

CONFIDENTIALITY AGREEMENT / NON-DISCLOSURE AGREEMENT (NDA)

France – International



BETWEEN THE UNDERSIGNED

Simuled Association,

an association governed by the French Law of 1 July 1901,
managing Simuvaction activities (hereinafter referred to as the “Association”)

AND

Name / Organization: Olivier

Title / Position: Student

The signatory may be a member of the Association, a partner, speaker, student, contractor, service provider, or any other natural or legal person authorized to participate in the Association’s activities. (hereinafter referred to as the “Recipient”)

1. Purpose of the Agreement

The purpose of this Agreement is to define the conditions under which the Recipient may have access to confidential information in the course of their participation in the activities of the Simuled Association, including but not limited to simulations, educational, scientific, organizational or strategic activities such as conferences and symposia.

2. Definition of Confidential Information

For the purposes of this Agreement, **Confidential Information** means any information, data or document, whether disclosed orally, in writing or in any other form, including but not limited to:

- scenarios, methodologies, simulation formats, educational, timelines, experimental or operational frameworks;
- unpublished scientific or educational content;
- strategies, projects, partnerships, organizational or financial data;
- fundraising strategies, grant applications, funding proposals, calls for projects, draft or submitted grant files, preparatory exchanges with public or private funders, and any related documents, analyses or information;
- internal documents, training materials, reports, deliverables;
- any information identified as confidential or whose confidential nature is reasonably apparent given its content or context.

3. Confidentiality Obligations

The Recipient undertakes to:

- not disclose any Confidential Information to any third party without the prior written authorisation of the Association;
- use the Confidential Information solely for the purposes of the activities expressly authorised by the Association;

- take all reasonable measures to protect the confidentiality of the Confidential Information;
- not reproduce, adapt or exploit the Confidential Information, including for commercial or personal purposes, without prior written authorization.

4. Exclusions

Only the following information shall not be considered Confidential Information under this Agreement:

- information that was **publicly available at the time of disclosure**, without any breach of a confidentiality obligation attributable to the Recipient;
- information that must be disclosed pursuant to a **mandatory legal, judicial or administrative obligation**, provided that the Recipient, to the extent permitted by law, gives prior notice to the Association and limits the disclosure strictly to what is required.

Any information not strictly meeting these criteria shall remain confidential, even if partially known, reconstructed, inferred or obtained by combination or cross-referencing.

5. Intellectual Property

Nothing in this Agreement shall be construed as transferring any intellectual property rights.

All rights relating to the Confidential Information, including content, methodologies, scenarios and simulation frameworks, remain the exclusive property of the Simuled Association or their lawful rights holders, in accordance with the Association's bylaws and internal regulations and applicable law.

6. Term of Confidentiality Obligations

The confidentiality obligations under this Agreement shall take effect upon signature and shall remain in force for a period of **five (5) years** following the end of the Recipient's collaboration or participation in the Association's activities.

By exception, confidentiality obligations relating to methodologies, simulation frameworks, scenarios, strategies or trade secrets shall remain in force for as long as such information has not been made public by the Association.

7. Territorial Scope

This Agreement applies worldwide, including the European Union, the United States of America and Canada, and all States covered in Africa, Latin and South America, and Asia.

8. Breach of the Agreement

Any breach of this Agreement may result, without prejudice to any other rights or remedies:

- immediate exclusion from the relevant activities,
- application of disciplinary measures provided for in the Association's bylaws and internal regulations;
- civil or judicial proceedings;
- any interim, protective or injunctive measures necessary to protect the Association's rights, including internationally.

9. Governing Law and Jurisdiction

This Agreement shall be governed by French law.

Any dispute relating to its validity, interpretation or performance shall fall within the exclusive jurisdiction of the French courts, including in the event of an international dispute.

10. Hierarchy of Association Rules

This Agreement constitutes an instrument for the implementation of the Association's bylaws and internal regulations, to which it is legally subordinate.

In the event of any inconsistency, the bylaws and internal regulations shall prevail.

11. Final Provisions

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

This Agreement constitutes the entire agreement between the parties with respect to confidentiality.

Place : Ao, Nang, Thailand

Date : 25/01/2026

For the Recipient

Name: Olivier Cloutier

Title: Student

Signature:



For the Association

Name:

Title:

Signature:

