



Office of Research Integrity

LIMITED DATA SETS and DATA USE AGREEMENTS for RESEARCH INVOLVING HIPAA DATA

Responsible Administrator: Data Privacy Officer

Responsible Office: Office of Research Integrity

Originally Issued:

Revision Date:

Approvals: 

09/19/2024

David Hatchett, PhD, Vice President of Research

Date

Statement of Purpose

The purpose of the policy is to establish guidelines for who is permitted to use and receive a limited data set and when a data use agreement is needed, as required by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

Entities Affected by this Policy

- Division of Research
- Associate Dean of Research, all campus
- Academic Research Faculty

Who Should Read this Policy

All UNLV employees:

- UNLV Principal Investigators
- UNLV Researchers
- Division of Research
- Outside entities that will be utilizing UNLV's data

Policy

Data Use Agreement: The Privacy Rule requires a covered entity to enter into a data use agreement (DUA) before there is any use and/or disclosure of a **limited data set (LDS)** to an outside institution or party.

Covered entities, such as UNLV, must enter into a DUA with any recipient of a LDS from UNLV. Likewise, a researcher and employee of UNLV must obtain a DUA from a covered entity or its business associate before receiving and using a LDS. A DUA must be entered into before there is any use or disclosure of a LDS to a researcher by the covered entity.

A DUA between the covered entity and the researcher must:

- Establish the permitted uses and disclosures of the LDS are limited to the purpose of research, public health or health care operations;
- Establish who is permitted to use or receive the LDS; and
- Require the LDS recipient to agree to:
 - i. Not use or further disclose the information other than as permitted by the agreement or as otherwise required by law;
 - ii. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the agreement;
 - iii. Report to the Covered Entity any use or disclosure of the information not provided for by the agreement of which it becomes aware;
 - iv. Ensure that any agents; including a subcontractor, to whom it provides the LDS, agrees to the same restrictions and conditions that apply to the recipient with respect to such information
 - v. Not to identify the information or contact the individuals

Limited Data Set: A LDS is not de-identified data and therefore is still considered protected health information (PHI) which must be safeguarded and protected as required under the Privacy Rule. A LDS may be disclosed to an outside party under a DUA for purposes of research, public health, or health care operations. Disclosures of LDS to researchers with a DUA are not subject to the HIPAA accounting of disclosure requirements.

The following identifiers must be excluded from the PHI data elements to create an LDS:

Names	Account numbers
Street addresses	Certificate/driver’s license numbers
Telephone and fax numbers	Vehicle identifiers and serial numbers, including license plate numbers
Email addresses	Device identifiers and serial numbers

Social security numbers	URLs and IP addresses
Medical record numbers	Biometric identifiers
Health plan beneficiary numbers	Full face photographic images and any comparable images

2. A LDS may only include the following data elements:
- Dates, such as admission, discharge, service, date of birth, date of death
 - City, state, and zip code (not street address)
 - Age
 - Any other unique code or identifier that is not listed as a direct identifier above

Creation of LDS: A covered entity may use an internal workforce member (researcher), to create the LDS. The recipient may also create the LDS so long as the recipient is acting as a Business Associate or Subcontractor (pursuant to a Business Associate Agreement) of the covered entity. A DUA is still required for disclosure when the Business Associate creates the LDS.

Disclosure of LDS within UNLV: The Nevada System of Higher Education (NSHE) is a hybrid covered entity under HIPAA. HIPAA standards, policies and procedures are applied to all programs, departments and schools at NSHE that are identified as included in the health care component of NSHE.

Chapter 4, Section 11 of the NSHE Procedures & Guidelines Manual, Section 11 identifies the health care components of NSHE, which include:

- UNLV School of Medicine
- Dental School
- the Student Wellness unit, which includes Student Health Center, Pharmacy and Laboratory, Counseling and Psychological Services (CAPS) and Faculty and Staff Treatment Center (FAST)
- Athletic Training Department
- Center for Individual and Family Counseling
- the PRACTICE
- Marriage and Family Therapy clinic
- Nevada Institute of Personalized Medicine are all currently designated as a health care component of NSHE.

An intra-institutional DUA is required when one of the above listed covered entities within UNLV releases a LDS to an employee of another department within UNLV.

Related Documents

[NIH Privacy Rule and Research](#)

[HHS Research Guidance](#)

Master Data Use Agreement (Outside Entity)- Appendix A

UNLV Intra-Institutional Data Use Agreement – Appendix B

Contacts

Data Privacy Officer

Definitions

Please defer research glossary

APPENDIX A

UNLV

UNIVERSITY OF NEVADA, LAS VEGAS

DATA USE AGREEMENT

This Data Use Agreement (the “**Agreement**”) is entered into and made effective the Insert Date (the “**Effective Date**”), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (the “**University**” or “**Covered Entity**”) and Insert Legal Name (the “**Data Recipient**”) (each a “**Party**” and collectively the “**Parties**”). The purpose of this Agreement is to establish the terms and conditions under which the University may from time to time disclose to Data Recipient, and Data Recipient may use, disclose, receive, transmit or maintain the Limited Data Set (“**LDS**”) in the following titled research project: Insert Research Project Name (“**Project Name**”) under the direct supervision of Insert PI Name (“**Principal Investigator**”) in accord with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) regulations codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time (the “**HIPAA Regulations**”).

1. **DEFINITIONS.** Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement will have the meaning ascribed to them in the HIPAA Regulations. LDS will have the meaning ascribed to “Limited Data Sets” in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to the LDS transmitted from or on behalf of the Covered Entity to Data Recipient or an agent or subcontractor of Data Recipient, or created by Data Recipient or its agent or subcontractor on behalf of Covered Entity. Unless otherwise specified, the use of the term PHI will be interpreted to include the LDS.

1.1 “**Individually Identifiable Health Information**” means information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, employer, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) that identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.2 “**Limited Data Set**” means Protected Health Information that excludes 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.

1.3 “**Protected Health Information**” means Individually Identifiable Health Information that Data Recipient receives from University or from a business associate of the University or which Data Recipient creates for the University which is transmitted or maintained in any form or medium. “Protected Health Information” shall not include education records covered by the Family Educational Right and Privacy

Act, as amended, 20 U.S.C. §1232g, or records described in 20 U.S.C. §1232g (a)(4)(B)(iv), or employment records held by University in its role as employer.

2. **DEFINITION OF DATA.** This Agreement applies to the LDS as described in Attachment A hereto.

3. **LICENSE TO USE THE LDS.** The University grants Data Recipient the right to use the LDS for the sole purpose of data analysis and related research activities including, but not limited to, publishing of the results and supporting data (the “**Purpose**”). Nothing herein shall be deemed a grant of a license to any intellectual property rights of the University or the LDS except as set forth in the Purpose.

4. **RESTRICTIONS ON RECIPIENT’S USE OF DATA**

4.1. Data Recipient acknowledges that the LDS consists of sensitive data or information that the University is required to protect and agrees to use appropriate safeguards to protect the LDS from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate physical controls and password protections for any server, system, or device on which the LDS may reside, and (ii) taking any other measures reasonably necessary to prevent any use or disclosure of the LDS other than as provided in this Agreement.

4.2. Data Recipient agrees to comply with all applicable international, federal, state and local laws and regulations, and IRB restrictions, including, but not limited to, those concerning the privacy and confidentiality of individually identifiable health information and export control laws.

4.3. Data Recipient agrees to report to the University any use or disclosure of the LDS not provided for by this Agreement of which Data Recipient becomes aware. Such report shall be made to the contact noted in this Agreement as soon as reasonably possible, but, in any event, no later than five (5) business days from the date on which Data Recipient becomes aware that the LDS has been used or disclosed in a manner not provided for by this Agreement. As a condition of continued access to and use of the LDS, Data Recipient will fully cooperate with any remediation that University, at their sole discretion, determines is necessary to (i) address any applicable reporting requirements; and (ii) mitigate any effects of such unauthorized use or disclosure of the LDS, including, without limitation, measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

4.4. Data Recipient will not use the information in the LDS, alone or in combination, to identify or contact any individual whose information is contained in the LDS.

4.5. Data Recipient will hold any agent of the Data Recipient, including any permitted subcontractor, to the same standards, restrictions, and conditions stated in this Agreement with respect to the LDS.

4.6 **Health Care Operations, Public Health and Research.** Except as otherwise limited in this Agreement, Data Recipient may use or disclose the LDS only for purposes of research, public health or Health Care Operations.

4.7 **Continuing Privacy Obligations.** Data Recipient’s obligation to protect the privacy of the LDS is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement with respect to any portion of the LDS Data Recipient maintains after such termination, cancellation, expiration or other conclusion of this Agreement.

5. **NOTICE.** Any notice required or permitted under this Agreement will be given in writing and delivered personally or sent by certified mail, return receipt requested, or by reputable overnight delivery service, such as Federal Express, to the following individuals:

For the University of Nevada, Las Vegas:

University of Nevada, Las Vegas
Attn:
Vice President for Research and Economic Development
4505 S. Maryland Parkway, Box 451092
Las Vegas, NV 89154-1092

Telephone: 702-895-4811
Email:

For the Recipient:

Entity:

Contact Name:

Contact Title:

Address:

Phone:

Email:

6. **PUBLIC RECORDS DISCLOSURE.** The Parties acknowledge that this Agreement is subject to the provisions of the State of Nevada Public Records Law, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and other information or documents received from the Data Recipient may be open to public inspection and copying. The University has a duty to disclose, if requested, records responsive to any such request as required by law unless a particular record is made confidential by law or a common law balancing of interests. Notwithstanding the forgoing, the Parties agree that should any Party receive a demand for the disclosure of any information related to this Agreement that the other Party has claimed that to be confidential and/or proprietary, the Party receiving the demand will promptly, to the extent legally permissible and reasonably possible, notify the other Party of such demand including, but not limited to, the existence, terms, and circumstances surrounding such request so the other Party, at their own expense, may seek a protective order or otherwise prevent such disclosure.

7. **INDEMNIFICATION.** Data Recipient agrees to indemnify, defend, save and hold harmless the University, its regents, employees, and agents, from and against any claim, cause of action, , liability, direct losses, damages, costs and/or expenses directly or indirectly suffered by the University arising out of or in connection with any unauthorized Use or Disclosure of Limited Data Set Information or any other breach of this Agreement by Data Recipient, its employees, or any of its subcontractors or agents. The obligations under this provision survive any expiration or termination of this Agreement.

8. **TERM AND TERMINATION.** This Agreement will commence as of the Effective Date and remain in effect for the period of time the Data Recipient retains the LDS described herein but not to exceed five (5) years from the Effective Date.

8.1 **Termination without Cause.** The Parties agree that either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

8.2 **Termination for Material Breach.** The University may terminate this Agreement immediately, with no advance notice to Data Recipient, if the University has any reason to believe that the Data Recipient has violated this Agreement, including, but not limited to, unauthorized access to LDS information or systems not within the definition of the LDS or using the LDS inconsistent with the Purpose.

8.3 **Termination Permitted Due to Change in Law.** Any Party may terminate this Agreement as permitted in accordance with this Agreement upon a change in an applicable law that causes performance in compliance with this Agreement to violate the law.

8.4 **Effect of Termination.** The Parties acknowledge and agree that the provision of LDS to Data Recipient is conditioned upon this Agreement being in full force and effect. Therefore, upon termination of this Agreement, the Parties agree that the University will refrain from submitting LDS to Data Recipient, and Data Recipient will refrain from accepting LDS from the University. Upon termination of this Agreement, Data Recipient agrees to promptly return or destroy, except to the extent infeasible, all LDS, including any LDS, which Data Recipient has disclosed to its subcontractors or agents. In the event that return or destruction of some or all of the LDS is infeasible, Data Recipient will continue to extend the protections of this Agreement to such LLDS that is not returned or destroyed. This section of the Agreement survives any expiration or termination of this Agreement.

9. **REPRESENTATION AND WARRANTY.** The University represents and warrants that it has the right to disclose the LDS. NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE. THE LDS TRANSFERRED TO RECIPIENT PURSUANT TO THIS AGREEMENT IS PROVIDED "AS IS."

10. MISCELLANEOUS PROVISIONS.

10.1 **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements.

10.2 **Relationship of the Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or other joint business relationship between the Parties or any of their affiliates.

10.3 **Assignment.** No Party may assign or transfer its respective rights or obligations under this Agreement without the prior written consent of the other Party.

10.4 **Governing Law.** To the extent that federal law does not govern this Agreement, this Agreement shall be governed in accordance with the laws of the State of Nevada, excluding is conflict of law provisions.

10.5 **Waiver.** No provision of this Agreement may be waived except by an agreement in writing signed by both Parties. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

10.6 **Third Party Beneficiaries.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. Without limiting the generality of the foregoing, the Parties

agree that Individuals whose Limited Data Set Information is Used Or Disclosed to Data Recipient or its agents or subcontractors under this Agreement are *not* third party beneficiaries to this Agreement.

10.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.8 **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

10.9 **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the University and Data Recipient to comply with the HIPAA Regulations.

10.10 **Other.** Neither the University nor the Data Recipient shall use the names or trademarks of the other party or of any of the respective party's affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date specified above.

**BOARD OF REGENTS OF THE NEVADA DATA RECIPIENT
SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

By: _____

Vice President for Research and Economic
Development

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX B

UNLV

Intra-Institutional Agreement

UNIVERSITY OF NEVADA, LAS VEGAS

MEMORANDUM OF UNDERSTANDING FOR DATA USE BETWEEN THE UNIVERSITY OF NEVADA LAS VEGAS, [REDACTED] (*ENTER DEPARTMENT, e.g. School of Dental Medicine*) AND UNIVERSITY OF NEVADA, LAS VEGAS, (*ENTER DEPARTMENT*)

This Data Use Agreement (the “**Agreement**”) is entered into and made effective the Insert Date (the “**Effective Date**”), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Insert Department Name (the “**Insert Department Name**” or “**Covered Entity**”) and University of Nevada, Las Vegas, Insert Department Name (the “**Data Recipient**”) (each a “**Party**” and collectively the “**Parties**”). The purpose of this Agreement is to establish the terms and conditions under which the Department may disclose to Data Recipient, and Data Recipient may use, disclose, receive, transmit or maintain the Limited Data Set (“**LDS**”) in the following titled research project: Insert Research Project Name (“**Project Name**”) under the direct supervision of Insert PI Name (“**Principal Investigator**”) in accord with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) regulations codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time (the “**HIPAA Regulations**”).

1. **DEFINITIONS.** Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement will have the meaning ascribed to them in the HIPAA Regulations. LDS will have the meaning ascribed to “Limited Data Sets” in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to the LDS transmitted from or on behalf of the Covered Entity to Data Recipient or an agent or subcontractor of Data Recipient, or created by Data Recipient or its agent or subcontractor on behalf of Covered Entity. Unless otherwise specified, the use of the term PHI will be interpreted to include the LDS.

1.1 “**Individually Identifiable Health Information**” means information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, employer, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) that identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.2 “**Limited Data Set**” means Protected Health Information that excludes 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.

1.3 “**Protected Health Information**” means Individually Identifiable Health Information that Data Recipient receives from University or from a business associate of the University or which Data

Recipient creates for the University which is transmitted or maintained in any form or medium. “Protected Health Information” shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, or records described in 20 U.S.C. §1232g (a)(4)(B)(iv), or employment records held by University in its role as employer.

2. **DEFINITION OF DATA.** This Agreement applies to the LDS as described in Attachment A hereto.

3. **LICENSE TO USE THE LDS.** The *Department* grants Data Recipient the right to use the LDS for the sole purpose of data analysis and related research activities including, but not limited to, publishing of the results and supporting data (the “**Purpose**”). Nothing herein shall be deemed a grant of a license to any intellectual property rights of the University or the LDS except as set forth in the Purpose.

4. **RESTRICTIONS ON RECIPIENT’S USE OF DATA**

4.1. Data Recipient acknowledges that the LDS consists of sensitive data or information that the University is required to protect and agrees to use appropriate safeguards to protect the LDS from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate physical controls and password protections for any server, system, or device on which the LDS may reside, and (ii) taking any other measures reasonably necessary to prevent any use or disclosure of the LDS other than as provided in this Agreement.

4.2. Data Recipient agrees to comply with all applicable international, federal, state and local laws and regulations, and IRB restrictions, including, but not limited to, those concerning the privacy and confidentiality of individually identifiable health information and export control laws.

4.3. Data Recipient agrees to report to the University any use or disclosure of the LDS not provided for by this Agreement of which Data Recipient becomes aware. Such report shall be made to the contact noted in this Agreement as soon as reasonably possible, but, in any event, no later than five (5) business days from the date on which Data Recipient becomes aware that the LDS has been used or disclosed in a manner not provided for by this Agreement. As a condition of continued access to and use of the LDS, Data Recipient will fully cooperate with any remediation that University, at their sole discretion, determines is necessary to (i) address any applicable reporting requirements; and (ii) mitigate any effects of such unauthorized use or disclosure of the LDS, including, without limitation, measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

4.4. Data Recipient will not use the information in the LDS, alone or in combination, to identify or contact any individual whose information is contained in the LDS.

4.5. Data Recipient will hold any agent of the Data Recipient, including any permitted subcontractor, to the same standards, restrictions, and conditions stated in this Agreement with respect to the LDS.

4.6 **Health Care Operations, Public Health and Research.** Except as otherwise limited in this Agreement, Data Recipient may use or disclose the LDS only for purposes of research, public health or Health Care Operations.

4.7 **Continuing Privacy Obligations.** Data Recipient’s obligation to protect the privacy of the LDS is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement with respect to any portion of the LDS Data Recipient maintains after such termination, cancellation, expiration or other conclusion of this Agreement.

5. **NOTICE.** Any notice required or permitted under this Agreement will be given in writing and delivered personally or sent by certified mail, return receipt requested, or by reputable overnight delivery service, such as Federal Express, to the following individuals:

For the University of Nevada, Las Vegas:

University of Nevada, Las Vegas
Attn:
Vice President for Research and Economic Development
4505 S. Maryland Parkway, Box 451092
Las Vegas, NV 89154-1092

Telephone: 702-895-4811
Email:

For the Recipient:

Entity:

Contact Name:

Contact Title:

Address:

Phone:

Email:

8. **TERM AND TERMINATION.** This Agreement will commence as of the Effective Date and remain in effect for the period of time the Data Recipient retains the LDS described herein but not to exceed five (5) years from the Effective Date.

8.1 **Termination without Cause.** The Parties agree that either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

8.2 **Termination for Material Breach.** The *Department* may terminate this Agreement immediately, with no advance notice to Data Recipient, if the *Department* has any reason to believe that the Data Recipient has violated this Agreement, including, but not limited to, unauthorized access to LDS information or systems not within the definition of the LDS or using the LDS inconsistent with the Purpose.

8.3 **Termination Permitted Due to Change in Law.** Any Party may terminate this Agreement as permitted in accordance with this Agreement upon a change in an applicable law that causes performance in compliance with this Agreement to violate the law.

8.4 **Effect of Termination.** The Parties acknowledge and agree that the provision of LDS to Data Recipient is conditioned upon this Agreement being in full force and effect. Therefore, upon termination of this Agreement, the Parties agree that the *Department* will refrain from submitting LDS to Data Recipient, and Data Recipient will refrain from accepting LDS from the *Department*. Upon termination of this Agreement, Data Recipient agrees to promptly return or destroy, except to the extent infeasible, all LDS,

including any LDS, which Data Recipient has disclosed to its subcontractors or agents. In the event that return or destruction of some or all of the LDS is infeasible, Data Recipient will continue to extend the protections of this Agreement to such LLDS that is not returned or destroyed. This section of the Agreement survives any expiration or termination of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements.

10.2 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date specified above.

**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

By: _____

By: _____

Vice President for Research and Economic
Development

Name: _____

Title: _____

Date: _____

Date: _____