

H-CSC: Confidentiality Declaration

between

DELEGATE OF THE MEMBER

Name: _____

Function: _____

Organisation (Member): _____

Address: _____

hereinafter referred to as the **DELEGATE**,

and

HEALTHCARE CYBER SECURITY CENTER (H-CSC)

3000 Bern

hereinafter referred to as **H-CSC**

Background

By virtue of membership in the **H-CSC**, the **DELEGATE** gains access to confidential information originating from the **H-CSC**, its members, partners, or third parties (hereinafter referred to as **H-CSC INFORMATION**) and exchanged in the course of the association's activities.

The **H-CSC** has a legitimate interest in ensuring that **H-CSC INFORMATION** is treated confidentially for its intended purpose and protected against unauthorized access. Preserving the confidentiality of **H-CSC INFORMATION** is of central importance from a security perspective (efficiency of cyber defence, protection of national interests).

The **DELEGATE** undertakes towards the **H-CSC** to comply with the provisions of this confidentiality declaration. The statutes and regulations of the **H-CSC** form an integral part of this declaration, even if amended after signing.

Subject of the Confidentiality Declaration

1. **H-CSC INFORMATION** includes all facts, information, personal data, communications, and products (e.g., analyses, studies, log files, incident reports, impacts, recommendations, specifications, drafts, descriptions, concepts, processes, documentation, know-how, ideas, procedures, and methods, etc.), as well as all documents, records, and tools (software, source code, program code, program descriptions, etc.) provided to the **DELEGATE** verbally, in writing, electronically, or in any other form, or exchanged in the course of the association's activities.
2. All **H-CSC INFORMATION** is considered confidential unless it is publicly known or generally accessible or classified as "TLP WHITE" and not protected by copyright.
3. In cases of doubt, **H-CSC INFORMATION** must be treated as confidential.

4. The **DELEGATE** undertakes to use **H-CSC INFORMATION** exclusively for the agreed purpose, to restrict access—regardless of the TLP level—to the minimum necessary (“need-to-know” principle), to ensure confidentiality through appropriate organizational and technical measures, to comply with data protection regulations, and to promptly and completely delete **H-CSC INFORMATION** from all data carriers when it is no longer required.

5. Access to and exchange of **H-CSC INFORMATION** in the course of the association’s activities does not grant the **DELEGATE** any additional rights to such information (e.g., ownership rights, licenses, usage rights, or other rights).

6. Any statements to the media in connection with the activities of the **H-CSC** or membership in the association must be submitted by the **DELEGATE** in advance to the **H-CSC** Board for approval.

7. **H-CSC INFORMATION** is classified according to the Traffic Light Protocol (TLP)¹ and may only be used in accordance with the respective TLP level. In cases of mixed classification, the most restrictive level applies. If the classification level is unknown, “TLP:AMBER” shall apply.

TLP RED: Information with this classification may be used exclusively within the group of persons participating in an exchange (physically or virtually) or explicitly named in written correspondence. Disclosure to third parties — including within the **DELEGATE**’s own organisation — is prohibited.

TLP AMBER: Information with this classification may only be shared by the recipients within the **DELEGATE**’s organisation to the extent necessary (“need-to-know” principle). Disclosure to third parties is only permitted if necessary to protect the **DELEGATE**’s organisation or to mitigate damage — in compliance with the TLP.

TLP:AMBER+STRICT: Information with this classification may only be shared within the **DELEGATE**’s own organisation.

TLP GREEN: Information with this classification may be shared within the **DELEGATE**’s organisation and with business partners but may not be published.

TLP WHITE: Information with this classification may be shared without restriction, subject to applicable copyright provisions.

Consequences of Breach of the Confidentiality Declaration

8. In the event of a breach of this confidentiality declaration by the **DELEGATE**, the **H-CSC** may, with immediate effect, prohibit the **DELEGATE** from accessing the association.

Any claims for damages by the **H-CSC** as well as criminal consequences under the Swiss Criminal Code (SR 311.0) and the Swiss Data Protection Act (SR 235.1) remain reserved.

Final Provisions

10. Other confidentiality obligations remain unaffected by this declaration.

11. Confidential information that the **DELEGATE** is required to disclose pursuant to a final and binding decision of a competent Swiss court or authority (e.g., within the framework of the principle of public access) is exempt from the confidentiality obligations. The **DELEGATE** shall, if possible, inform the **H-CSC** in advance of such disclosure.

12. Any amendments or additions to this confidentiality declaration, or its termination, must be made in writing. This requirement also applies to any waiver of the written form requirement itself.

13. Disputes arising from this confidentiality declaration are subject exclusively to Swiss law, excluding the conflict-of-law rules. The exclusive place of jurisdiction is Bern, Switzerland.

¹ See FIRST website “Traffic Light Protocol (TLP): FIRST Standards Definitions and Usage Guidance”: <https://www.first.org/tlp/>

14. The confidentiality obligation regarding **H-CSC INFORMATION** that is not generally known, publicly accessible, or classified as “TLP:WHITE” and unprotected by copyright is unlimited in duration. It shall remain in effect even after any possible withdrawal of the **DELEGATE** from the **H-CSC**.

Delegate of the Member

Place, date: _____

Signature: _____

Name: _____

Function: _____

Organisation: _____