

Agreement ID:

Attachment 2
Data Transfer and Use Agreement
Data-specific Terms and Conditions:
Limited Data Set

Additional Terms and Conditions:

1. Nothing herein shall authorize the Recipient to use or further disclose the Data in a manner that would violate the requirements of Provider under 45 CFR 164.514.
2. Recipient shall not use or further disclose the Data other than as permitted by this Agreement or as otherwise required by law.
3. Recipient shall report to the Provider any use or disclosure of the Data not provided for by this Agreement within 5 business days of when it becomes aware of such use or disclosure.
4. Provider is a HIPAA Covered Entity, and the Data will be a Limited Data Set as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In accordance with Section 164.514(e)(2) of the HIPAA Privacy Rule, the Data shall exclude the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State, and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;
 - (xii) Device identifiers and serial numbers;
 - (xiii) Web Universal Resource Locators (URLs);
 - (xiv) Internet Protocol (IP) address numbers;
 - (xv) Biometric identifiers, including finger and voice prints; and
 - (xvi) Full face photographic images and any comparable images.

If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.

5. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from Provider and appropriate Institutional Review Board approval, if required pursuant to 45 CFR 46. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.
6. By signing this Agreement, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required.
7. The parties agree to take such action as is necessary to amend this Agreement, from time to time, in order for the Provider to remain in compliance with the requirements of HIPAA.