

Data Sharing and Use Agreement (DUA) Addendum: Frequently Asked Questions with Answers
Last Updated: 8/12/2025

1. How does the DUA Addendum relate to the original Routine and Seasonal Immunization DUA?

Answer: The DUA Addendum serves as an extension to the previously signed original Routine and Seasonal Immunization DUA. The DUA Addendum is a standing agreement with no expiration; it continues beyond the current Immunization Cooperative Agreement (IP25-0007) period. As the original Routine and Season Immunization DUA provides the basis of data submission processes, all Jurisdictions must have a signed original Routine and Seasonal Immunization DUA and DUA Addendum.

2. What does the DUA Addendum addend?

Answer: The DUA Addendum is an extension to the original Routine and Seasonal Immunization DUA, which outlines the terms of IIS data submission and use. Signature of the original Routine and Seasonal Immunization DUA and the DUA Addendum within the first three months of year one are requirements on page 28 of the Immunization Cooperative Agreement (CoAg), IP25-0007. Delay or failure to sign these agreements may impact CoAg funding. The DUA Addendum is also an addendum to the CDC Core DUA with Common Provisions. Addenda of the CDC Core DUA apply to specific data types and specify the provisions unique to the data type and Jurisdiction. Page 10 of the DUA Addendum indicates that the “Jurisdiction acknowledges and agrees that the terms and conditions in the Common Provisions of the CDC Core DUA apply unless a term in this Agreement is more specific to these data.” Although the CDC Core DUA is not required to be signed prior to signing the DUA Addendum, the DUA Addendum expands upon the CDC Core DUA, which is also a standing agreement.

3. How does the DUA Addendum differ from the original Routine and Seasonal Immunization DUA?

Answer: The [DUA Addendum Summary](#) document provides details related to updates and clarifications included in the DUA Addendum compared to the original Routine and Seasonal Immunization DUA. Key points include that the DUA Addendum:

- Serves as a standing agreement that continues beyond the current Notice of Funding Opportunity (NOFO) period.
- Further clarifies the roles, responsibilities, protections, processes and communications related to data access and data use. Specific areas of clarification include the following:
 - Updates and additional transparency into CDC’s data use and sharing policies
 - Enhanced compliance requirements
 - Adjustments to the data submission architecture
- Emphasizes CDC's commitment to maintaining the confidentiality of directly identifiable or potentially identifiable data by complying with the Privacy Act of 1974, HIPAA standards, and FOIA and by specifying the suppression criteria.

Additionally, the DUA Addendum adds the Routine Immunization DUA, which is noted as addendum F in the CDC Core DUA. Page 10 of the DUA Addendum indicates that the

“Jurisdiction acknowledges and agrees that the terms and conditions in the Common Provisions of the CDC Core DUA apply unless a term in this Agreement is more specific to these data.” Although the CDC Core DUA is not required to be signed prior to signing the DUA Addendum, the DUA Addendum expands upon the CDC Core DUA, which is also a standing agreement.

4. Does a Jurisdiction need to have signed the Original Routine and Seasonal Immunization DUA prior to signing the DUA Addendum?

Answer: Yes. All Jurisdictions need to sign the original Routine and Seasonal Immunization DUA. If this has not previously been signed, the Jurisdiction should submit a signed version either prior to or at the same time that their signed DUA Addendum is submitted. The DUA Addendum serves as an extension to the previously signed original Routine and Seasonal Immunization DUA. The DUA Addendum is a standing agreement with no expiration; it continues beyond the current Immunization Cooperative Agreement (IP25-0007) period. As the original Routine and Season Immunization DUA provides the basis of data submission processes, all Jurisdictions must have a signed original Routine and Season Immunization DUA and DUA Addendum.

5. How can I receive a copy of the CDC Core DUA and determine whether it has been signed by my Jurisdiction?

Answer: The CDC Core DUA was disseminated differently across Jurisdictions based on program structure. Please contact datapolicy@cdc.gov to inquire who received the CDC Core DUA for your Jurisdiction. A copy of the [CDC Core DUA](#) can be found in the ISD Awardee and Partner SharePoint [2025 DUA Addendum folder](#).

6. What is the end date of coverage by the DUA Addendum?

Answer: The DUA Addendum does not have an end date. It is not aligned with the Immunization Cooperative Agreement (IP25-0007 NOFO) timeline and does not need to be renewed. It is intended to be a standing agreement with no expiration. Coverage for the original Routine and Seasonal Immunization DUA ended June 30, 2025. The DUA Addendum adds the Routine Immunization DUA, which is noted as addendum F in the CDC Core DUA. The CDC Core DUA does not have an end date, however the CDC Core DUA includes a clause that the CDC Core DUA can be terminated with thirty-day notice from either party. Data-specific addenda of the CDC Core may include additional expiration/terminations, at the discretion of and as agreed upon by both parties.

7. When is data submission required following DUA Addendum signature?

Answer: Submission of data should begin immediately following the DUA Addendum becoming executable (i.e., signed by both the Jurisdiction and CDC) based on the next upcoming routine or aggregate data submission date. The next upcoming monthly aggregate flu submission date is September 9, 2025. All Jurisdictions should begin submitting aggregate monthly flu data by October 9, 2025. The first quarterly routine data submission date is October 31, 2025.

8. What is the definition of an authorized user as it relates to the IIS data referenced in the DUA Addendum?

Answer: Authorized users are defined on page 3 of the DUA Addendum: “Authorized User” means an individual who, as part of directly supporting Department of Health and Human Services (HHS) or CDC public health efforts, has a need for the data. Authorized Users will generally be HHS and CDC federal employees, contractors working with HHS or CDC, and other agents specified by HHS or CDC engaged in public health efforts consistent with HHS or CDC authorities. As further provided in Appendix A, Authorized Users may be required to submit a request for access to data provided under this Agreement.

9. With what other agencies can HHS/CDC share these data? Will those entities then be authorized to share with entities such as border patrol, ICE, homelands security, etc. outside of instances required by law?

Answer: In the Acknowledgement of Disclosure section on page 9 of the DUA Addendum, it states that “CDC agrees ***to not disclose*** directly or potentially identifiable information (e.g., date of birth, county of residence, zip code) on individuals to non-HHS federal agencies, including but not limited to the Department of Homeland Security, Immigration and Customs Enforcement, Customs and Border Protection, any successor agency, or any law enforcement agency, except where necessary for public health purposes or required by law.” The only identifiable data that Jurisdictions are asked to submit from the IIS are date of birth, county, state, and zip code. At no time will CDC or HHS have access to individual names, addresses, or other personal identifiers.

10. How does the nature of the data IIS submitted further ensure protection of the data and reduce the risk of unintended identification of individuals?

Answer: The only identifiable data that Jurisdictions are asked to submit from the IIS are date of birth, county, state, and zip code. At no time will CDC or HHS have access to individual names, addresses, or other personal identifiers.

11. What safeguards has CDC put in place to reduce the risk of unintended identification of individuals due to small population numbers?

Answer: CDC understands that some Jurisdictions may have small numbers depending on how data are analyzed. Therefore, suppression criteria disallowing publication of record-level data or aggregate data containing a sample size of less than a 50-record per data element response, are explicitly stated on pages 4, 5, and 8 of the DUA Addendum, as well as pages 6, 12, and 13 of Appendix A. Additionally, Attachment 1 serves as an agreement with any Authorized User requesting access to IIS data to adhere to and maintain safeguards to protect the confidentiality of the data as described in Appendix A.

12. Are redlines of the DUA Addendum permitted? What is the process for submitting redlines of the DUA Addendum?

Answer: Exceptions to allow redlining the DUA Addendum are anticipated to be minimal. CDC is aware of which Jurisdictions have citable state laws or statutes that legally prevent or limit the sharing of IIS data for public health purposes based on the previously submitted Routine and Seasonal Immunization DUA. Redlines to the DUA Addendum should mirror what a Jurisdiction previously submitted in their original Routine and Seasonal Immunization DUA. The process for

submitting is to email the redlined request form and redlined DUA Addendum to IISInfo@cdc.gov, copying the IIS SME, for CDC to review.

13. Is there a separate deadline for submitting redlined DUA Addenda?

Answer: Assuming any redlined DUA Addendum aligns with a previously approved redlined Routine and Seasonal Immunization DUA, the Jurisdiction should submit the redlined DUA Addendum ASAP to allow appropriate time for review, ensuring final Jurisdiction signature occurs by October 1, 2025.

14. Can a redlined DUA Addendum be submitted on its own, or only with the Routine and Seasonal Immunization DUA as a whole?

Answer: The redlined DUA Addendum must reflect the content of the previously approved redlined original Routine and Seasonal Immunization DUA.

- If the original Routine and Seasonal Immunization DUA was redlined, the DUA Addendum may be redlined to include the citable law and align with the original DUA. The DUA Addendum may be submitted separately, as CDC has all previously signed Routine and Seasonal Immunization DUAs on file.
- If the Jurisdiction has not yet submitted the original Routine and Seasonal Immunization DUA, the Jurisdiction must sign and submit both the original Routine and Seasonal Immunization DUA and the DUA Addendum together. Redlines to the original DUA must be supported by citable law and redlines to the DUA Addendum should align with the original.

15. How does the DUA Addendum relate to the CDC Core DUA?

Answer: The DUA Addendum is an addendum to the Routine and Seasonal Immunization DUA and provides greater specificity about the data to be submitted. The DUA Addendum adds the Routine and Seasonal Immunization DUA, which is noted as addendum F in the CDC Core DUA. Page 10 of the DUA Addendum indicates that the “Jurisdiction acknowledges and agrees that the terms and conditions in the Common Provisions of the CDC Core DUA apply unless a term in this Agreement is more specific to these data.” Although the CDC Core DUA is not required to be signed prior to signing the DUA Addendum, the DUA Addendum expands upon the CDC Core DUA, which is also a standing agreement. Addenda of the CDC Core DUA apply to specific data types and specify the provisions unique to the data type and Jurisdiction. For questions about the CDC Core DUA, please reach out to datapolicy@cdc.gov, including “CDC Core DUA” in the subject line, and copying your IIS SME.

16. Does a Jurisdiction need to have signed the CDC Core DUA to sign the DUA Addendum?

Answer: No. The CDC Core DUA is not required to be signed prior to signing the DUA Addendum. The DUA Addendum adds the Routine and Seasonal Immunization DUA, which is noted as addendum F in the CDC Core DUA. Page 10 of the DUA Addendum indicates that the “Jurisdiction acknowledges and agrees that the terms and conditions in the Common Provisions of the CDC Core DUA apply unless a term in this Agreement is more specific to these data.” Although the CDC Core DUA is not required to be signed prior to signing the DUA Addendum, the DUA Addendum expands upon the CDC Core DUA, which is also a standing agreement.

17. What is the CDC Core DUA?

Answer: The CDC Core DUA reflects the shift to an agency-to-agency public health relationship to strengthen data sharing during routine and response times. The CDC Core DUA is intended to be a “living agreement” that Jurisdictions and CDC can update as new needs or requirements arise, putting the partnership goals around data for public health action up front. The CDC Core DUA includes two key components: Common Provisions and Addenda.

- The Common Provisions describe the basic terms and conditions under which Jurisdictions will share data with CDC, and how CDC will receive, protect, and use the data shared by Jurisdictions, including accountability, privacy and confidentiality, stewardship, scientific practice, efficiency, and equity responsibilities.
- The Addenda apply to specific data types and specify the provisions unique to the data type and Jurisdiction – each addendum will include only one data type. The Routine and Seasonal Immunization DUA, and thereby the DUA Addendum, serves as Addenda F to the CDC Core DUA.