



ACCREDITATION SANS FRONTIÈRES

ASF Confidentiality Agreement & NDA Template

The actual written undertaking every ASF policy that requires confidentiality already assumes exists

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Document Control

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Foreword

Principle 2 of the ASF Code of Conduct requires every individual acting on ASF's behalf to protect confidential information. Section 4 of the ASF Outsourcing Policy requires a written confidentiality undertaking from any external party ASF engages. Until this document, neither provision had an actual agreement to point to — both assumed a real, signable document existed, and it did not. This is that document.

1. Purpose

This document provides the actual confidentiality agreement referenced by Principle 2 of the ASF Code of Conduct and Section 4 of the ASF Outsourcing Policy, and establishes the standard terms ASF uses whenever a written confidentiality undertaking is required from an individual or organization not otherwise covered by an existing ASF governing document.

2. Why the Specific Terms Matter: The Real Legal Evidence

A confidentiality agreement that simply states “keep this confidential forever” is not a stronger protection than a carefully scoped one — it is often a genuinely weaker one. Courts routinely decline to enforce confidentiality obligations that are perpetual or unreasonably broad, particularly where the information in question does not warrant that level of ongoing protection; real enforcement practice treats a defined duration of one to five years, matched to the actual sensitivity of the information, as the standard courts are willing to uphold [1–2].

A genuine trade secret is the real exception to this rule, and the distinction matters enough that this template treats the two categories separately in Section 4. One documented case involved a company that applied a standard time-limited confidentiality term to information that was, in substance, a genuine trade secret — and subsequently found itself unable to enforce continued secrecy once that time limit expired, despite the information still being genuinely sensitive [3]. This template avoids that specific failure by defining two duration tiers rather than one, so the choice of duration is a deliberate decision tied to what is actually being protected, not a single default applied without regard to it.

An unenforceable NDA is worse than no NDA at all in one specific way: it creates a false sense that the information is legally protected when it is not. This template's insistence on a defined, reasonable duration — rather than the broadest possible claim — exists specifically to avoid that false confidence.

3. When This Agreement Is Used

- An external party engaged under the ASF Outsourcing Policy, Section 4
- Any individual or organization ASF shares confidential information with outside the ordinary scope of an existing ASF role already covered by the ASF Code of Conduct's own confidentiality principle
- A prospective Council or Revision Panel member, during the period before their formal appointment, where confidential material is shared as part of the selection process under How ASF Develops and Revises Standards

This agreement does not replace the confidentiality obligations already built into the ASF Code of Conduct for existing ASF personnel; it is used specifically where no such existing obligation already applies to the party in question.

4. The Template

The text below is the actual agreement. Bracketed fields are completed for each specific use; the substantive terms are not altered without Council approval, consistent with the ASF Document Control Procedure.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into as of [DATE] between Accréditation Sans Frontières, a French association (loi 1901), registered at 32 Boulevard de Rochechouart, 75018 Paris, France (“ASF”), and [NAME OF RECEIVING PARTY] (“Receiving Party”).

1. Definition of Confidential Information

“Confidential Information” means any information disclosed by ASF to the Receiving Party, in any form, that is designated as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure, including but not limited to: survey findings, complainant or whistleblower identities, sentinel event reports, draft standards under revision, and personnel or applicant records.

2. Obligations of the Receiving Party

The Receiving Party shall: (a) hold the Confidential Information in strict confidence; (b) use the Confidential Information solely for the purpose for which it was disclosed; (c) not disclose the Confidential Information to any third party without ASF's prior written consent; and (d) protect the Confidential Information using at least the same degree of care the Receiving Party uses to protect its own confidential information, and in any case no less than a reasonable degree of care.

3. Exceptions

This Agreement imposes no obligation with respect to information that the Receiving Party can demonstrate: (a) was already lawfully known to the Receiving Party prior to disclosure; (b) becomes publicly available through no fault of the Receiving Party; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is rightfully received from a third party without a duty of confidentiality [4].

4. Duration

- Standard Confidential Information: the obligations of confidentiality under this Agreement continue for three (3) years from the date of disclosure.
- Information ASF specifically designates, in writing, as a trade secret or as information warranting indefinite protection: the obligations of confidentiality continue for as long as the information remains genuinely secret and commercially or operationally valuable to ASF, consistent with the real legal treatment trade secrets receive independent of any fixed term [3].

Where ASF does not specify which tier applies, the three-year standard term under this Section governs.

5. Return or Destruction of Materials

Upon ASF's written request, or upon completion of the purpose for which the Confidential Information was disclosed, the Receiving Party shall return or destroy all materials containing Confidential Information, and certify such return or destruction in writing upon request.

6. Remedies

The Receiving Party acknowledges that a breach of this Agreement may cause ASF irreparable harm for which monetary damages alone would be an inadequate remedy, and agrees that ASF is entitled to seek equitable relief, including injunctive relief, in addition to any other remedy available at law [5].

7. No License

Nothing in this Agreement grants the Receiving Party any license, right, or interest in the Confidential Information beyond the limited right to use it for the purpose for which it was disclosed.

8. Governing Law and Jurisdiction

This Agreement is governed by French law, and the parties submit to the exclusive jurisdiction of the courts of Paris, France, consistent with ASF's own place of legal registration.

Signatures

For Accréditation Sans Frontières — Name: _____

Title: _____

Signature: _____

Date: _____

For [Receiving Party] — Name: _____

Title (if applicable): _____

Signature: _____

Date: _____

☐ Electronic signature accepted as equivalent to a handwritten signature for purposes of this Agreement

References

- [1] Sirion. Do NDAs Hold Up in Court? What You Need to Know About Enforceability. 2026.
- [2] UpCounsel. How Long Is Your Nondisclosure Agreement Applicable? 2025.
- [3] EveryNDA. Duration Clauses in Non-Disclosure Agreements, citing the Silicon Image case.
- [4] Johnsen Law. Why Buyers Should Limit the Timeframe of Confidentiality in NDAs. 2025.
- [5] Bloomberg Law. Confidentiality and Nondisclosure Agreements Explained. 2025.

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Every ASF document that says 'sign a confidentiality undertaking' now has something real to point to — and a genuinely enforceable one, not the broadest possible claim that a court would strike down anyway.