

Anthropic Business Associate Agreement

This Anthropic Business Associate Agreement ("**BAA**") is entered into by Anthropic, PBC ("**Anthropic**" or "**Business Associate**") and the customer identified below ("**Customer**") and supplements the services agreement entered into by Anthropic and Customer, which may be in the form of Anthropic's online [Commercial Terms of Service](#) (the "**Terms**"). Each of Customer and Anthropic may be referred to herein as a "**Party**" and together as the "**Parties**." Any capitalized terms used in this BAA that are not defined in this BAA have the meaning provided in the Terms.

The terms of this BAA will control over any conflicting terms in the Terms. All other nonconflicting terms of the Terms remain valid and enforceable.

A. Recitals

Customer is either a "covered entity" or "business associate," as those terms are defined under the HIPAA. Customer is required to comply with HIPAA regarding the confidentiality and privacy of Protected Health Information.

Business Associate provides to Customer certain services ("**Services**") pursuant to the Terms between the Parties. In connection with the Services, the Parties anticipate that Business Associate may from time to time create or receive Protected Health Information for or on behalf of Customer. By creating or receiving Protected Health Information in its provision of Services to Customer, Business Associate will become a "business associate" or "subcontractor" of Customer, as such terms are defined under HIPAA, and will therefore have obligations regarding the confidentiality and privacy of Protected Health Information that Business Associate creates for, or receives from or on behalf of, Customer.

This BAA applies only to the extent Customer is a "covered entity" or "business associate," as those terms are defined by HIPAA.

B. Definitions.

For purposes of this BAA, capitalized terms will have the meanings ascribed to them below. All capitalized terms used but not otherwise defined herein or in the Terms will have the meaning ascribed to them by HIPAA.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder.

"**HITECH Act**" means the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act.

"**Protected Health Information**" or "**PHI**" is any information, whether oral or recorded in any form or medium that is created, received, maintained, or transmitted by Business Associate for or on behalf of Customer, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual's past, present or future physical or mental health; (ii) the provision of health care to the individual; or (iii) the past, present or future payment for health care.

"Secretary" refers to the Secretary of the U.S. Department of Health and Human Services.

"Security Breach" means any actual, alleged or suspected incident of unauthorized or accidental disclosure of or access to any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Customer.

"Unsecured PHI" 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 (e.g., encryption). This definition applies to both hard copy PHI and electronic PHI.

C. Business Associate Obligations

1. Use and Disclosure of PHI

- (a)** Business Associate (i) will use or disclose PHI only in connection with fulfilling its duties and obligations under this BAA and the Terms; (ii) will not use or disclose PHI other than as permitted or required by the Terms or required by law; (iii) will not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Customer; and (iv) will only use and disclose the minimum necessary PHI for its specific purposes. Customer agrees that Business Associate may rely on Customer's instructions to determine if uses and disclosures meet this minimum necessary requirement.
- (b)** Subject to the restrictions set forth throughout this BAA, Business Associate may use the information received from Customer if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.
- (c)** Subject to the restrictions set forth in this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that (i) disclosures are required by law or (ii) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 2. Safeguards.** Business Associate will employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this BAA or the Terms. Business Associate will comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this BAA or the Terms.

- 3. Audits and Records.** As required by HIPAA, Business Associate will make available to the Secretary Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Customer's compliance with HIPAA.