

# NEW YORK UNIVERSITY

## HIPAA Information Security Policies, Specifications, and Definitions

**Title:** Policy 10. Business Associate Contracts and Other Arrangements  
**Effective Date:** January 1, 2005  
**Reviewed:** August 8, 2023  
**Revised:** August 8, 2023  
**Issuing Authority:** Executive Vice President; Global University Chief Information Officer  
**Responsible Officer:** Executive Vice President; Global University Chief Information Officer

### Policy

New York University strives to protect the *confidentiality, integrity, and availability of EPHI* by permitting a *business associate* to create, receive, maintain, or transmit *EPHI* on its behalf only if there is a written agreement between New York University and the *business associate* that provides assurances that the *business associate* will appropriately safeguard such *EPHI*. *Business associates* also must obtain satisfactory assurances in the form of a *business associate* agreement from *subcontractors* that the *subcontractors* will safeguard any *EPHI* in their possession. The appropriate *covered component* or *support component* is responsible for *business associate* relationships for their respective component. Who is affected by this policy is documented in HIPAA Policy 1 – Overview: Policies, Procedures, and Documentation.

### Purpose of this Policy

New York University must obtain satisfactory assurances from *business associates* that they will appropriately safeguard *EPHI* as required by the *HIPAA Security Regulations*. This policy reflects New York University's commitment to comply with such Regulations.

### Scope of this Policy

Affected by these policies are all *covered components* that may be designated by the University from time to time, including the NYU School of Medicine, NYU College of Dentistry, and the Student Health Center, and areas designated part of the health care component of the University from time to time but only to the extent that each component performs activities that would make such component a *business associate* of a component of the University that performs covered functions if the two components were separate legal entities (i.e., *support components*), including the Office of the Bursar, Controller's Division, including Accounts Payable, NYU Information Technology (NYU IT), Office of Insurance and Risk Management, Internal Audit, Office of Compliance and Risk Management, Office of General Counsel, Office of Sponsored Programs, University Relations and Public Affairs, Public Safety, Treasury Applications, and University Development and Alumni Relations. The NYU School of Medicine follows HIPAA-related policies and procedures created specifically for its environment; School of Medicine compliance with HIPAA is coordinated through Langone Medical Center. These policies affect all NYU *workforce members* in *covered components*.

### Operational Requirements

- A. New York University and its *covered components* must obtain assurances from a *business associate* that it will appropriately safeguard *EPHI*; such assurances must be documented in writing in a *business associate* agreement/addendum between New York University and the *business associate*. A *business associate* will ensure that any *subcontractors* that create, receive, maintain, or transmit *EPHI* on behalf of the *business associate* agree to provide such assurances as well. New York University's standard

*business associate* agreement/addendum is attached to this policy as EXHIBIT 10A. Neither New York University nor any *covered component* may modify the attached form of *business associate* agreement/addendum, or execute any other form of *business associate* agreement (e.g., a form provided by the *business associate*), without the approval of New York University's Office of General Counsel.

- B. *New York University* workforce members shall not disclose any *EPHI* to a *business associate*, or permit a *business associate* to create, receive, maintain, or transmit *EPHI* on behalf of New York University, unless the *business associate* has signed a *business associate* agreement/addendum with New York University in accordance with this policy. This requirement applies to the contract or other arrangement between a *business associate* and a *subcontractor* in the same manner as such requirements apply to contracts and other arrangements between New York University's *covered components* and *business associates*. Each *business associate* must ensure that its *subcontractors* that create, receive, maintain, or transmit *PHI* on behalf of the *business associate* agree to the same restrictions and conditions with respect to such information.
- C. A copy of each *business associate* agreement/addendum shall be retained in accordance with New York University's and each *covered component*'s customary procedures.
- D. *Business associates* are required to report to the *covered component* or *support component* any security incidents or uses or disclosures of *PHI* provided for in their Business Associate Agreement, as well as those which include but are broader than breaches of *unsecured PHI*. *Business associates* and their *subcontractors* are directly liable for compliance and must provide satisfactory assurance to NYU that they make every effort to prevent and monitor breaches of *PHI*.

#### E. HIPAA REGULATORY INFORMATION

**CATEGORY:** Administrative Safeguards

**TYPE:** Standard, plus REQUIRED Implementation Specification for Business Associate Contracts Standard

**HIPAA HEADING:** Business Associate Contracts and Other Arrangements; Written Contract or Other Arrangement

**REFERENCE:** 45 CFR 164.308(b)(1); 45 CFR 164.308(b)(4)

**SECURITY REGULATION STANDARDS LANGUAGE:** "A covered entity, in accordance with § 164.306 [Security standard: General rules], may permit a business associate to create, receive, maintain, or transmit electronic protected health information on the covered entity's behalf only if the covered entity obtains satisfactory assurances, in accordance with § 164.314(a) [Business associate contracts and other arrangements] that that the business associate will appropriately safeguard the information."

## Policy Definitions

*Availability*

*Business associate*

*Confidentiality*

*Covered component*

*Electronic Protected Health Information (or EPHI)*

*HIPAA Security Regulations*

*Integrity*

*Subcontractor*

*Support component*

*Workforce member*

## Related HIPAA Documents

HIPAA Policy 1 – Overview: Policies, Procedures, and Documentation  
HIPAA Privacy Regulations Business Associate Policy  
HIPAA Privacy Regulations covered component's Minimum Necessary Policy

Public Law 104-191, August 21, 1996, Health Insurance Portability and Accountability Act of 1996,  
<http://www.gpo.gov/fdsys/pkg/PLAW-104publ191/pdf/PLAW-104publ191.pdf>

Part II, Department of Health and Human Services, 45 CFR Parts 160, 162, and 164 Health Insurance Reform: Security Standards; Final Rule, February 20, 2003,  
<http://aspe.hhs.gov/admsimp/FINAL/FR03-8334.pdf>.

American Recovery and Reinvestment Act of 2009. Title XIII, Health Information Technology for Economic and Clinical Health (HITECH), Public Law 111-5—February 17, 2009,  
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/hitechact.pdf>

Department of Health and Human Services. Office of the Secretary. 45 CFR Parts 160 and 164. Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule, January 25, 2013,  
<http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>

# EXHIBIT 10A

## **BUSINESS ASSOCIATE AGREEMENT/ADDENDUM**

(PRIVACY AND SECURITY)

### **STANDARD TEMPLATE (AS OF AUGUST 2023)**

#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) dated as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between New York University, an education corporation, on behalf of its “Covered Component”, and \_\_\_\_\_ (“Business Associate”) whose primary address is \_\_\_\_\_.

WHEREAS, Business Associate may create, receive, maintain, or transmit protected health information on behalf of Covered Component in connection with Business Associate’s performance of its obligations under any and all prior, existing and future agreements and arrangements between the parties (collectively, the “Underlying Agreement”); and

WHEREAS, the parties wish to ensure the confidentiality and security of protected health information in accordance with applicable law, including, without limitation, HIPAA, HITECH and the HIPAA Regulations;

NOW, THEREFORE, the parties agree as follows:

#### **1) Definitions**

a) “*Breach*” shall mean the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information. Breach shall not include: (i) the unintentional acquisition, access or use of PHI by a Workforce Member or agent of Covered Component or Business Associate as long as such acquisition, access, or use was made in good faith and within the course and scope of employment and/or professional relationship and the information is not further accessed, used, or disclosed by any person; (ii) an inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by Business Associate or Covered Component to another similarly situated individual at the same facility provided that the information received as a result of such disclosure is not further accessed, used, or disclosed by any person; or (iii) a disclosure of PHI where Covered Component or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information. An unauthorized acquisition, access, use, or disclosure of PHI is presumed to be a breach unless Covered Component or Business Associate demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

b) “*Designated Record Set*” means a group of records maintained by or for Covered Component that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Component to make decisions about individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Component.

c) “*Electronic Protected Health Information*” or “*Electronic PHI*” or “*EPHI*” means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Regulations.

d) “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e) “*HIPAA Regulations*” or “*Privacy Rule*” or “*Security Rule*” means the regulations promulgated under HIPAA and/or HITECH by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended from time to time.

f) “*HITECH*” means the Health Information Technology for Economic and Clinical Health Act, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

g) “*Individual*” shall have the same meaning as defined in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

h) “*PHI*” means “protected health information” as defined in 45 C.F.R. §160.103.i

i) “*Secretary*” means the Secretary of the Department of Health and Human Services or his or her designee.

j) “*Security Incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system that contains or processes PHI.

k) “*Unsecured Protected Health Information*” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have under HIPAA, HITECH and the HIPAA Regulations, and shall be modified to reflect any changes made to such terms from time to time.

## **2) Obligations and Activities of Business Associate**

a) *Use or Disclosure.* Business Associate agrees not to use or disclose PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Component other than as expressly set forth herein or as required by law.

b) *Safeguards.* Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. To the extent Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to comply with the requirements under the Security Rule.

c) *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect caused by Business Associate or its subcontractors or agents in violation of this Agreement of which Business Associate becomes aware.

d) *Reporting.* Business Associate agrees to notify Covered Component in writing of any use or disclosure of PHI, either by Business Associate or by a third party to which Business Associate disclosed PHI pursuant to Section 2.e herein, other than as provided for in this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. §164.410, or any Security Incident of which it becomes aware, as promptly as possible, but in no event later than forty-eight (48) hours after Business Associate’s discovery thereof. The notice shall be provided to Covered Component in accordance with the notice provisions set forth in Section 6(i) and shall include a brief description of what happened, including the date of the incident and the date of the discovery of the incident; a description of the types of PHI that were involved in the incident; a brief description of the initial steps that BAA is taking to investigate the incident; as well as the number of individuals whose PHI was involved. The Business Associate shall not include any PHI in such notice, and shall only provide the Covered Component with the identity of the individuals whose PHI was involved after receiving instructions from the Covered Component as to the secure means by which Business Associate should provide such information. Following its timely investigation, but in no event later than ten (10) days after Business Associate’s discovery of the incident, the Business Associate shall issue a full report describing the steps taken to investigate the incident, mitigate its effects and prevent similar incidents in the future; any additional details learned regarding the incident as a result of the Business Associate’s further investigation; the sanctions imposed on Workforce Members, agents, representatives, and subcontractors of the Business Associate involved in the incident; and any other available information that Covered Component is required to include in

notification to affected individuals under 45 C.F.R. § 164.404(c). Business Associate agrees to fully cooperate, coordinate with and assist Covered Component in gathering any additional information necessary to make a Breach determination or notify the affected individuals. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate as provided under 45 C.F.R. § 164.410(a)(2).

e) *Subcontractors and Agents.* Business Associate shall enter into written agreements with its subcontractors and agents which create, receive, maintain, or transmit PHI on its behalf which impose upon the subcontractors and agents the obligations, restrictions, and requirements of Business Associate set forth herein. Furthermore, if Business Associate learns of a pattern, activity, or practice of a subcontractor or agent that is a material violation of Business Associate's obligations under this Agreement, Business Associate agrees to take reasonable steps to cure or end such violation, and if such steps are not successful, agrees to terminate the sub-contract or arrangement or, if termination is not feasible, report the situation to Covered Component.

f) *Access.* In the event an Individual makes a request to Business Associate for access to his or her PHI, Business Associate shall forward the request to Covered Component within five (5) business days of receipt of such request, so that Covered Component can respond to such Individual in accordance with 45 C.F.R. § 164.524. Any denial of an Individual's request for access to his or her PHI shall be the responsibility of Covered Component. In the event Covered Component requests access to an Individual's PHI that Business Associate maintains in a Designated Record Set, Business Associate shall provide Covered Component with access thereto for so long as such information is maintained in the Designated Record Set.

g) *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Component directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Component or an Individual within five (5) business days of receipt of Covered Component's request or agreement. In the event an Individual makes a request to Business Associate for amendment of his or her PHI, Business Associate shall forward the request to Covered Component within five (5) business days of receipt of such request.

h) *Audit and Inspection.* Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to Covered Component and the Secretary for the purposes of determining Covered Component's compliance with the HIPAA Regulations, in the time and manner designated by the Covered Component or the Secretary.

i) *Documentation of Disclosures.* Business Associate agrees to comply with the requirements governing documentation of disclosures of PHI and any information related to such disclosures as are imposed upon Covered Component under 45 C.F.R. § 164.528.

j) *Accounting.* Business Associate agrees to provide to Covered Component information compiled by Business Associate in accordance with Section 2.i. hereof, in the time and manner designated by the parties, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), in order to permit Covered Component to provide an accounting of disclosures to an Individual in accordance with 45 C.F.R. § 164.528.

k) *Compliance with the Privacy Rule.* To the extent Business Associate is to carry out one or more of Covered Component's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Component in the performance of such obligations, including the minimum necessary requirements.

l) *Reimbursement for Costs of Notification.* Business Associate agrees to reimburse Covered Component for all costs incurred by Covered Component in providing the notification required by 45 C.F.R. Part 164, Subpart D, including costs associated with preparation and delivery of the notices and mitigation, such as monitoring the credit of individuals who are the subject of a Breach. Such reimbursement shall be made within thirty (30) days after Covered Component's submission to Business Associate of an invoice accompanied by supporting documentation.

m) *Requests for Restrictions.* If Covered Component has agreed to or is required to abide by any requests for restrictions on the use or disclosure of PHI under 45 C.F.R. § 164.522, Business Associate agrees to comply with any such restrictions to the extent that they affect Business Associate's use or disclosure of such PHI.

n) *Minimum Necessary Use and Disclosure.* In conducting functions and/or activities under this Agreement that involve the use and/or disclosure of PHI, Business Associate shall limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Covered Component to accomplish the intended purpose of the use or disclosure, as required by 45 C.F.R. 164.502(b).

o) *Electronic Transactions Regulations.* If Business Associate conducts any Transaction for or on behalf of Covered Component which is covered under the Electronic Transactions Standards from and after the Agreement Effective Date, Business Associate agrees that it will comply with, and cause its Workforce Members, agents, representatives, and subcontractors to comply with, the applicable requirements of the Electronic Transactions Standards.

p) *Training.* Business Associate shall train its Workforce Members, agents, representatives, and subcontractors on HIPAA, HITECH and the HIPAA Regulations.

q) *Compliance with State Law.* Notwithstanding any other provision in this Agreement, no later than the Agreement Effective Date, Business Associate shall comply with applicable state laws.

### **3) Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Agreement:

a) *General Use and Disclosure Provisions.* Business Associate may use or disclose PHI on behalf of Covered Component or as necessary to perform its obligations under the Underlying Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Component or is permitted under Section 3.b hereof.

b) *Specific Use and Disclosure Provisions.* Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to meet its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains from the recipient of the PHI assurances that the PHI will remain confidential, will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to recipient, and the recipient will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

c) *Report Violations.* Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1), provided, however, that prior written notice of such reports is provided to Covered Component.

### **4) Obligations of Covered Component**

a) Covered Component shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Component or that is not otherwise expressly permitted under this Agreement.

b) Covered Component shall notify Business Associate of any limitations in the notice of privacy practices of Covered Component in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI under this Agreement.

c) Covered Component shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI under this Agreement.

d) Covered Component shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Component has agreed to or is required to abide by in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

## **5) Term and Termination; Effect of Termination**

a) *Term and Termination.* This Agreement shall be effective as of the Effective Date and shall continue for the term of the respective Underlying Agreement. Notwithstanding the foregoing, in the event Covered Component determines Business Associate has violated a material term of this Agreement, Covered Component may, at its option, provide Business Associate with twenty (20) days written notice and an opportunity to cure the violation. If the cure remains uncured at the end of such period or is incapable of being cured, Covered Component may, at its option, terminate the Underlying Agreement, in which event this Agreement shall automatically terminate.

b) *Effect of Termination.* Upon termination of this Agreement and/or the respective Underlying Agreement to which it relates, Business Associate shall return or destroy all PHI that Business Associate or its subcontractors or agents created, received, maintained or transmitted on behalf of Covered Component, and certify such return or destruction in a writing signed by an officer of Business Associate, provided, if Business Associate determines that returning or destroying the PHI is not feasible, Business Associate will notify Covered Component in writing of such determination and the specific reasons for such determination, and Business Associate shall comply with the obligations and restrictions on use and disclosure of PHI, including limiting Business Associate's uses and disclosure of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of such subcontractor or agent, Business Associate must provide a written explanation to Covered Component and require the subcontractors and agents to agree to extend any and all protections, obligations and restrictions on use and disclosure of PHI, including limiting Business Associate's uses and disclosure of such PHI to those purposes that make return or destruction infeasible, contained in the subcontractor's or agent's agreement as provided in Section 2.e. hereof. The obligations set forth herein shall survive the termination or expiration of this Agreement and/or the respective Underlying Agreement.

## **6) Miscellaneous**

a) *Regulatory References.* A reference in this Agreement to a section in HIPAA, HITECH and the HIPAA Regulations means the section as in effect or as amended from time to time, and for which compliance is required.

b) *Amendment; Waiver.* This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. Notwithstanding the foregoing, in the event a change in any federal or state law or regulation governing PHI requires an amendment to this Agreement to ensure Covered Component's ongoing compliance with such law or regulation, Business Associate agrees that Covered Component may amend this Agreement, in its sole discretion, upon thirty (30) days' written notice to Business Associate.

c) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Component to comply with HIPAA, HITECH, the HIPAA Regulations, and any other applicable law protecting the privacy, security and confidentiality of PHI. To the extent that any provision of this Agreement conflicts with the provisions of the Underlying Agreement or any other agreement or understanding between the parties, this Agreement shall control.

d) *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI in violation of New York State law.

e) *Indemnification.* Business Associate shall indemnify and hold harmless Covered Component from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in performance of its obligations hereunder.

f) *Injunctions.* Covered Component and Business Associate agree that any violation of this Agreement may cause irreparable harm to Covered Component. Accordingly, in addition to any other remedies available to Covered Component at law or in equity, Covered Component shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.



g) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Component, Business Associate and their respective successors and assigns any rights, obligations, remedies or liabilities.

h) *Independent Contractors.* No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Component and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the parties or any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either Covered Component or Business Associate that Business Associate constitutes an “agent” under such common law.

i) *Notices.* All notices or communications to Covered Component pertaining to this Agreement shall be given both by email to [privacy@nyu.edu](mailto:privacy@nyu.edu) and by hard copy, either via same-day courier delivery or overnight via nationally recognized delivery service (such as UPS or FedEx), to each of the following addresses:

New York University  
University Global Privacy and Data Office  
10 Astor Place, 4th floor  
New York, New York 10003

AND

New York University  
Office of the General Counsel  
70 Washington Square South, 11<sup>th</sup> Floor  
New York, NY 10012  
Attention: General Counsel

Notices to Covered Component will be deemed effective only upon the later of (i) the sending of such notice by email and (ii) the deposit with a delivery service (as specified above) by Business Associate of hard copies of such notice addressed to each of the addresses listed above.

All notices or communications to Business Associate pertaining to this Agreement shall be given as follows: [TO BE COMPLETED BY BUSINESS ASSOCIATE].

Each party may change its representatives for notice and their respective addresses by giving notice of such change in the manner provided above.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**NEW YORK UNIVERSITY**

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: University Global Chief Privacy &  
Data Officer

Title: \_\_\_\_\_