

InvaPact Project Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of 25/11/2025, by and between:

The Project Coordinator ("Disclosing Party"),

represented by: *Franck Courchamp, Lab ESE UMR CNRS 8079, Université Paris Saclay, France*

and

Name _____ ("Receiving Party")

Institution and Address: _____

Github username: _____

InvaPact is the generic term for the project, the database and the workshops of the same name.

1. **Confidential Information:** The Disclosing Party agrees to provide certain confidential and proprietary information to the Receiving Party as part of their participation in any of the InvaPact related projects, which includes, but is not limited to:
 - 1.1. Any content discussed, presented, or shared about InvaPact.
 - 1.2. Database content, structure, and methodologies related to InvaPact.
 - 1.3. Research materials, strategies, and proprietary methods disclosed.
 - 1.4. Data of any kind, in particular technical, scientific, economic, financial, commercial, accounting, any plan, study, prototype, material, audit, experimental and test data, drawings, graphic representations, specifications, know-how, experience, software (including source code) and programs, whatever their form, medium, or means, including without limitation oral, written, or recorded communications on any medium, that the Disclosing Party is required to communicate to the Receiving Party, before or after the Effective Date.
2. **Non-Disclosure Obligations:** The Receiving Party agrees to the following:
 - 2.1. **Confidentiality:** Do not disclose, share, or distribute any part of the InvaPact project and workshops content, database, methodology, or materials with any third parties without the prior written consent of the Disclosing Party, and to take all necessary measures to preserve its confidentiality;
 - 2.1.1. Not use all or part of the Confidential Information for any purpose other than the implementation and/or execution of the Project for the benefit of the Disclosing Party;
 - 2.1.2. Not disclose the Confidential Information to one's team directly involved in the Project except to the extent that such persons need access to the Confidential Information for the Project and are subject to confidentiality obligations similar to those of this Agreement
3. **Code and Database Use:** The code, database and materials provided from InvaPact project and during the workshops are for use only in the projects in which the Receiving Party is directly involved. Use of the code, database or any confidential information for any other purposes, or in

projects not directly assigned to the Receiving Party, is strictly prohibited unless written approval is obtained from the Disclosing Party.

3.1. It is strictly prohibited uploading the code, database or any part of InvaPact project and workshops to AI tools (any large language models, online and/or commercial, such as DeepSeek or ChatGPT), external servers, or public cloud services.

3.2. Copying or redistributing data files through non-approved channels.

4. **Data Security:** Ensure that all materials received as part of the InvaPact project and workshops are kept confidential, secure, and used solely for purposes approved by the Disclosing Party. The materials should not be copied, shared, or distributed in any form without explicit permission.

4.1. Not make any copies, reproductions, or duplications of all or part of the Confidential Information, except with the express prior written consent of the Disclosing Party;

4.2. Maintain any copyright, confidentiality, prohibition of copying, or other proprietary or confidentiality notices appearing on the various elements communicated, whether originals or copies.

5. Furthermore, the Receiving Party undertakes during the term of this Agreement and beyond, without limitation of duration:

5.1. Not to file a patent application for Confidential Information of which it is not the owner, and more generally for any industrial property title whatsoever;

5.2. Not to claim, by reason of the communication of Confidential Information, any transfer, license grant, or any prior possession right as defined by the Intellectual Property Code, on the Confidential Information.

6. The Receiving Party shall be liable for compliance with the commitments under this Agreement by its Team and any third party to whom the Confidential Information is transmitted in accordance with the terms of this Agreement. In any case, the Receiving Party shall remain liable to the Disclosing Party for any breach by one's team and any third party to whom the Confidential Information is communicated. The Disclosing Party warrants that it is entitled to disclose, within the framework of this Confidentiality Agreement, the Confidential Information covered by this agreement.

7. **Ownership:** All Confidential Information and the media communicated and provided by the Disclosing Party are and shall remain the exclusive property of the Disclosing Party.

8. **Duration of Confidentiality**

This Agreement will remain in effect for a period of 3 years, during which the Receiving Party shall continue to maintain confidentiality. This period can be shortened in collective agreement if progress allows the database and any associated contents to be left in Open Access.

9. **Return or Destruction of Materials**

Upon request by the Disclosing Party, the Receiving Party shall return or destroy any documents, including materials, code or data related to the InvaPact project and workshops and the confidential information shared.

10. **Remedies for Breach**

The Receiving Party acknowledges that any breach of this Agreement will result in irreparable harm to the Disclosing Party and other participants in the workshops and in the project. As such, the

Disclosing Party is entitled to seek legal remedies, including injunctive relief, in the event of any breach or threatened breach.

11. Acknowledgment of Guidelines

The Receiving Party acknowledges that they have read and understood the Authorship Guidelines (attached as a separate document) and agree to adhere to them throughout the course of their involvement with the InvaPact project.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first written above.

Name, date and signature of Receiving Party

Name, date and stamp of Institution of Receiving Party

Name, date and signature of Disclosing Party

Franck Courchamp, 25/11/2025

