

# MEDICAL NON-DISCLOSURE AGREEMENT

Location: \_\_\_\_\_ Parties: \_\_\_\_\_

## Disclosing Party Information:

Full Name or Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Receiving Party Information:

Full Name or Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all medical records, patient information, health data, treatment plans, diagnoses, prescriptions, and any other information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of Receiving Party

The Receiving Party agrees to maintain all Confidential Information in strict confidence, to use it solely for the permitted purpose, and to restrict disclosure to employees, agents, or subcontractors who have a need to know and are bound by confidentiality obligations no less restrictive than those contained herein. The Receiving Party shall use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but not less than reasonable care.

## 3. Permitted Disclosures

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, regulation, court order, or governmental authority, provided that the Receiving Party, to the extent legally permitted, gives prompt written notice to the Disclosing Party to allow it to seek protective measures or other remedies.

## 4. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is rightfully obtained from a third party without restriction and without breach of any obligation to the Disclosing Party.

## 5. Term

The obligations of confidentiality contained herein shall commence on the Effective Date of this Agreement and continue indefinitely with respect to all Confidential Information disclosed during the term.

## 6. Return or Destruction of Confidential Information

Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, extracts, and

summaries thereof, and certify in writing to the Disclosing Party that such return or destruction has been completed.

### **7. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license, ownership, or other rights in or to the Confidential Information, except for the limited right to use such information in accordance with this Agreement.

### **8. Remedies**

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or in equity in the event of any breach or threatened breach of this Agreement.

### **9. No Warranty**

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

### **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any dispute arising out of or relating to this Agreement.

### **11. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

### **12. Entire Agreement; Amendments**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendment or modification must be in writing and signed by both parties.

### **13. Waiver**

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

### **14. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest in connection with a merger or sale of substantially all assets.

### **15. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures provided by electronic means (including PDF and scanned copies) shall be deemed to have the same legal effect as originals.

### **16. Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or as otherwise designated by written notice.

**17. No Agency or Partnership**

Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, or employment relationship between the parties.

**18. Relationship to HIPAA and Other Laws**

This Agreement is intended to comply with applicable federal and state laws governing the confidentiality of medical information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). The parties agree to cooperate in good faith to comply with such laws.

**19. Injunctive Relief**

The Receiving Party acknowledges that any breach or threatened breach of the obligations herein may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek immediate injunctive relief in addition to any other remedies.

**20. Signatures**

The parties have caused this Medical Non-Disclosure Agreement to be executed by their duly authorized representatives as of the date written below.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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