

HHSAC

Mutual Non-Disclosure Agreement (Template) -
HHSAC

Tier-1 - Public Tier-1 Document

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Classification	Tier-1
Status	Active
Owner	Program Office
Official Contact	programoffice@hhsac.org

Verification-Only Public Surface: This document is intentionally sanitized. It provides governance and verification information sufficient for initial compliance review without exposing sensitive operational details.

Evidence-First Definition: Any reference to 'delivered' means only POD-indexed delivery recorded in the evidence register at a controlled point. HHSAC does not claim patient-level delivery or end-user receipt.

Compliance-by-Design: HHSAC does not facilitate evasion of laws, sanctions, or controls. Ambiguity triggers EX/HOLD until resolved through documented escalation.

Instructions (Template Use)

This is a mutual NDA template intended for Tier-2 controlled disclosure engagements. Parties should complete bracketed fields and obtain appropriate legal review for their jurisdiction and circumstances. This template is provided as a convenience and does not constitute legal advice.

- Complete: Parties, Effective Date, Purpose, Governing Law/Jurisdiction, Term, and Notice details.
- Do not remove: anti-evasion, compliance, and disclosure-logging clauses.
- Ensure signatories have authority to bind their organizations.

1. Parties

Disclosing Party and **Receiving Party** are each a "Party" and together the "Parties."

Disclosing Party: [LEGAL NAME], [ADDRESS], [REG NO. (if any)]

Receiving Party: [LEGAL NAME], [ADDRESS], [REG NO. (if any)]

2. Purpose

The Parties wish to exchange Confidential Information solely for the purpose of: **[Tier-2 verification / compliance review / audit]** relating to HHSAC's controlled disclosure materials ("Purpose").

3. Confidential Information

- "Confidential Information" includes any non-public information disclosed in any form, including documents, data, evidence packs, procedures, and communications, whether marked confidential or reasonably understood to be confidential.
- Confidential Information excludes information that is (a) publicly available without breach, (b) lawfully received from a third party without restriction, (c) independently developed without use of Confidential Information, or (d) approved in writing for release.

4. Obligations of Receiving Party

- Use Confidential Information only for the Purpose and no other purpose.
- Restrict access to need-to-know personnel who are bound by confidentiality obligations no less protective than this NDA.
- Apply reasonable administrative, technical, and physical safeguards to protect Confidential Information.
- Do not copy or reproduce beyond what is necessary for the Purpose; maintain traceability of copies.

5. Permitted Disclosures

- Receiving Party may disclose Confidential Information if required by law or regulator, provided it gives prompt notice (where lawful) and cooperates in seeking protective treatment.
- Disclosures to auditors/regulators are permitted only within the Purpose and subject to the minimum necessary principle.

6. Controlled Disclosure Logging

For Tier-2 materials, Receiving Party agrees that disclosures may be logged by HHSAC Program Office for auditability (e.g., request ID, date, scope, and approving authority), without publishing sensitive content on Tier-1.

7. Compliance and Anti-Evasion

- Receiving Party shall not request, use, or disclose information in a manner intended to circumvent laws, sanctions, export controls, or regulatory requirements.
- Any suspected evasion attempt or ambiguity requires immediate escalation to HHSAC Compliance & Risk and may trigger suspension of disclosure.

Compliance contact: compliance@hhsac.org.

8. Term and Survival

This NDA begins on the Effective Date and continues for [TERM] years unless terminated earlier by written notice. Confidentiality obligations survive for [SURVIVAL] years after termination, except for trade secrets where obligations survive as long as they remain trade secrets under applicable law.

9. Return/Destruction

Upon request, Receiving Party will return or securely destroy Confidential Information (including copies), except one archival copy may be retained solely for legal compliance, subject to ongoing confidentiality.

10. No License; No Warranty

- No intellectual property rights are granted by disclosure except the limited right to use information for the Purpose.
- Confidential Information is provided "as is." Neither Party makes warranties as to accuracy or completeness for operational reliance.

11. Remedies

The Parties acknowledge that unauthorized disclosure may cause irreparable harm and that injunctive relief may be appropriate in addition to other remedies.

12. Governing Law and Jurisdiction

Governing Law: [GERMANY / OTHER]. Jurisdiction/Venue: [BERLIN / OTHER].

13. Signatures

Disclosing Party: _____ Name/Title: _____ Date: _____

Receiving Party: _____ Name/Title: _____ Date: _____