

NON-DISCLOSURE AGREEMENT (NDA) - AI HACKATHON of FrenchTech Shanghai,

Between the undersigned:

1. [Name of the Sponsor], a [legal form] registered in [place], with its registered office at [address],

hereafter “**the Sponsor**”,

2. Any individual or legal entity participating in the Hackathon [name & edition], hereafter “**the Participant**”,

Together referred to as the “**Parties**”.

1. Purpose

For the Hackathon taking place on 16-17 January 2026, certain sponsors (including Safran, among others) may provide confidential datasets and sensitive information to Participants in order to enable the development of prototypes (“POCs”). The present agreement defines the Participant’s obligations regarding the protection, non-disclosure and limited use of such information.

2. Definition of Confidential Information

“Confidential Information” refers to:

- any datasets, documents, files, code, APIs, specifications, diagrams, algorithms or technical elements provided by the sponsors or the Sponsor;
- any information relating to the sponsors’ business, operations, problems, needs, methods, products, processes or technical challenges;
- any personal or sensitive data within the meaning of the General Data Protection Regulation (EU GDPR — Regulation (EU) 2016/679 on the protection of personal data);
- any information disclosed verbally, in writing, or through the technical platforms of the Hackathon.

Confidential Information does not include:

- information that becomes public through no breach of this Agreement;
- information independently developed by the Participant;
- information lawfully known by the Participant before disclosure;
- information required to be disclosed by law or public authority, provided the Participant notifies the Sponsor beforehand.

3. Obligations of the Participant

The Participant agrees to:

1. not disclose Confidential Information to any third party in any form;

2. use Confidential Information solely for the purpose of the Hackathon project;
3. not reproduce, store, extract, or transfer datasets outside the tools expressly authorized by the Sponsor;
4. protect the data against unauthorized access;
5. delete all copies of the data at the end of the Hackathon or upon request by the Sponsor;
6. not reuse the datasets or derivative elements in personal, academic, professional, or commercial projects without written authorization.
7. The Participant may share Confidential Information only with other members of their hackathon team, on a strictly need-to-know basis, provided such team members are also bound by this Agreement.
8. Within seven (7) days after the end of the Hackathon, or upon written request from the Sponsor or any sponsor, the Participant shall permanently delete or return all Confidential Information and any copies thereof, and shall certify such deletion upon request.

4. Public Presentations (Pitch Sessions)

The Participant acknowledges that:

- pitches and demonstrations will take place in public settings or before a jury,
- certain high-level results (e.g., aggregated insights, general trends, anonymized visualizations) may be presented publicly,
- but no raw, sensitive, identifiable, or sponsor-specific data may be disclosed publicly.

Accordingly, the Participant agrees to:

- anonymize all results presented publicly;
- present only aggregated or abstracted information (e.g., trends, percentages, model outputs);
- not display raw datasets, confidential files, or any data marked as restricted by the sponsors.

All public presentations must comply with the Sponsor's and sponsors' confidentiality instructions.

5. Intellectual Property

Confidential Information remains the exclusive property of the sponsors or the Sponsor. Prototypes developed during the Hackathon remain the property of the Participants unless otherwise stated in the Hackathon rules. Any subsequent commercial use requires a separate written agreement.

Nothing in this Agreement shall be interpreted as granting the Participant any license, right, or title to the Confidential Information, except for the limited right to use it strictly for the Hackathon project.

6. Duration

The confidentiality obligations set out in this Agreement shall remain in force for five (5) years from the date of signature, unless a different period is required by a sponsor and communicated to the Participant.

7. Liability

Any breach of this Agreement may result in:

- immediate exclusion from the Hackathon,
- deletion of the Participant's work,
- and, where applicable, civil action by the Sponsor or the sponsors in accordance with French law.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. Governing Law and Jurisdiction

This Agreement is governed by [**Sponsor's national law to be filled**]. Any dispute shall be submitted to the exclusive jurisdiction of the courts of [**city of Sponsor's registered office**].

10. Signature

Signatures may be executed electronically and shall have the same legal effect as handwritten signatures.

If the Participant is a minor, this Agreement must be signed by a legal guardian.

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes any prior verbal or written communications on this subject.

Signed in [city], on [date].

Participant:

Name: _____

Signature: _____

Sponsor:

Name: _____

Signature: _____