Attachment 2

Data Use Agreement

Data-Specific Terms and Conditions:

De-identified Data

Additional Terms and Conditions:

1. The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, the Provider will not release, and the Recipient will not seek, the key to the code.

2. The parties agree that the Data will be de-identified data as defined by HIPAA.

3. The 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 the Data without specific written approval from the Provider and the appropriate Institutional Review Board (“IRB”), if required pursuant to 45 CFR 46. Should the Recipient inadvertently receive identifiable information or otherwise identify a subject, the Recipient will, within five (5) business days of when it becomes aware, notify the Provider and follow the Provider’s reasonable written instructions, which may include return or destruction of the identifiable information.

4. By signing this Agreement, the Recipient confirms 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.