Attachment 2

Data Use Agreement

Data-Specific Terms and Conditions:

Limited Data Set

Additional Terms and Conditions:

1. Nothing herein will authorize the Recipient to use or further disclose the Data in a manner that would violate the requirements applicable to the Provider under 45 CFR 164.514.

2. The Recipient will not use or further disclose the Data other than as permitted by this Agreement or as otherwise required by law.

3. The Provider is a HIPAA [Hybrid/Covered] Entity, and the Data will be a Limited Data Set as defined by HIPAA. In accordance with Section 164.514(e)(2) of HIPAA, 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.

4. 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 Data. Should the Recipient inadvertently receive identifiable information or otherwise identify a subject, the Recipient will notify the Provider within five (5) days and follow the Provider’s reasonable written instructions, which may include return or destruction of the identifiable information.

5. By signing this Agreement, the Recipient confirms that all 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.