

STATE OF NORTH CAROLINA

Rev. 3/14

COUNTY OF WAKE

**BUSINESS ASSOCIATE ADDENDUM**

**THIS BUSINESS ASSOCIATE ADDENDUM** (“Addendum”) is entered into as of the date of the last signature below, and amends and is made part of the agreement (“Agreement”) by and between **NORTH CAROLINA STATE UNIVERSITY** (“NC State”) and \_\_\_\_\_ (“Business Associate”) dated \_\_\_\_\_.

**RECITALS**

**WHEREAS**, NC State and Business Associate have entered the Agreement, pursuant to which Business Associate provides certain services to NC State, and in connection with those services, Business Associate will have access to certain information that is subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing privacy and security regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-164 (“HIPAA Privacy Rule” and HIPAA Security Rule”), the applicable provisions of Article 39, Chapter 58 of the North Carolina General Statutes, including, but not limited to, the North Carolina Consumer and Customer Information Privacy Act (N.C.G.S. Section 58-39-1, et seq.), and the Family Educational Rights and Privacy Act (“FERPA”); and

**WHEREAS**, NC State and Business Associate mutually agree to modify the Agreement to incorporate the terms of this Addendum; and

**WHEREAS**, this Addendum incorporates the requirements of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services (“DHHS”); and

**WHEREAS**, NC State and Business Associate agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates; and

**WHEREAS**, Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the parties’ continuing obligations under the Agreement, compliance with all applicable laws, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Business Associate agree as follows:

- A. Definitions.** Capitalized terms which are not defined in this Addendum shall have the meaning set forth in HIPAA or the HITECH Act, or any accompanying regulations, as amended from time to time.

**B. Conflicts and Additional Terms.** With the exception set forth in Section J.6 of this Addendum, the parties acknowledge and agree that if any of the terms and conditions set forth in this Addendum are in conflict with or in addition to the terms and conditions set forth in the Agreement, then the Addendum shall control in connection with Business Associate's request, Use, or Disclosure of Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI").

**C. Privacy of Protected Health Information.**

**1. Permitted Uses and Disclosures.** Business Associate agrees to Use or Disclose PHI that it creates or receives for or from NC State only as follows:

- a) Functions and Activities on NC State's Behalf. Business Associate is permitted to Use and Disclose PHI it creates or receives for or from NC State for the purpose of performing its obligations under the Agreement, consistent with the Privacy Rule.
- b) Business Associate's Operations - Use of PHI. Business Associate is permitted by this Addendum to Use PHI it creates or receives for or from NC State if such Use is necessary for Business Associate's proper management and administration, or is necessary to carry out Business Associate's legal responsibilities.
- c) Business Associate's Operations - Disclosure of PHI. Business Associate is permitted by this Addendum to Disclose PHI it creates or receives for or from NC State if such Disclosure is necessary for Business Associate's proper management and administration, or is necessary to carry out Business Associate's legal responsibilities only if the following conditions are met:
  - (i) The Disclosure is required by law; or
  - (ii) Business Associate obtains reasonable assurances in writing from any person or organization to which Business Associate will Disclose such PHI that the person or organization will hold such PHI as confidential, and will only Use or further Disclose such PHI as required by law, or for the purpose for which the Business Associate Disclosed such PHI to the person or organization. The person or organization shall promptly notify the Business Associate (who shall in turn promptly notify NC State) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI has been breached; and
  - (iii) Business Associate shall promptly notify NC State upon making any Disclosure of PHI permitted under Section C.1(c) of this Addendum.

d) Minimum Necessary Standard and Limited Data Set. In performing the functions and activities on NC State's behalf, Business Associate's Use, Disclosure or request of PHI shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate agrees to Use, Disclose or request only the Minimum Necessary PHI to accomplish the purpose of the Use, Disclosure or request.

2. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither Use nor Disclose PHI it creates or receives for or from NC State or from another business associate of NC State, except as permitted or required by the Agreement and this Addendum, or as required by law, or following receipt of prior written approval from NC State. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law. Business Associate shall not directly or indirectly receive payment for any Use or Disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.

3. De-identification of PHI. For any Use or Disclosure of PHI permitted by this Addendum, Business Associate agrees to consider whether such Use or Disclosure can be made through "de-identified" PHI as set forth in 45 C.F.R. 164.514(b)(2)(i) and (ii). Business Associate agrees neither to de-identify PHI it creates or receives for or from NC State or from another business associate of NC State, nor Use or Disclose such de-identified PHI, unless: (i) such de-identification is expressly permitted under the terms and conditions of the Agreement; and (ii) such de-identification is for services provided by Business Associate that relate to NC State's activities for purposes of Payment or Health Care Operations. Unless expressly permitted under the terms and conditions of this Addendum, Business Associate shall not de-identify PHI.

#### D. Information Safeguards.

##### 1. General.

Business Associate will develop, document, implement, maintain and use reasonable and appropriate Administrative, Technical and Physical safeguards to preserve the Integrity and Confidentiality of and to prevent non-permitted Use or Disclosure of PHI created or received for or from NC State. Business Associate agrees that these safeguards will meet any applicable requirements set forth by the DHHS and any requirements set forth in Article 39 of Chapter 58 of the North Carolina General Statutes, including, but not limited to, the North Carolina Consumer and Customer Information Privacy Act (including any regulations issued pursuant to these provisions). Upon NC State's request, Business Associate will provide NC State with access to and copies of documentation regarding the safeguards. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from

a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

**2. Safeguards for Securing Electronic Protected Health Information.**

Business Associate agrees that:

- (i) Business Associate will develop, implement, maintain and use appropriate Administrative, Technical, and Physical safeguards (“Safeguards”), consistent with (and as required by) the Security Standards, 45 C.F.R. Part 164 Subpart C, that reasonably and appropriately protect the Integrity, Confidentiality and Availability of, and to prevent non-permitted or violating Use or Disclosure of, ePHI created or received in connection with the services, functions, and/or transactions to be provided under the Agreement, or that it creates, receives, maintains, or transmits on behalf of NC State. Business Associate will document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of ePHI. Transmission of ePHI shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another;
- (ii) Business Associate will require its agents and Subcontractors to which Business Associate Discloses ePHI created or received by Business Associate in connection with the services, functions, and/or transactions to be provided under the Agreement, to provide reasonable assurance, evidenced by written contract, that, with respect to such ePHI, such agents or Subcontractors will comply with the same security requirements with which Business Associate is required to comply. Business Associate shall supply a copy of Subcontractor or agent’s written contract to NC State upon request. Business Associate further shall notify NC State in any situation where it proposes to use an agent or Subcontractor who is located outside of the United States; and
- (iii) Business Associate will report and track all Security Incidents as described below. Business Associate will monitor and keep track of any Security Incident. Business Associate will report to NC State any Security Incident that results in the unauthorized access, Use, Disclosure, modification, or destruction of NC State’s ePHI or interference with Business Associate’s system operations in Business Associate’s information systems, of which Business Associate becomes aware. Business Associate will inform NC State’s Privacy Official within twenty-four (24) hours after Business Associate learns of such non-permitted or violating Use or Disclosure, and provide a report within ten (10) days meeting the requirements of Section I.1, Breach of Privacy Obligations, of

this Addendum. Business Associate's report will contain at least information concerning the nature and impact of the Security Incident and Business Associate's steps to mitigate this impact. Business Associate also agrees to provide such other information concerning such Security Incident as is requested by NC State. For any other Security Incident, Business Associate will provide such report upon NC State's request.

3. **Documentation.** Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required. Upon NC State's request, Business Associate will provide NC State with access to and copies of these policies and procedures.

4. **Mitigation.**

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from or that may result in a Security Incident, including, but not limited to:

- a) Assess Business Associate's systems for configuration vulnerabilities and vendor patch maintenance on an ongoing basis and take reasonable steps to apply security patches and remediate any substantial vulnerabilities;
- b) Cooperate with NC State if NC State determines that it is necessary and appropriate for Business Associate to shut down its internet facing services provided to NC State and/or cease the connectivity to the service or NC State's network until NC State determines that all risks have been appropriately mitigated;
- c) Cooperate as reasonably requested by NC State, in order to further investigate and resolve the Security Incident;
- d) Use best efforts to prevent any further Security Incident or other prohibited Use or Disclosure; however, such remedial actions shall in no manner relieve Business Associate's obligations or liabilities for breach hereunder.

5. **Termination upon Breach of Security Standards.**

- a) If NC State determines that Business Associate has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Business Associate's security obligations under this Addendum or the Agreement, NC State shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, NC State shall:
  - (i) Terminate this Addendum and the Agreement in accordance with Section I.3 of this Addendum, if feasible; or

(ii) If termination is not feasible, report the problem to the DHHS.

b) Continuing Security Obligations. Business Associate's obligations to protect the security of the ePHI it created, received, maintained, or transmitted for or from NC State will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

6. Access to NC State Information Systems. If Business Associate is provided access to any NC State information system or network containing any ePHI, Business Associate agrees to comply with all NC State policies for access to and use of information from the information systems or network.

E. Subcontractors and Agents. Business Associate will require any of its Subcontractors and agents to which Business Associate is permitted by this Addendum (or is otherwise given NC State's prior written approval) to Disclose any of the PHI Business Associate creates or receives for or from NC State, to provide reasonable assurances in writing that Subcontractor or agent will comply with the same restrictions and conditions that apply to the Business Associate under the terms and conditions of this Addendum with respect to such PHI. Business Associate shall notify NC State of any agents or Subcontractors to which PHI is Disclosed promptly upon such Disclosures. Business Associate further will require its agents and Subcontractors to which Business Associate Discloses ePHI created or received by Business Associate in connection with the services, functions, and/or transactions to be provided under the Agreement, to provide reasonable assurance, evidenced by written contract, that, with respect to such Protected Health Information, such agents or Subcontractors will comply with the same security requirements with which Business Associate is required to comply. Business Associate shall supply a copy of Subcontractor or agent's written contract to NC State upon request.

F. Compliance with Standard Transactions. If Business Associate conducts in whole or part Standard Transactions for or on behalf of NC State, Business Associate will comply, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its Subcontractors or agents to enter into any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of NC State that:

- a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b) Adds any data element or segment to the maximum defined data set;
- c) Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation specification or is not in the Standard Transaction's implementation specification; or

- d) Changes the meaning or intent of the Standard Transaction's implementation specification.

**G. Protected Health Information Access, Amendment and Disclosure Accounting.**

1. **Access.** Business Associate will promptly upon NC State's request make available to NC State or, at NC State's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any PHI in a Designated Record Set about the individual which Business Associate created or received for or from NC State and that is in Business Associate's custody or control, so that NC State may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by NC State.
2. **Amendment.** Business Associate will promptly upon NC State's request amend or permit NC State access to amend any portion of the PHI which Business Associate created or received for or from NC State, and incorporate any amendments to such PHI, so that NC State may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that NC State may meet its Disclosure accounting obligations under 45 C.F.R. § 164.528:
  - a) **Disclosure Tracking.** Business Associate will record for each Disclosure, not excepted from Disclosure accounting under Section G.3(b) of this Addendum, that Business Associate makes to NC State or a third party of PHI that Business Associate creates or receives for or from NC State, the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI Disclosed, and (iv) a brief statement of the purpose of the Disclosure (items i-iv, collectively, the "Disclosure Information"). For repetitive Disclosures Business Associate makes to the same person or entity (including NC State) for a single purpose, Business Associate may provide (A) the Disclosure Information for the first of these repetitive Disclosures, (B) the frequency, periodicity or number of these repetitive Disclosures and (C) the date of the last of these repetitive Disclosures. Business Associate will make this Disclosure Information available to NC State promptly upon NC State's request.
  - b) **Exceptions from Disclosure Tracking.** Business Associate is not required to record Disclosure Information or otherwise account for Disclosures of PHI that this Addendum or NC State in writing permits or requires: (i) for the purpose of NC State's Treatment activities, Payment activities, or Health Care Operations; (ii) to the individual who is the subject of the PHI Disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's Health Care or Payment for Health Care;

(iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) for Disclosures of PHI made pursuant to and in compliance with a valid authorization; (viii) for Disclosures of certain PHI made as part of a limited data; (ix) for certain incidental Disclosures that may occur where reasonable safeguards have been implemented; or (x) as otherwise stated in any amendments to the Disclosure tracking requirements under the HIPAA Privacy Rule.

- c) Disclosure Tracking Time Periods. Unless otherwise provided by applicable law or regulation, Business Associate shall have available for NC State the Disclosure Information required by Section G.3(a) of this Addendum for the 6 years preceding NC State's request for the Disclosure Information.

**H. Inspection of Books and Records; Cooperation with DHHS Investigations and Compliance Reviews.** Business Associate will make its internal practices, books, and records, relating to its Use and Disclosure of the PHI it creates or receives for or from NC State, available to the DHHS to determine NC State's compliance with 45 C.F.R. Parts 160-164. At the request of the Secretary of DHHS, Business Associate will comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaint investigation, pursuant to 45 C.F.R. § 164.310.

**I. Breach of Privacy Obligations.**

**1. Reporting.** Business Associate will report to NC State any (i) acquisition, access, Use or Disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by NC State; and (ii) any Breach of Unsecured PHI. NC State has sole authority to perform a risk assessment to determine whether the Breach compromises the security or privacy of the Unsecured PHI; as such, Business Associate's obligation to report shall include any Unauthorized acquisition, access, Use or Disclosure, even where Business Associate has determined that such Unauthorized acquisition, access, Use or Disclosure does not compromise the security or privacy of such information. Business Associate shall cooperate with NC State in investigating the Breach and in meeting NC State's obligations under the Breach Notification Rule and any other security breach notification laws. Business Associate will make the report to NC State's Privacy Official within ten (10) days after Business Associate learns of such non-permitted acquisition, access, Use or Disclosure. Business Associate's report will at a minimum:

- a) Describe the nature of the Unauthorized acquisition, access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;



- b) Identify each individual whose PHI or Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, acquired, accessed, Used or Disclosed;
- c) Identify the PHI or Unsecured PHI which was acquired, accessed, Used or Disclosed, including the types of identifiers and likelihood of re-identification;
- d) Describe how the Unauthorized acquisition, access, Use or Disclosure occurred, including whether the PHI was actually acquired or viewed;
- e) Identify who made the Unauthorized acquisition, access, Use or Disclosure and who received the non-permitted Disclosure;
- f) Identify what corrective action Business Associate took or will take to prevent further Unauthorized acquisition, access, Uses or Disclosures;
- g) Identify what Business Associate did or will do to mitigate any deleterious effect of the Unauthorized acquisition, access, Use or Disclosure and the extent to which the risk to the PHI has been mitigated; and
- h) Provide such other information, including a written report and details of any risk assessment of the potential or actual Breach of Unsecured PHI or Security Incident, as NC State may reasonably request.

**2. Notification to Individuals.**

As reasonably requested by NC State, Business Associate will provide written or substitute notice of the Breach to the affected individuals, compliant with the requirements under the HITECH Act (“Breach Notice”). Breach Notice must be approved by NC State prior to delivery.

**3. Termination of Agreement.**

- a) NC State Right to Terminate for Breach. NC State may terminate the Agreement without any cost or penalty if it determines that Business Associate has breached any material provision of this Addendum. NC State may exercise this right to terminate the Agreement by providing Business Associate written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in NC State’s notice of termination. Further, if NC State reasonably believes Business Associate will violate a material term of this Addendum, and, where practicable, NC State gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to NC State that it will not breach the cited term of this Addendum within a reasonable time given the specific circumstances, but in any event before

the threatened breach is to occur, then NC State shall have the right to terminate the Agreement immediately.

b) Business Associate Right to Terminate for Breach. Business Associate may terminate the Agreement if it determines, after reasonable consultation with NC State, that NC State has breached any material provision of this Addendum and upon written notice to NC State of the breach, NC State fails to cure the breach within sixty (60) days after receipt of notice. Business Associate may exercise this right to terminate the Agreement by providing NC State written notice of termination, stating the failure to cure the breach of the Addendum that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determines that NC State has breached the terms of this Addendum, and such breach has not been cured, but Business Associate and NC State mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the DHHS.

c) Obligations upon Termination.

(i) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will, if feasible, return to NC State or destroy all PHI and, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from NC State, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. Business Associate will identify any PHI that Business Associate created or received for or from NC State that cannot feasibly be returned to NC State or destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. Within such thirty (30) days, Business Associate will certify in writing to NC State that such return or destruction has been completed, will deliver to NC State the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or Disclose such PHI for those purposes that make return or destruction infeasible.

(ii) Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of the PHI it created or received for or from NC State will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

- (iii) Continuing Security Obligations. Business Associate's obligations to protect the security of the ePHI it created, received, maintained, or transmitted for or from NC State will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.
  - (iv) Other Obligations and Rights. Business Associate's other obligations and rights and NC State's obligations and rights upon termination, cancellation, expiration or other conclusion of the Agreement are those set forth in the Agreement.
4. **Injunctive Relief.** In the event of a breach of any material term of this Addendum, Business Associate agrees that NC State has a right to seek injunctive relief to prevent further Disclosure of PHI.

**J. General Provisions.**

1. **Amendment.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the DHHS with respect to PHI, including, but not limited to the HIPAA privacy and security regulations, this Addendum and the Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations. If NC State deems appropriate, it may amend this Addendum by notice to Business Associate to reflect such regulatory requirements with respect to PHI. Any such amendment will be effective thirty (30) days following NC State's giving of notice.
2. **Rights of Third Parties.** This Addendum is between NC State and Business Associate and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.
3. **Indemnification.** Business Associate shall indemnify, defend, and hold harmless NC State, its Trustees, officers, agents, and employees from all loss, cost, and expense in connection with or arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the performance of this Addendum, or by any act or omission of Business Associate or any of its officers, agents, employees, guests, patrons, or invitees.
4. **Policies and Procedures.** Business Associate agrees to provide, upon NC State's request, reasonable access to and copies of any policies and procedures developed or utilized by Business Associate regarding the protection of PHI.
5. **Compliance Monitoring.** Business Associate agrees to cooperate with NC State's Privacy Official during the conduct of a business associate privacy compliance review. Cooperation shall include but is not limited to providing prompt access to or copies of Business Associate's privacy policies and

procedures and other documentation as may be reasonably requested that relate to Business Associate's handling of PHI.

6. **More Restrictive Confidentiality Terms.** NC State and Business Associate agree that if any provisions of the Agreement that relate to the Use or Disclosure of PHI are more restrictive than the provisions of this Addendum, meaning that the terms provide greater privacy protections for the PHI at issue, then the provisions of the more restrictive document shall control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate's Use and Disclosure of PHI.
7. **Offshore Activities.** Business Associate agrees to promptly notify NC State if Business Associate or any Subcontractor or agents for Business Associate performs any of the permitted functions or activities described in Section C.1(a) of this Addendum at locations outside of the United States and its territories.
8. **Family Educational Rights and Privacy Act.** The parties have determined that Business Associate is a school official with a legitimate educational interest under FERPA. If NC State provides Business Associate with (i) "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99 or (ii) personal identifying information as defined in N.C.G.S. § 132-1.10 (collectively, "Confidential Information"), Business Associate hereby certifies that collection of this Confidential Information is necessary for the performance of its duties and responsibilities on behalf of NC State. Business Associate certifies that it shall maintain the confidential and exempt status of the Confidential Information in its custody, and that it shall not re-disclose Confidential Information as directed by FERPA and other applicable state and federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension, and/or termination of the relationship between NC State and Business Associate for a period of at least five (5) years from date of violation. If Business Associate experiences a security breach relating to the Confidential Information or Business Associate re-discloses the Confidential Information, Business Associate shall immediately notify NC State. Business Associate shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the Confidential Information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release.
9. **Governing Law.** This Addendum and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina.
10. **Severability.** Should any provision of this Addendum be declared illegal, void, or unenforceable, or shall be considered severable, the Addendum shall remain in force and be binding upon the parties as though the said provision had never been included.

- 11. **No Assignment.** No party may assign its respective rights and obligations under this Addendum without the prior written consent of the other party.
- 12. **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.
- 13. **Notices.** All notices and notifications under this Addendum shall be sent in writing to the following listed persons on behalf of NC State and Business Associate, and shall be deemed given when deposited with the U.S. Postal Service for mailing by regular, certified, or overnight mail; when hand-delivered by courier; or when deposited for delivery with Federal Express or United Parcel Service for standard, expedited, or overnight delivery, by facsimile or electronic mail or other transmission:

If to NC State:

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If to Business Associate:

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**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, NC State and Business Associate execute this Addendum in duplicate originals as of the date of the last signature below.

**North Carolina State University**  
**Recommended by:**

\_\_\_\_\_

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Authorized by:**

\_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_