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Western Transportation Research Consortium (WTRC) Pooled Fund Study Project 25-5
AI Safeguards and Considerations for Research Project Management

Supplemental information for February 26, 2026, WTRC Webinar

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DISCLAIMER

This supplement provides advice on how copyright and artificial intelligence (AI) may be managed jointly in your research center or organization, and offers language suggestions for contracts, final reports disclaimers, data management plans, and other documents. Before implementing any information from this supplement speak with your Attorney General and your contract office to ensure that the additional language meets your state and/or Federal requirements. Nothing in this supplement is or should be considered legal advice.

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No artificial intelligence tools were used to write this supplement. The author retains all copyright to this supplement and attachment.

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I. Legal Standards Associated with Copyright and Artificial Intelligence

The United States Copyright Office (USCO) does not grant copyright protection to intellectual property that is generated using any type of artificial intelligence (AI). The requirements set out on the [USCO](#) website regarding copyright and artificial intelligence state that if a document contains more than a *de minimus* amount of AI generated material this must be disclosed and that the AI authorship must be set out in a disclosure or statement. (Copyright and Artificial Intelligence, Part 2: [Copyrightability](#), Page 3, January 2025). Further, the USCO's Part 3 report entitled [Generative AI Training](#), sets out how AI and copyright protections will serve important roles and how they can/should work together. The USCO is pushing for a balance between AI needs and Copyrights.

A. Legal Standards for Copyright and AI

1. The Whitehouse Executive Order [EO 141](#), Ensuring a National Policy Framework for Artificial Intelligence, dated December 11, 2025 sets out:
 - a. There should be a national standard for AI, not separate state standards.
 - b. There should be United States global AI dominance through a minimally burdensome national policy framework for AI.
 - c. There should be a prohibition on unfair and deceptive acts or practices affecting commerce.

As a note, a test for deception includes:

- Representation or commission that misleads or is likely to mislead consumers.
- Consumers' interpretation must be reasonable.
- Misleading claim must be false or misleading.
- A reasonable person would fall for it, and it matters to buyers' decision.

B. Federal Standards that allow you to copyright documents written by your office or which are generated from another source for your office are as follows:

1. [23 CFR 420.121\(b\)](#). Copyrights. The State DOTs and their subrecipients may copyright any books, publications, or other copyrightable materials developed during the FHWA planning and research funded project.
2. [2 CFR 200.315. Intangibles](#) (b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

C. Western state rules and regulations associated with AI

This is not an all-inclusive list and your state may have additional standards not listed.

1. Alaska

- a. Disclosure of deepfakes, cybersecurity and data privacy SB177
 - b. Synthetic media deep fakes HB306
 - c. Use and development of AI HCR3
 - d. State Agency Regulations
2. Arizona
 - a. Political Deepfakes SB13596
 - b. AI system liability HB2307
 - c. AI-Human Interaction HB2410
 - d. Government Use AI
 3. California
 - a. General AI Account Acts (SB942 & AB853)
 - b. Transparency in Frontier Artificial Intelligence Act (SB53)
 - c. Generative AI Training Data Transparency Act (AB2013)
 4. Colorado
 - a. Consumer Protections for Artificial Intelligence (SB24-205)
 - b. Colorado Artificial Intelligence Act (CAIA)
 5. Hawaii
 - a. Various bills are being proposed in 2026
 6. Montana
 - a. Limitation on government use of AI (HB178)
 7. Nebraska
 - a. Consumer Protection Act LB642
 - b. Transparency and Safety LB1083
 - c. Various Judicial and Regulatory Actions
 8. Nevada
 - a. Political Deepfakes AB73
 - b. Administrative Actions AB537
 - c. Risk Assessment for bias and protection of consumer data proposed SB199
 9. New Mexico
 - a. Proposed Artificial Intelligence Accountability Act A12A
 10. North Dakota
 - a. AI in Political Ads (HB1167)
 - b. Deep Fakes and Harassment (HB 1320)
 - c. Robot Harassment
 - d. Legal Personhood Act
 11. Oklahoma
 - a. There are multiple bills up for consideration in the 2026 legislative session
 12. Oregon
 - a. Executive Order 23-26
 13. South Dakota
 - a. Generative AI Guidelines and Acceptable State Use
 14. Texas
 - a. Texas Responsibility Artificial Intelligence Governance Act (TRAIGA)

15. Utah

- a. The Utah Artificial Intelligence Policy Act

16. Washington

- a. AI Task Force proposed bills
 - i. HB2157 and 5956
 - ii. Chatbot safety HB2225 and SB5984
 - iii. Deepfake HB 1205
 - iv. State Agency Guidelines EO 24-01

17. Wyoming

- a. No single bills have been brought forward in the Wyoming legislature

D. Artificial Intelligence Disclosure (AID) requirements for most governmental departments.

- 1. The requirement sets out that states should draft guidelines that fully articulate how AI is and/or it will be used throughout research projects and publications.

When using AI tools for your research projects remember this tip on how human authors and machine tools differ. Human authors can a) be listed as an author; b) copyright work; c) submit peer review articles; and d) submit documents and journals entries for publication. Further, with human authors, there is generally no question when it comes to liability for plagiarism, copyright infringement, and discrimination. Machine generated information cannot be listed as an author; must be identified and disclaimed in a document; and cannot be copyrighted because it is not a human creation. With machine tools, there are many questions on liability for plagiarism, copyright infringement, and discrimination.

II. Requirements from publishers on the use of AI

Most publishers require authors double check all information written or produced when using AI tools. Authors should be leery of any information outputted by any AI tool as there may be unintended bias, plagiarism, and/or copyright infringement. Further, the publishers require disclosures and specific statements which inform readers what can and cannot be trusted. Requirements from publishers mirror the requirements from the Committee of Publication Ethics (COPE). The main point to keep in mind is that you should be clear to explain what content was generated by AI, that the content may contain errors or inaccuracies, what tools were used, and explain the reason for using the tool.

A. Transportation Research Board (TRB).

According to Patti Lockhart, Director of Publishing and Outreach, Technical Activities Division, TRB, email dated May 23, 2023, authors who use AI tools in the writing of a manuscript, production of images or graphical elements of the paper, or in the collection and analysis of data, must be transparent in disclosing in the Materials and Methods (or similar section) of the paper how the AI tool was used and which tool was used. Authors are fully responsible for the content of their manuscript, even those parts produced by an AI tool, and are thus liable for any breach of publication ethics.

The e-mail further sets out that authors are required to:

1. **Clearly indicate the use of language models in the manuscript**, including which model was used and for what purpose. Please use the methods or acknowledgements section, as appropriate.
2. **Verify the accuracy, validity, and appropriateness of the content** and any citations generated by language models and correct any errors or inconsistencies.
3. **Provide a list of sources used to generate content** and citations, including those generated by language models. Double-check citations to ensure they are accurate and properly referenced.
4. **Be conscious of the potential for plagiarism** where the LLM may have reproduced substantial text from other sources. Check the original sources to be sure you are not plagiarizing someone else's work.
5. **Acknowledge the limitations of language models in the manuscript**, including the potential for bias, errors, and gaps in knowledge.

B. Outside publications

Below is a list of websites that set out requirements for AI and research projects, and publisher's information on AI authorship:

- TRR (Transportation Research Record) – Instructions for Authors submitting for TRR Publications:
<https://trb.secure-platform.com/a/page/trrjournal/forauthors>

- Elsevier’s author information packet can be found at: https://www.elsevier.com/wps/find/journaldescription.cws_home/505601?generatepdf=true) Elsevier’s prohibits AI and AI-assisted tools as authors. [Elsevier's policy on the use of generative AI and AI-assisted technologies](#) lists AI tools permissible for use without disclosure (e.g., grammar checkers) and requires that the AI tools used for research be described "as part of the methodology of the work, with details provided in the Methods section, if relevant, or in a separate section preceding references or bibliography." <https://beta.elsevier.com/about/policies-and-standards/publishing-ethics>
- MDPI (Multidisciplinary Digital Publishing Institute) author information can be found at: <https://www.mdpi.com/about/announcements/5687>
- The Council of Science Editors’ author information can be found at: <https://www.csescienceeditor.org/article/cse-guidance-on-machine-learning-and-artificial-intelligence-tools/>
- Cambridge University Press: AI does not meet the Cambridge requirement for authorship and AI use must be declared and clearly explained in publications such as research papers. <https://www.cambridge.org/core/services/authors/publishing-ethics/research-publishing-ethics-guidelines-for-journals/authorship-and-contributorship>
- Sage publishers’ guidance for authors can be found at <https://us.sagepub.com/en-us/nam/chatgpt-and-generative-ai>
- Science Journals: Editorial Policies state that authors who use AI-assisted technologies as components of their research study or as aids in the writing or presentation of the manuscript should note this in the cover letter and in the acknowledgments section of the manuscript. Detailed information should be provided in the methods section: The full prompt used in the production of the work, as well as the AI tool and its version, should be disclosed. Authors are accountable for the accuracy of the work and for ensuring that there is no plagiarism. They must also ensure that all sources are appropriately cited and should carefully review the work to guard against bias that may be introduced by AI. Editors may decline to move forward with manuscripts if AI is used inappropriately.
- Princeton’s libguide on generative AI disclosures can be found at: <https://libguides.princeton.edu/generativeAI/disclosure>

Keep in mind that if an article using your data or other information is published in an outside journal prior to the publishing of your final report, your Principal Investigator and other authors must cite your final research report as an unpublished work, and must cite all figures, tables, etc. that will be used in the outside report as coming from an unpublished report.

III. Doctrine of Fair Use

Your contractors, principal investigators, or other authors must follow the requirements detailed in the Doctrine of Fair Use (Doctrine). They must properly cite all sources used in any written document. This is not always possible if the author uses AI to help write the document because AI tools are built and run on the work from creative contributors by copying massive amounts of output without obtaining licenses or permission from contributors and authors. In fact, AI competes with authors by using their work.

The Copyright Act (Act), where the Doctrine resides, was codified in Title 17 of the United States Code, and in Chapter 1, Section 107 of the Act sets out the limitations on exclusive rights for copyrights. According to the Doctrine section:

“...reproduction in copies or phonorecords or by any other means specified ..., for purposes such as criticism, comment, news reporting, teaching, scholarship, or research, is not an infringement of copyright.”

The Doctrine specifies that authors are allowed to use,

“quotation of excerpts in a review ...; quotation of short passages in a scholarly or technical work, for illustration or clarification of the author’s observations; ... reproduction by a teacher or student of a small part of a work to illustrate a lesson; ...”

The annotated section of the Copyright Act sets out uses and prohibitions of the use of copyrighted material as follows:

“...the endless variety of situations and combinations of circumstances that can rise in particular cases precludes the formulation of exact rules in the statute. The bill endorses the purpose and general scope of the judicial doctrine of fair use, but **there is no disposition to freeze the doctrine in the statute, especially during a period of rapid technological change**. Beyond a very broad statutory explanation of what fair use is and some of the criteria applicable to it, **the courts must be free to adapt the doctrine to particular situations on a case-by-case basis.**” [Emphasis added]

The Doctrine allows for the free flow of creativity by permitting the unlicensed use of copyright-protected works in certain circumstances. When writing research reports, principal investigators, post doctorate, graduate, undergraduate students, and other authors freely gather necessary information and produce peer reviewed journal articles written from research gathered from data that originates from research projects. When drafting these publications, the authors must insure they do not infringe on any copyright, must insure they are not plagiarizing any content, and they must cite the information gathered from another cite.

IV. Examples of language for legal documents

Courts are holding organization, authors, and publishers accountable for their use of AI tools. Contracts define everyone's responsibilities when AI is used. As stated earlier, the Federal government and states require that you document human and AI usage in all documents. As such, you should look at adding clauses to your contracts and other documents which cover your use of AI tools.

A. Contracts

AI use clauses can be placed in master service agreements, statements of work, data management plans, addendums, supplier terms, employment policies, and other contracts.

1. In contracts, Copyright license language can include the following points.
 - a. All copyrightable material, including but not limited to databases/datasets, works of authorship, software, and original figures, tables, charts, graphs, created or developed in the performance of this Agreement, shall be owned by DOT and Contractor.
 - b. All copyrighted works available can be placed on FHWA's designated public access repositories.
 - c. No copyrightable material or data from the final report may be uploaded into or scanned by any AI tool or program.

B. Copyright permission (See Attachment A)

Copyright permissions are used to ensure your copyrighted material is not taken by publishers when Principal Investigators, graduate students, post-doctoral students, and others use your research to author journal entries in outside publications. Outside publishers ask authors to sign a contract that generally takes away intellectual property rights and author rights. The contracts require authors to list all third-party copyright owners, which you should be. Copyright permissions will protect your asset/copyright from the publisher. Some language that you can use for your permission is as follows:

1. Nothing in this Permission shall be construed as a grant of copyright ownership on any material generated by artificial intelligence (AI) including, but not limited to, the subject matter and all original figures, tables, equations, photos, and other supplemental material, which could include data sets, audio-visual interviews and footage, text, charts, figures, illustrations, photographs, computer graphics, and film footage. All work containing AI generated material must contain more than a *de minimus* amount of human authorship to support a copyright claim by a human actor and not by the AI component.
2. To the extent that any right, now or in the future, existing under copyright is not specifically granted by the terms of this Permission, DOT shall retain those rights.

Other Possible Clauses

Here is a list of possible clauses you could add to your contracts and other documents.

1. Anti-bias and non-discrimination clauses

Clauses in this category should require parties, including all subcontractors, adhere to non-discrimination and anti-harassment language, like what is already required by the Federal government. The clause could also include language regarding allocating risk, ensuring data diversity, mandating transparency, and defining discriminatory outcomes. If your organization has an acceptable criteria policies, it should be reviewed and implemented if necessary.

2. AI bias indemnification clauses

AI tools have an inherent biased nature. It is impossible to know the types of content the AI tools may have ingested and how biased the information is. Because of this, you should insert language in your contract which covers your organization in case biased information is used in your research project. But remember that state entities have sovereign immunity and that indemnification is linked to immunity. Terms like indemnify, defend, and hold harmless is very dangerous. The wrong language could nullify your sovereign immunity and could place your department in jeopardy. Please be very careful with any language that indemnifies any contractor. Your Attorney General should be the one that drafts any indemnification language no matter what the topic is.

3. Human Oversight Clauses

For these clauses, you should include the following language that:

- a. Sets up a mandatory human reviewer for all AI generated outputs.
- b. Sets out who and how to keep a human in loop for all steps of the research project.
- c. Sets out how you will insure AI use is transparent and that there are disclosures on the use.
- d. Provides for prior approval for the use of AI tools and applications especially when the use may affect customers directly or involve sensitive data.

4. Hidden Risk AI clauses

Using AI tools and applications can lead to risks you are not aware of. It is best to insert clauses into the contract to cover for unforeseen risks. Some of the risks can include:

- a. Data privacy leaks and unauthorized sharing.
- b. Loss of IP or unclear ownership of AI outputs.
- c. Biased or low-quality results that harm customers.

- d. Security gaps, missing logs, and shadow AI use.
- e. Vendor lock in and model changes without notice.

V. Disclaimers For Final Reports and/or Derivative Reports

Below are the disclaimers which were drafted for the WYDOT final reports. I have changed these slightly, and you are free to change the language to fit your department's needs.

A. Creative Commons License

All reports are covered by a Creative Commons License and when using any information from any report, whether it is from the finalized report or an unpublished draft, ensure you adhere to the following:

Attribution — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner but not in any way that suggests the licensor endorses you or your use.

ShareAlike — If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.

No additional restrictions — You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

You do not have to comply with the license for elements of the material in the public domain or where your use is permitted by an applicable exception or limitation.

No warranties are given. The license may not give you all of the permissions necessary for your intended use. For example, other rights such as publicity, privacy, or moral rights may limit how you use the material.

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- **Courtesy** — **Acknowledgment or credit** will be given by footnote, bibliographic reference, or a statement in the text for use of material contributed or assistance provided even when a copyright notice is not applicable.

- **Caveat for Unpublished Work** — Some material may be protected under common law or equity even though no copyright notice is displayed on the material. Credit will be given and permission will be obtained as appropriate.

Proprietary Information — To avoid restrictions on the availability of reports, proprietary information is not be included in reports unless it is critical to the understanding of a report and prior approval is received from a DOT and the author. Reports containing such proprietary information will contain a statement on the Technical Report Documentation Page restricting availability and a notice on how to request a copy of the material.

D. No Generative Artificial Intelligence Training

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Attachment A

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Nothing in this Permission shall be construed as a grant of copyright ownership on any material generated by artificial intelligence (AI) including, but not limited to, the subject matter and all original figures, tables, equations, photos, and other supplemental material, which could include data sets, audio-visual interviews and footage, text, charts, figures, illustrations, photographs, computer graphics, and film footage. All work containing AI generated material must contain more than a de minimus amount of human authorship to support a copyright claim by a human actor and not by the AI component.

Prior to the publication of any data or other material derived from the above-mentioned research project, the Contractor, Principal Investigator, students, etc shall ensure that the subject matter and all figures, tables, equations, photos, and other supplemental materials are cited as work in progress, if the work has not yet been published by DOT, or in a manner that meets the requirements of the outside journal for references, if the final report has already been published by DOT.

To the extent that any right, now or in the future, existing under copyright is not specifically granted by the terms of this Permission, DOT shall retain those rights. The omitted rights shall be brought to the attention of DOT as soon as possible. This Permission shall be governed by Wyoming law, and nothing herein shall in any way act as a waiver, express or implied, of the State of Wyoming's, DOT's, or the _____ sovereign immunity, or any defenses available as sovereigns.

Attachment B

DATA MANAGEMENT PLAN AND METADATA SCHEMA TEMPLATE

Data Management Plan

Name of Contractor:

Name of the Project:

Project Duration: Start Date: End Date:

DMP Version:

Date Amended, if any:

Name and ORCID (Open Researcher and Contributor Identifier) Number for each author:

Project Number:

Introduction

What constitutes data will be determined by the Principal Investigator (PI), Project Champion, and the Research Manager. In general, your plan should address the data found in the final research report. The following forms of data/datasets should be reviewed when determining what data should be archived and listed in this Data Management Plan (DMP):

- a) Primary data used in the production of the report: Raw, verified data that has been obtained directly from a source. It can be captured through experiments, surveys, interviews, focus groups, or other direct interactions with individuals in the field. Does not include analysis data.
- b) Unpublished datasets: Materials and methods; clear description of the variables presented; supported by unpublished reports; and any other relevant material.
- c) Secondary Data: Pre-existing data not gathered or collected by the authors. Usually collected by another organizations or source.
- d) Metadata: Set of data that describes and gives information about the dataset – cataloging information.
- e) Dataset description document: Describes all variables in the dataset and the measurement units used.
- f) Codebook: A list of variable names, variable labels, and label values. Should specify the data position of each variable, describe the contents of each variable, and identify the range of possible codes and the meanings of the codes.
- g) Questionnaires: An unused copy of the questionnaire.
- h) Handbooks, guides, and manuals derived from research.

Determination of what counts as data and what should be archived will depend on the Principal Investigator's knowledge of the data and what he/she believes is valuable. As part of the research project t, your DMP should address unique data that may arise from your research.

Data that does not need to be archived or saved includes preliminary analyses of a project, drafts, plans for future research, peer reviews, interoffice communications, emails, letters, or other forms of correspondence. The Principal Investigator and the Project Champion will have the opportunity to discuss what data and/or other digital material should be excluded prior to finalizing the project.

The DOT expects the timely release and sharing of data to be no later than the acceptance for publication of the main findings from the final dataset, and there will be no embargo period approved for this project without prior approval from the Research Center.

Definitions

- a) Artificial Intelligence (AI) for data is the machine learning (ML) and/or other AI tool used to process, analyze, and/or interpret data collections. AI includes data preparation and cleaning, pattern recognition, data labeling, and predictive modeling.
- b) Code or scripts include code used in the collection, manipulation, processing, analysis or visualization of data, but may also include software developed for other purposes.
- c) Copyright is a set of legal rights extended to copyright owners that govern such activities as reproducing, distributing, adapting, or exhibiting original works fixed in tangible forms.
- d) Data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, communications with colleagues. Recorded material excludes physical objects (e.g. laboratory samples). Research data also does not include trade secrets, commercial information, materials necessary to be held confidential, and personnel and medical information, including information that falls under the HIPAA and PII confidentiality impact levels, and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Any information that falls under this definition shall not be considered open source and shall not be publically available. Data Archive is a site where machine-readable materials are stored, preserved or possibly redistributed to individuals interested in the materials.
- e) Data Management Plan is a document that specifies your plans for managing your data and files for a research project.
- f) Dataset means collection of data.
- g) Metadata refers to structured data about data that helps define administrative, technical, or structural characteristics of the digital content.

I. For all peer reviewed articles published using data from this project, provide the following:

- A. Name of the peer reviewed articles,
- B. Digital Object Identifier (DOI) assigned to the peer reviewed article or data set.

- C. Persistent uniform resource locator (URL) for the peer reviewed article.
- D. Dataset URLs, if available.

II. The purpose of this research project is to:

III. Data Types and Storage

The types of data and/or datasets generated and/or used in this project include:

NOTE: Provide a description of the data that you will gather in the course of your project. Address the nature, scope, and scale of the data that will be collected. Describe the characteristics of the data, their relationship to other data, and provide sufficient detail so that reviewers will understand any disclosure risks that may apply. Discuss value of the data over the long-term. Provide the name of all repositories where the data will be housed during the lifetime of the project.

Checklist

- What type of data will be produced?
- How will data be collected? In what formats?
- How will the data collection be documented?
- Will it be reproducible? What would happen if it got lost or became unusable later?
- How much data will it be, and at what growth rate? How often will it change?
- Are there tools or software needed to create/process/visualize the data?
- Will you use pre-existing data? From where?
- Storage and backup strategy?

IV. Data Organization, Documentation, and Metadata

The plan for organizing, documenting, and using descriptive metadata to assure quality control and reproducibility of these data includes:

NOTE: Your DMP should describe the anticipated formats for data and related files. To the maximum extent practicable, and in accordance with generally accepted practices in your field, your DMP should address how you will use platform-independent and non-proprietary formats to ensure maximum utility of the data in the future. If you are unable to use platform-independent and non-proprietary formats, specify the standards and formats that will be used and the rationale for using those standards and formats.

NOTE: Attach the Metadata Schema URL for data generated, and all peer reviewed publications from this project.

Checklist

- What standards will be used for documentation and metadata?
- Is there good project and data documentation format/standard?

- What directory and file naming convention will be used?
- What project and data identifiers will be assigned?
- Is there a community standard for metadata sharing/integration?

V. Data and/or Database Access and Intellectual Property

What access and ownership concerns are there?

Protecting research participants and guarding against the disclosure of identities and/or confidential business information is an essential norm in scientific research. Your DMP should address these issues and outline the efforts you will take to provide informed consent statements to participants, the steps you will take to protect privacy and confidentiality prior to archiving your data, and any additional concerns. If necessary, describe any division of responsibilities for stewarding and protecting the data among Principal Investigators.

If you will not be able to deidentify the data in a manner that protects privacy and confidentiality while maintaining the utility of the dataset, you should describe the necessary restrictions on access and use. In general, in matters of human subject research, your DMP should describe how your informed consent forms will permit sharing with the research community and whether additional steps, such as an Institutional Review Board (IRB), may be used to protect privacy and confidentiality.

Checklist

- What steps will be taken to protect privacy, security, confidentiality, intellectual property or other rights?
- Does your data have any access concerns? Describe the process someone would take to access your data.
- Who controls it (e.g., PI, student, lab, University, funder)?
- Any special privacy or security requirements (e.g., personal data, high-security data)?
- Any embargo periods to uphold?

VI. Data Sharing and Reuse

The data will be released for sharing in the following way.

Describe who will hold the intellectual property rights for the data created by your project. Describe whether you will transfer those rights to a data archive, if appropriate. Identify whether any copyrights apply to the data, as might be the case when using copyrighted instruments. If you will be enforcing terms of use or a requirement for data citation through a license, indicate as much in your DMP. Describe any other legal requirements that might need to be addressed. Make sure there is a disclaimer on all data gathered to ensure no AI tool can scrape or use your data without your permission. A disclaimer may look like the following:

No Generative Artificial Intelligence Training

Without any way limiting the author or other copyright owner's exclusive right under copyright, the owners of the below listed reports, which includes the authors, contractor and a DOT, do not consent to the content being used or downloaded for the purposes of developing, training, or operating any artificial intelligence (AI) tool or model, or other machine learning systems operated by any generative artificial intelligence (GAI) model, which could include but is not limited to machine learning (ML) tools, large language models (LLM), generative adversarial networks (GAN), open AI programs (OpenAI), generative pre-trained transformers (GPT), or their sublicensees. Any use of any of listed reports to train generative AI technologies or their sublicensees is expressly prohibited. The owners of any of the listed reports reserve all rights to license uses of this work and any artificial intelligence tool that is capable of generating works must obtain the owner's specific and express permission to generate any works using data and information from this report.

Checklist

- If you allow others to reuse your data, how will the data be discovered and shared?
- Any sharing requirements (e.g., funder data sharing policy)?
- Audience for reuse? Who will use it now? Who will use it later?
- When will I publish it and where?
- Tools/software needed to work with data?

VI. Data Preservation and Archiving

The data will be preserved and archived in the following way(s).

Describe how you intend to archive your data and why you have chosen that particular option. You may select from a variety of options including, but not limited to:

- Use of an institutional repository.
- Use of an archive or other community-accepted data storage facility.
- Self-dissemination.

You must describe the dataset that is being archived with a minimum amount of metadata that ensures its discoverability. Whatever archive option you choose, that archive must support the capture and provision of the National Transportation Library metadata requirements. In addition, the archive you choose must support the creation and maintenance of persistent identifiers and must provide for maintenance of those identifiers throughout the preservation lifecycle of the data. Your plan should address how your archiving and preservation choices meet these requirements.

Checklist

- How will the data be archived for preservation and long-term access?
- How long should it be retained (e.g., 3-5 years, 10-20 years, permanently)?
- What file formats? Are they long-lived?

- Are there data archives that my data is appropriate for (subject-based? Or institutional)?
- Who will maintain my data for the long-term?

NOTE:

Researchers evaluating data repositories as the option(s) for storing and preserving their data should examine evidence demonstrating that the repository:

- a. Promotes an explicit mission of digital data archiving.
- b. Ensures compliance with legal regulations, and maintains all applicable licenses covering data access and use, including, if applicable, mechanisms to protect privacy rights and maintain the confidentiality of respondents.
- c. Has a documented plan for long-term preservation of its holdings.
- d. Applies documented processes and procedures in managing data storage.
- e. Performs archiving according to explicit workflows across the data life cycle.
- f. Enables the users to discover and use the data, and refer to them in a persistent way through proper citation.
- g. Enables reuse of data, ensuring appropriate formats and application of metadata.
- h. Ensures the integrity and authenticity of the data.
- i. Is adequately funded and staffed, and has a system of governance in place to support its mission.
- j. Possesses a technical infrastructure that explicitly supports the tasks and functions described in internationally accepted archival standards like Open Archival Information System (OAIS).

NOTE: This DMP is created as a derivative from the DMP belonging to the University of Minnesota and can be found at <https://www.lib.umn.edu/datamanagement/DMP>

Metadata Schema

Elements	Example of what is expected for each element
Title¹	Human-readable name of the asset. Should be in plain English and include sufficient detail to facilitate search and discovery. A name given to the publication or data element. All substitute or alternative titles must have a different Metadata Transmittal Schema.0
Creator/contact point	An entity/person(s) primarily responsible for making the content of the resource. Contact person's name, ORCID number, and email for the asset.
Publication Date(s)	The date associated with the final report/dataset.
Description/Abstract	Human-readable description (e.g., an abstract) with sufficient detail to enable a user to quickly understand whether the asset is of interest. May include abstract, table of contents, reference to a graphical representation of content or a free text account of the content.
Subject and Keywords	The topic of the content of the resource. Tags (or keywords) help users discover your dataset; please include terms that would be used by technical and non-technical users.
Identifier² and/or source	A unique identifier for the dataset/publication. Examples: URI, URL, DOI, ISNB, ISSN.
Collection and Related Documents	If there is a secondary dataset, cite source. The collection of which the dataset is a subset should be listed. Include all identifiers and/or sources.
Edition	Most recent date on which the dataset was changed, updated or modified.
Related Documents	Related documents such as technical information about a dataset, developer documentation, etc.
Coverage	Spatial location, temporal period, jurisdiction.
Language	The language of the dataset/publication.

¹ To include alternate title; conference title; and journal title, if they are different.

² To include record numbers; report numbers; NTIS number; TRIS Accession Number; OCLC Number; ISBN; ISSN; contract number; and DOI if available.

Publisher/Distributor	FHWA and Wyoming Department of Transportation List all other publishing companies that this publication has been sent to.
Funding agency	FHWA and Wyoming Department of Transportation
Access Restrictions	The degree to which this dataset could be made publicly available, <i>regardless of whether it has been made available</i> . Choices: public (Data asset is or could be made publicly available to all without restrictions), restricted public (Data asset is available under certain use restrictions), or non-public (Data asset is not available to members of the public).
Intellectual Property and Other Rights	This may include information regarding access or restrictions based on privacy, security, or other policies. This should also serve as an explanation for the selected “accessLevel” including instructions for how to access a restricted file, if applicable, or explanation for why a “non-public” or “restricted public” data asset is not “public,” if applicable.
License	The license or non-license (i.e. Public Domain) status with which the dataset or API has been published.
Code and software needs	List all code specific information. Is there specific software needed to run the database or data.
Format	The machine-readable file format. May include media type or dimensions. Used to determine the software, hardware or other equipment needed to display or operate the resources.
Choice of Repository	If you have a preference, list the repository where you will archive your data/datasets.

NOTE: Each separate report, dataset, collection, existing collection, and software developed must have its own table. All fields in this Schema must be completed at the time of the final report.

NOTE: This Metadata Schema is created as a derivative from the Common Core required fields that can be found at <https://project-open-data.cio.gov/schema/>

¹ To include record numbers; report numbers; NTIS number; TRIS Accession Number; OCLC Number; ISBN; ISSN; contract number; and DOI if available.