



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) forms part of the [Terms of Service](#) or other mutually accepted written agreement between Glean and Customer governing Customer’s use of the Service (“**Agreement**”). This BAA becomes effective on the date that the Customer signs the BAA (“**Effective Date**”). In the event of any conflict or inconsistency between the terms of the Agreement and this BAA, the terms of this BAA shall prevail. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

This BAA governs the creation, receipt, maintenance, or transmission of any Protected Health Information (*as defined below*) on behalf of the Customer (the “**Covered Entity**”) by Glean (the “**Business Associate**”) in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”).

1. Definitions.

1.1 All capitalized terms used but not otherwise defined in this BAA or the Agreement, including, “**Designated Record Set**”, “**Disclosure**”, “**Individual**”, “**Required by Law**”, “**Security Incident**”, “**Subcontractor**”, “**Unsecured PHI**”, “**Use**”, shall have the same meaning ascribed to such terms in HIPAA.

1.2 “**Privacy Rule**” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

1.3 “**Protected Health Information**” or “**PHI**” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 “**Security Rule**” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

2. Use and Disclosure.

2.1 Except as otherwise provided in this BAA, Business Associate may Use or Disclose PHI as may be reasonably necessary to perform its obligations under the Agreement, provided that such Use or Disclosure would not violate HIPAA if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2.2 Except as otherwise limited by this BAA, Business Associate may Use the PHI for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may Disclose PHI for its proper management and administration, provided that (i) the Disclosures are Required by Law; or (ii) Business Associate obtains, in writing, prior to making any Disclosure to a third party reasonable assurances from such third party that (a) the PHI will be treated confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to this third party, and (b) third party notifies Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

2.3 Except as permitted by the Agreement or this BAA, Business Associate agrees not to Use or Disclose PHI for any other purpose.

3. Appropriate Safeguards.

3.1 Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent the Use or Disclosure of PHI other than as provided by this BAA, including compliance with HIPAA’s Security Rule (45 CFR Part 164 Subpart C) for Electronic Protected Health Information.

3.2 Business Associate agrees to comply with the applicable requirements of Security Rule.

4. Reporting. Business Associate agrees to report to the Covered Entity without undue delay, but in no event later than five (5) business days, upon becoming aware of Security Incident, including any Use or Disclosure of Unsecured PHI in violation of this BAA. The parties hereby agree that this section shall serve as a notice for any unsuccessful Security Incident and no further reporting shall be required.

5. Mitigation of Disclosures of PHI. Business Associate agrees to take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any Use or Disclosure of PHI by Business Associate in violation of this BAA.

6. Agreement with Subcontractor. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.608(b)(2), the Business Associate agrees to ensure that any of its Subcontractor(s) that have access to PHI agree in writing to terms concerning Uses



and Disclosures of PHI that are no less protective of the PHI as the terms contained in this BAA, including the implementation of reasonable and appropriate safeguards to protect any Electronic Protected Health Information.

7. Access to PHI.

7.1 Business Associate agrees to furnish to Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set within five (5) business days of Covered Entity's request, to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524. To the extent that PHI in a Designated Record Set is available to the Covered Entity through access to the Service, then the Business Associate satisfies its obligations under this Section through the provision of the Service.

7.2 In the event that any Individual requests access to such Individual's PHI directly from Business Associate, Business Associate agrees to forward that request to Covered Entity within five (5) business days. Covered Entity shall have the sole responsibility to make decisions on whether to approve an Individual request for access to Protected Health Information.

8. Amendment of PHI.

8.1 Upon request and instruction from Covered Entity, Business Associate agrees to amend PHI in a Designated Record Set as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within ten (10) business days of Covered Entity's request. To the extent that Buyer can amend PHI in a Designated Record Set through use of the Service, then Supplier satisfies its obligations under this Section through the provision of the Service.

8.2 In the event that any Individual requests that Business Associate amend such Individual's PHI, Business Associate agrees to forward this request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for amendment to Protected Health Information.

9. Accounting of Disclosures.

9.1 Business Associate agrees to maintain and, upon request by Covered Entity, within ten (10) business days provide Covered Entity with the information necessary for Covered Entity to provide an Individual with an accounting of Disclosures as required by 45 C.F.R. § 164.528.

9.2 If Business Associate receives a request for an accounting directly from an Individual, Business Associate agrees to forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to provide an accounting of Disclosures to the Individual.

10. Availability of Books and Records. Business Associate agrees to make available its internal practices, books, agreements, records, and policies and procedures relating to the Use and Disclosure of PHI, upon request, to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

11. Obligations of the Covered Entity.

11.1 With regard to the Use and/or Disclosure of PHI by Business Associate, Covered Entity agrees to:

- (i) notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI hereunder;
- (ii) notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and
- (iii) notify Business Associate of any restriction on the Use or Disclosure of PHI under 45 C.F.R. §164.522, to the extent that Covered Entity is aware of such restriction and such restriction may affect Business Associate's Use or Disclosure of PHI.

11.2 Except as otherwise set forth in Section 2 of this BAA, Covered Entity shall not request or cause Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

12. Term and Termination.

12.1 This BAA commences on the Effective Date and terminates upon expiration or termination of the Agreement.

12.2 For purposes of the termination provision under the Agreement, a breach of this BAA shall constitute a breach of the Agreement

12.3 In the event of a termination of this BAA for any reason:



(i) Except as provided in Section 12.3.b. hereunder, Business Associate agrees to return to Covered Entity or destroy any PHI in its possession upon termination of the Agreement for any reason. Business Associate will not retain any copies of such information. This provision shall also apply to PHI that is in the possession of Business Associate's Subcontractors.

(ii) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate agrees to furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, Business Associate agrees to extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further Uses and Disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this sub-section 12.3.b. will survive any termination of this BAA.

13. Miscellaneous.

13.1 Effect of BAA. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

13.2 Liability. Each party's liability under or in connection with this BAA shall be as set forth in the Agreement. For avoidance of doubt, any claims or actions arising out of this BAA shall be governed by the limitations and exclusions as set forth in the Agreement.

13.3 Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

13.4 Amendment & Waiver. This BAA may not be modified, nor will any provision 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. The Parties agree to take such action as is necessary to amend this BAA from time to time as is reasonably necessary for the parties to comply with the requirements of HIPAA.

In Witness Whereof, the parties' authorized representatives hereby agree to this BAA as of the Effective Date.

Please note that this version of Glean's BAA is made available for review only.

To sign this BAA, please use [Glean's DocuSign PowerForm available here](#).

Note: the signer must verify their identity through email before accessing and signing the PowerForm.
