

Business Associate Agreement

Professional fill-in draft for Inspire Ventures LLC d/b/a PeptideRx and a covered entity or provider group.

Instructions: Complete the fill-in table below, confirm bracketed business terms, and have licensed counsel review before use. This document is a professional template, not legal advice.

Agreement Information

Field	Information to complete
Effective Date	[Month Day, Year]
Covered Entity Legal Name	[Provider / clinic / medical practice legal name]
Covered Entity Address	[Street, City, State, ZIP]
Covered Entity Notice Email	[notice email]
Business Associate	Inspire Ventures LLC d/b/a PeptideRx
Business Associate Address	[PeptideRx Mailing Address]
Business Associate Notice Email	legal@peptiderx.com
Underlying Services Agreement	[Name/date of provider, platform, or services agreement]
Breach Reporting Deadline	10 calendar days after discovery, unless counsel changes this to a different legally appropriate deadline
Governing Law	Colorado, unless counsel selects another state

1. Parties and Purpose

This Business Associate Agreement (the "Agreement") is entered into as of the Effective Date listed above by and between the Covered Entity identified above ("Covered Entity") and Inspire Ventures LLC d/b/a PeptideRx ("Business Associate").

Covered Entity and Business Associate are parties to, or are entering into, an underlying services relationship under which Business Associate may create, receive, maintain, or transmit Protected Health Information ("PHI") on behalf of Covered Entity. This Agreement is intended to satisfy applicable requirements of the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (collectively, "HIPAA").

2. Definitions

Capitalized terms not otherwise defined in this Agreement have the meanings given to them under HIPAA, including but not limited to "Breach," "Electronic PHI," "Individual," "Required by Law," "Secretary," "Security Incident," "Unsecured PHI," "Use," and "Disclosure."

"PHI" means Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may Use or Disclose PHI only as necessary to perform services for Covered Entity, as permitted by this Agreement, as set forth in the underlying services agreement, or as Required by Law.

Business Associate may Use PHI for its proper management and administration and to carry out its legal responsibilities, provided that any Disclosure for such purposes is Required by Law or Business Associate obtains reasonable assurances that the recipient will keep the PHI confidential, Use or further Disclose it only as Required by Law or for the purpose for which it was Disclosed, and notify Business Associate of any breach of confidentiality.

Business Associate will not Use or Disclose PHI in a manner that would violate HIPAA if done by Covered Entity, except where HIPAA expressly permits Business Associate to do so.

4. Safeguards and Minimum Necessary

Business Associate will implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI and Electronic PHI, including safeguards required by the HIPAA Security Rule where applicable.

Business Associate will limit Uses, Disclosures, and requests for PHI to the minimum necessary to accomplish the intended purpose, except as otherwise permitted by HIPAA.

5. Subcontractors

Business Associate will ensure that any subcontractor that creates, receives, maintains, or transmits PHI on Business Associate's behalf agrees in writing to substantially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

Business Associate remains responsible for its own compliance obligations and for using commercially reasonable measures to address subcontractor compliance issues known to Business Associate.

6. Reporting of Improper Uses, Breaches, and Security Incidents

Business Associate will report to Covered Entity any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

Business Associate will report any Breach of Unsecured PHI without unreasonable delay and, in any event, no later than the Breach Reporting Deadline listed above after discovery, unless a different deadline is required by applicable law.

Business Associate will report Security Incidents of which it becomes aware. The parties may agree that routine, unsuccessful security events such as pings, scans, or blocked firewall attempts are deemed reported by this paragraph, provided no unauthorized access, Use, Disclosure, modification, or destruction of Electronic PHI occurred.

Business Associate will cooperate reasonably with Covered Entity in investigating and mitigating reported events and in supporting Covered Entity's breach notification obligations.

7. Individual Rights; Access, Amendment, and Accounting

To the extent Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate will make such PHI available to Covered Entity or, at Covered Entity's direction, to the Individual, as necessary for Covered Entity to respond to access requests under 45 CFR 164.524.

Business Associate will make PHI available for amendment and incorporate amendments as reasonably directed by Covered Entity in accordance with 45 CFR 164.526.

Business Associate will provide information reasonably necessary for Covered Entity to respond to an accounting of disclosures request under 45 CFR 164.528.

8. Access by Secretary of HHS

Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, created by, or received on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.

9. Term and Termination

This Agreement begins on the Effective Date and remains in effect until terminated or until all PHI has been returned, destroyed, or is protected under the survival provisions of this Agreement.

Covered Entity may terminate this Agreement if Business Associate materially breaches this Agreement and fails to cure the breach within 30 days after written notice, or sooner if cure is not possible or if immediate termination is permitted by law.

Upon termination, Business Associate will return or destroy all PHI received from, or created or received on behalf of, Covered Entity, if feasible. If return or destruction is not feasible, Business Associate will extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make return or destruction infeasible.

10. Miscellaneous

This Agreement will be interpreted to permit compliance with HIPAA. Any ambiguity will be resolved in favor of a meaning that permits compliance with HIPAA.

This Agreement may be amended only in writing signed by both parties. The parties will cooperate in good faith to amend this Agreement as necessary to comply with changes in applicable law.

Nothing in this Agreement creates third-party beneficiary rights. If any provision is held invalid, the remaining provisions remain in effect to the fullest extent permitted by law.

Governing law: Colorado, unless counsel selects a different governing law in the Agreement Information table.

Signatures

COVERED ENTITY	BUSINESS ASSOCIATE: Inspire Ventures LLC d/b/a PeptideRx
Signature: _____	Signature: _____
Printed Name/Title: _____	Printed Name/Title: _____
Date: _____	Date: _____