   3. Provide any information or documentation to the Nonprofit, or fail to maintain or update such information or documentation, in such a way that would constitute a violation of your obligations under Section 1.5;

   4. Attempt, without proper authorization, to access or use information, materials, or tangible or intangible property (including, without limitation, any Intellectual Property Rights) belonging to the Nonprofit or any third party (including, without limitation, any other potential or existing applicants to the Grant Program);

   5. Make available or produce any data, information, content, or Work Product that infringes the rights (including, without limitation, the Intellectual Property Rights) of the Nonprofit or any third party;

   6. Make available or produce any Work Product that is subject to any rights or obligations inconsistent with the open source licensing requirements under Section 2.3.

   7. Damage or cause interruption of the Grant Program, or prevent or attempt to prevent others from participating in the Grant Program;

   8. Violate any applicable local, state, federal, or international law or regulation, or any order of a court; or

   9. Upload, post, e-mail, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

5. Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold the Nonprofit and each of its parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Indemnified Parties") harmless from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) relating to or arising out of: (a) any Work Product, data, information, documentation, or other materials you provide to us in connection with the Grant Program or your Grant Application, including, without limitation, any inaccuracies therein; (b) your violation of these Grant Terms or any applicable law, rule, regulation, or court order; (c) your use or misuse of any Grant funds, if awarded; (d) your violation of any rights

of any third party; or (e) your negligence or willful misconduct. The Indemnified Parties reserve the right, at each of their own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the applicable Indemnified Party in asserting any available defenses. This provision does not require you to indemnify an Indemnified Party for such Indemnified Party's intentional fraud, deception, false promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the Grant Program. You agree that the provisions in this Section will survive any termination of these Grant Terms or the Grant Program.

6. DISCLAIMER OF WARRANTIES AND CONDITIONS.

1. AS-IS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR SUBMISSION OF A GRANT APPLICATION AND PARTICIPATION IN THE GRANT PROGRAM IS AT YOUR SOLE RISK, AND THAT ANY INFORMATION OR SERVICES PROVIDED TO YOU BY THE NONPROFIT IN CONNECTION THEREWITH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED.

2. NO LIABILITY FOR THIRD-PARTY CONDUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE INDEMNIFIED PARTIES LIABLE, FOR ANY COMPLAINTS, CHARGES, CLAIMS, DAMAGES, LOSSES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THE CONDUCT OR INFORMATION OF ANY THIRD PARTIES IN CONNECTION WITH THE GRANT PROGRAM OR YOUR GRANT APPLICATION.

7. LIMITATION OF LIABILITY.

1. DISCLAIMER OF CERTAIN DAMAGES. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL OR OTHER INTANGIBLE LOSSES, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH YOUR GRANT APPLICATION OR THE GRANT PROGRAM, WHETHER BASED IN WARRANTY, COPYRIGHT, CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR MORE THAN ONE THOUSAND U.S. DOLLARS ($1,000).

8. Term and Termination.

1. Term. These Grant Terms become effective on the date when you accept them (as described in the preamble above) and remain in full force and effect while your Grant Application is pending and, if you are selected for a Grant, until such time as may be specified in a separate agreement between you and the Nonprofit, unless terminated earlier in accordance with these Grant Terms.

2. Termination by the Nonprofit. The Nonprofit may terminate these Grant Terms at any time in its sole and absolute discretion, including, without limitation, upon the Nonprofit's determination that (a) you are ineligible for the Grant Program or will not be successful in obtaining a Grant, or (b) you have violated these Grant Terms.

3. Termination by the Applicant. Unless otherwise specified in a separate agreement between you and the Nonprofit with respect to a Grant, the Applicant may terminate these Grant Terms at any time by providing notice of such termination to the Nonprofit in accordance with Section 9.6. Upon sending notice to the Nonprofit in accordance with this Section, you will be deemed to have withdrawn your Grant Application from continued consideration by the Nonprofit.

4. Effect of Termination. Upon termination of these Grant Terms, your status as an applicant for a Grant and your participation in the Grant Program will automatically terminate immediately. You understand that any termination of these Grant Terms may involve the deletion or destruction of any data or information, or of any copies of materials or tangible or intangible property (including any Work Product), that you provided to us in connection with your Grant Application or the Grant Program. Nonprofit will not have any liability whatsoever to you in connection with such termination-related activities. All provisions of these Grant Terms which by their nature should survive termination of these Grant Terms, including, without limitation, Sections 1.7, 1.10, 2, 3, 5, 6, 7, 8.5, and 9, as well as this Section 8.4, shall survive such termination.

5. No Subsequent Application. In the event that you or the Nonprofit terminate these Grant Terms in accordance with this Section 8, you agree that you shall not attempt to re-apply using the same or any substantially similar proposal (whether through use of a different name or otherwise).

9. General Provisions.

1. Entire Agreement. These Grant Terms, including any agreements or policies incorporated into these Grant Terms by reference and any subsequent Grant Agreement entered into by and between you and the Nonprofit, constitutes the entire agreement between you and the Nonprofit with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between you and the Nonprofit, whether written or oral.

2. Amendments. These Grant Terms may be amended only in writing and as agreed to by you and the Nonprofit. The Nonprofit may need to amend these Grant Terms from time to time. In such an event, the Nonprofit will dispatch a notice to you as provided in Section 9.6. After the dispatch of such a notice, you will be asked to provide your assent to the amendment within forty-eight (48) hours or such other period of time as may be specified in the notice (the "Proposed Amendment Period"). If you fail to provide your assent to the amendment within the Proposed Amendment Period, the proposed amendment will not become effective as to you, but your Grant Application will be deemed to have been withdrawn, and the Nonprofit will be deemed to have exercised its right to terminate these Grant Terms, in each case effective immediately as of the end of the Proposed Amendment Period.

3. Relationship of the Parties. Under no circumstances shall the submission of a Grant Application, the awarding of a Grant, or anything in these Grant Terms be construed as an offer or contract of employment with the Nonprofit or any of its affiliates. You acknowledge and agree that no confidential, fiduciary, agency, partnership, joint venture, independent contractor, or other relationship now exists between you and the Nonprofit and that no such relationship is established by your submission of a Grant Application under these Grant Terms.

4. Dispute Resolution. These Grant Terms, the Grant Program, your Grant Application, and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of the State of Delaware and the laws of the United States, without giving effect to any conflict of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits, or proceedings related to these Grant Terms, the Grant Program, or your Grant Application (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over the State of Delaware, USA, and each party hereto accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits, or proceedings arising out of or related to these Grant Terms, the Grant Program, or your Grant Application. EXCEPT WHERE PROHIBITED BY LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION BETWEEN YOU AND THE Nonprofit ARISING OUT OF OR CONNECTED WITH THESE GRANT TERMS, THE GRANT PROGRAM, OR YOUR GRANT APPLICATION MUST BE RESOLVED INDIVIDUALLY AND MAY NOT BE BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

5. Electronic Communications. The communications between you and the Nonprofit use electronic means, whether you visit the Nonprofit's website or send emails to the Nonprofit, or whether the Nonprofit posts notices on its website or communicates with you via e-mail or text message. Message and data rates may apply for certain electronic communications you send or receive, and you acknowledge that you are solely responsible for such rates. For contractual purposes, to the fullest extent permitted by applicable law, you: (a) consent to receive communications from the Nonprofit in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Nonprofit provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

6. Notices. Where Nonprofit requires you to provide an e-mail address, you are responsible for providing Nonprofit with your most current e-mail address. This will be the method by which the Nonprofit will send you notices under these Grant Terms. In the event that the last e-mail address you provided to Nonprofit is not valid, or for any reason is not capable of delivering to you any notices under these Grant Terms, the Nonprofit's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You agree to send all notices to the Nonprofit under these Grant Terms in writing to (a) the following address: OpenAI, Inc., 3180 18th Street, San Francisco, CA 94110, Attn: legal@openai.com, or (b) such other address or method of contact as the Nonprofit may provide to you from time to time during the term of these Grant Terms.

7. Force Majeure. Without limiting any other provision in these Grant Terms, the Nonprofit is not responsible or liable to you (or any person claiming through you) for any delay or failure to perform the its obligations hereunder in the event that any of the Indemnified Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Indemnified Party (as determined by such party in its sole and absolute discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

8. Assignment. These Grant Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Nonprofit's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Nonprofit may assign, subcontract, delegate, or otherwise transfer these Grant Terms in connection with a merger, acquisition, or sale of all or substantially all of our equity or assets, or to any affiliate, or as part of a corporate reorganization.

9. No Third-Party Beneficiaries. Unless expressly stated, these Grant Terms do not confer any benefits on any third party.

10. Waiver. Any waiver or failure to enforce any provision of these Grant Terms on any one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11. Severability. If any portion of these Grant Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that term will be enforced to the maximum extent permissible and it will not affect the enforceability of any

other terms hereunder.

Do you agree to the Grant Application Terms?

You must answer "Yes" to be considered for the grant.

Yes

Primary Applicant Signature