



il Direttore

Gestione WEB

Al Presidente  
Al Direttore Generale  
Ai Direttori di Dipartimento  
Ai Direttori di Sezione  
Al Direttore della Direzione Centrale Affari Generali e Bilancio  
Al Responsabile del Centro Servizi Contabilità e Bilancio  
All'Ufficio Bilancio  
Al Dott. Flavio CANNAVO'  
Al Responsabile del Centro Servizi per il Coordinamento delle Attività  
a Supporto della Ricerca  
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegato Delibera n. 84/2020 del 25/05/2020 - Allegato A al Verbale n. 03.2020 – concernente: "Ratifica Kaggle e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) Agreement, sottoscritto in data 19 maggio 2020."

Dott. Giovanni Torre



Delibera n. 84/2020

Allegato A al Verbale n. 03/2020

Oggetto: Ratifica Kaggle e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) Agreement, sottoscritto in data 19 maggio 2020.

#### IL CONSIGLIO DI AMMINISTRAZIONE

VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);

VISTO il Decreto legislativo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";

VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21/12/2017, e pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018) e, in particolare, l'art. 7, comma 6, lett. c), il quale prevede che il Presidente: *"adotta provvedimenti di competenza del Consiglio di amministrazione nei casi di necessità e urgenza da sottoporre a ratifica nella prima riunione successiva del Consiglio stesso"*;

VISTO il Decreto del Ministro dell'Istruzione, Università e Ricerca n. 286/2016 del 27/4/2016, con il quale il Prof. Carlo DOGLIONI è stato nominato Presidente dell'INGV;

VISTO il Kaggle e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) Agreement;

RAVVISATA la necessità di procedere alla sottoscrizione dell'Agreement in questione, per un vantaggio di tale cooperazione finalizzata alla creazione di una competizione internazionale sulla piattaforma informatica più accreditata (Kaggle.com) per la predizione di eruzioni vulcaniche a partire da dati sismici grezzi;

TENUTO CONTO dell'urgenza a procedere;  
su proposta del Presidente,

#### DELIBERA

Di ratificare il Kaggle e l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) Agreement, sottoscritto in data 19 maggio 2020.

Letto, approvato e sottoscritto seduta stante.

Roma, 25/05/2020

La segretaria verbalizzante

(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE  
(Prof. Carlo DOGLIONI)

## KAGGLE MASTER COMPETITION SERVICES AGREEMENT

The Kaggle Master Competition Services Agreement ("Agreement") is entered into as of the date of the last signature below (the "Effective Date") between Kaggle Inc., a Delaware corporation with offices at 1600 Amphitheatre Pkwy, Mountain View, CA 94043 ("Kaggle") and INGV Istituto Nazionale di Geofisica e Vulcanologia, a Public Research Institution with offices at Via di Vigna Murata 605, 00143 Rome, Italy ("Client").

### 1. Definitions

- 1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- 1.2 "Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.
- 1.3 "Competition" means Client's data modeling, skills-based competition to be hosted on the Kaggle Platform as described in the SOW.
- 1.4 "Competition Data" means the datasets for use by Participants in the Competition, as provided by, or provided on behalf of, Client.
- 1.5 "Competition Materials" means the information and materials provided by Client to Kaggle for the Competition, including Competition Data, Competition Rules and other materials.
- 1.6 "Competition Rules" means the official rules of the Competition, including Participant eligibility, Competition Submission and Prize conditions, intellectual property license obligations, and other terms.
- 1.7 "Competition Submission" means Submissions that are submitted for scoring in accordance with the evaluation metric of the Competition.
- 1.8 "Confidential Information" has the meaning given to it in Section 6.1 (Definition).
- 1.9 "including" means including but not limited to.
- 1.10 "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
- 1.11 "Kaggle Platform" means Kaggle's proprietary electronic platform for hosting competitions, with functionality as described at [www.kaggle.com/host](http://www.kaggle.com/host).
- 1.12 "Kaggle Website" means [www.kaggle.com](http://www.kaggle.com).
- 1.13 "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.
- 1.14 "Participant" means any person, team or entity that enters into the Competition after accepting the Competition Rules.
- 1.15 "Prize" means any prize or incentive offered to be awarded to the winning Participant(s) of the Competition, whether in monetary or non-monetary form.
- 1.16 "Services" means the services for the development, consulting, hosting and administration of the Competition on the Kaggle Platform.





- 1.17 "SOW" means a fully signed statement of work specifying the Competition and Services under this Agreement, in the form of Attachment A.
- 1.18 "Submission" means any information or material submitted by a Participant in the course of the Competition.
- 1.19 "Submission Deadline" means the last date that the Competition Rules allow Competition Submissions to be submitted to be eligible for a Prize.
- 1.20 "Taxes" means any duties, customs fees, or taxes (other than Kaggle's income tax) including indirect taxes such as "goods and services tax" and "value-added tax" associated with the purchase of the Services, including any related penalties or interest.

## **2. Kaggle Services**

- 2.1 Services. In accordance with the SOW, Kaggle will provide Client the Services for the Competition. Unless stated in the SOW or otherwise agreed in writing, Kaggle does not provide, develop or program custom evaluation metrics or other alterations to Kaggle Platform's functionality.
- 2.2 Competition Duration. The proposed Competition launch date and duration (until the final deadline for Competition Submissions) is stated in the SOW, but is subject to change based on Kaggle's review of the Competition Materials. Client and Kaggle will mutually agree on a launch date and duration before the Competition launch.
- 2.3 Community Participants. Client understands that all Participants must have valid Kaggle Website accounts. If a Participant is a team or represents an entity, each individual team member or the authorized entity representative, as applicable, must have a valid Kaggle Website account. Participants' use of the Kaggle Website is subject to the then-current Kaggle Website Terms of Use, available at <https://www.kaggle.com/terms>. Participants and other Kaggle Website account holders are independent third parties, and Kaggle is not responsible or liable for any actions or omissions of any Participant or other Kaggle Website account holders.
- 2.4 Competition Participants and Kaggle. Kaggle will require that Participants accessing the Competition Data have accepted the Competition Rules as posted on the Kaggle Platform. Kaggle is not a party to the Competition Rules and has no responsibility with respect to any obligations between a Participant and Client.
- 2.5 Competition Submission Ranking. From the launch of the Competition until the Submission Deadline, the Kaggle Platform will indicate the leaderboard ranking of Competition Submissions based on the Client's chosen objective evaluation metric.
- 2.6 Continued Participation. After the Submission Deadline, the Competition, including the Competition leaderboard, may remain accessible, and Participants may continue to participate in the Competition without an award of Prizes, if Prizes were originally awarded. The Competition leaderboard will not change based on Competition Submissions after the Submission Deadline; however, Competition Submission scores will be available to Participants who make a Competition Submission after the Submission Deadline.
- 2.7 Participant Limitations. Client understands and agrees that Kaggle does not guarantee and is not liable for: (a) the quality or the qualifications of any Participant; (b) the quality of any Submission; (c) any minimum number of Competition Submissions; (d) the compliance of any Participant with the Competition Rules; (e) the ability of any Participant to license or assign its Submission to Client; (f) the acceptance by a Participant of any Prize; or (g) the utility or suitability of any winning Competition Submission for Client's needs.
- 2.8 Processing of Competition Data. Client acknowledges that Kaggle will process and store Competition Data solely for the purposes of providing the Services. All facilities used to store and process Competition Data will adhere to reasonable security standards no less protective than the security standards under which Kaggle processes and stores its own information of a similar type.

- 2.9 DMCA Policy. Kaggle responds to notices of alleged copyright infringement according to the process stated in the U.S. Digital Millennium Copyright Act. If Kaggle is notified of an alleged copyright violation arising from any Competition Materials, Kaggle will promptly notify Client, and may either: (a) suspend the Competition if an immediate resolution does not substantially impact the Competition; or (b) terminate this Agreement immediately if the resolution substantially impacts the Competition.
- 2.10 Personal Information. If the Competition is a Recruiting type, as described in the applicable SOW, Kaggle will transfer to Client the names, Kaggle IDs, resumes and country information of Participants, but only to the extent that such Participants provide Kaggle with such information and have not indicated lack of consent to such sharing. If the Competition is a Solution type, as described in the applicable SOW, Kaggle will transfer to Client the names, email addresses, and country information of the winning Participants of the Competition, but only to the extent that such Participants provide Kaggle with such information and have not indicated lack of consent to such sharing.
- 2.11 Participant Recruitment. If the SOW is for a Recruiting Competition type, then Kaggle will refer to Client the Participants, including contact information and resumes (if available), who reasonably meet the qualifications provided by Client and approved by Kaggle.
- 2.12 Monetary Prizes. Kaggle will facilitate the payout of monetary Prizes to winners.
- 2.13 Controller-to-Controller Data Protection Terms. The parties agree to the Controller-Controller Data Protection Terms attached as Attachment B.

### **3. Client Obligations**

- 3.1 Competition Materials. Upon the execution of a SOW Client will provide to Kaggle, in a prompt and timely manner, all Competition Materials, access to and cooperation by Client's technical contact(s), and all other information, data and materials required by Kaggle to perform the Services. Client's failure or delay in providing these resources will impact the delivery schedule and quality of Services. Client will only provide Competition Materials that it owns, or is properly licensed to be used for the Competition. Before providing any Competition Materials to Kaggle, Client will obtain and maintain any required consents or licenses necessary to permit the hosting and processing of Competition Materials under this Agreement. Client warrants that the Competition Materials do not contain any information that relates to an identified or identifiable natural person under applicable law.
- 3.2 Competition Rules. Subject to Kaggle's written approval, Client will finalize the Competition Rules in a form substantially similar to the form provided by Kaggle. In the Competition Rules, Client will include Participant eligibility and the terms as stated in the SOW. Client will abide by the Competition Rules and is solely responsible for enforcing its rights under the Competition Rules.
- 3.3 Competition Winners and Prizes. Client is solely responsible for the selection of the Competition winner(s) based on the chosen objective evaluation metric, and the funding of any monetary Prizes and fulfillment of any non-monetary Prizes in accordance with the Competition Rules and SOW. However, Kaggle may disqualify Participants from a Competition for cheating, violation of the Competition Rules, or the violation of the Kaggle Website Terms of Use. If Kaggle does disqualify Participants according to the previous sentence, then Kaggle may update the leaderboard, including after the Submission Deadline. Client agrees to fulfill any non-monetary Prize within 30 days after the Submission Deadline. Unless otherwise stated in the SOW, Client will directly deliver all non-monetary Prizes to the Competition winner(s) in accordance with the Competition Rules and all applicable laws and regulations.
- 3.4 Competition Compliance. Client will ensure that the Competition is a skills-based exercise and not a game of chance, and that Client's use of the Services and the Kaggle Platform is in compliance with all applicable laws and regulations. Client is responsible for all applicable legal compliance and regulatory filing, including registration and bonding, relating to the Competition. The Competition is void where prohibited. Client is solely responsible for reviewing and approving the Competition Materials hosted on the Kaggle Platform

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before the launch of the Competition.

- 3.5 Further Acknowledgments. Client further acknowledges and agrees that: (i) if Client's employees and agents are permitted to participate in the Competition, they are not eligible to win Prizes; and (ii) if provided or accessed, Client may use a Participant's personally identifiable information only in accordance with terms no less strict than Kaggle's then current privacy policy posted on the Kaggle Website.

#### **4. Payment**

- 4.1 Fees and Invoices. Client will pay Kaggle all fees, monetary Prize amounts, and expenses stated in the SOW, as applicable. Kaggle or its billing agent (which may be a Kaggle Affiliate) will invoice Client for all fees and expenses due and payable in accordance with the schedule stated in the SOW. Kaggle or its billing agent (which may be a Kaggle Affiliate), will invoice Client separately for the applicable monetary Prize amount. If Client requires a purchase order number on its invoice, Client will so indicate on the SOW and promptly issue a purchase order to Kaggle, and Kaggle will not be obligated to provide any Services until Kaggle has received the purchase order. Any terms on a purchase order will not apply to this Agreement and are null and void.
- 4.2 Payment. All fees, monetary Prize amounts, and expenses are due 30 days after the applicable invoice date. Client's obligation to pay all accrued fees and approved expenses is non-cancellable. All payments due are in the currency stated in the invoice. Payments made by wire transfer must include the bank information provided by Kaggle or its billing agent.
- 4.3 Taxes. Client is responsible for paying any Taxes, and Client will pay the fees to Kaggle without any deduction. If Kaggle is obligated to collect or remit Taxes imposed on Client, the appropriate amount will be invoiced to and paid by Client, unless Client provides Kaggle with a timely and valid tax exemption certificate (or other documentation as required for the exemption) authorized by the appropriate taxing authority. Client acknowledges that in some jurisdictions, sales tax is due on the total purchase price at the time of sale and must be invoiced and collected by Kaggle at the time of the sale.
- 4.4 Invoice Dispute and Delinquent Payments. Any invoice disputes must be submitted before the payment due date. Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by Kaggle in collecting such delinquent amounts except where such delinquent amounts are due to Kaggle's billing inaccuracies. If Client is delinquent on payments for any Service, Kaggle may suspend the Service until payment is made, or terminate this Agreement for breach under Section 7.2 (Termination for Cause).

#### **5. Intellectual Property Rights**

- 5.1 Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's Intellectual Property Rights.
- 5.2 Ownership. Subject to any third-party ownership rights: (a) Client owns all Intellectual Property Rights in the Competition Materials (except for the Competition Rules); (b) Kaggle owns all Intellectual Property Rights in the Kaggle Platform and Kaggle Website; and (c) until otherwise transferred to Client, a Participant owns all Intellectual Property Rights in such Participant's Submissions. The transfer of Intellectual Property Rights between a Participant and Client under the Competition Rules is solely between Participant and Client, and Kaggle does not transfer or purport to transfer any Intellectual Property Rights between a Participant and Client under this Agreement.
- 5.3 Use of Competition Materials. Subject to the terms of this Agreement, Client grants to Kaggle a limited, irrevocable, worldwide, non-exclusive, sublicenseable, royalty-free license to use, copy, distribute, modify, display and perform any Competition Materials required to provide the Services.
- 5.4 Use of Kaggle Platform. Subject to the terms of this Agreement and during the term of this Agreement for as long as the Competition is publicly accessible, Client may access and use the Kaggle Platform to review

and monitor the Competition for its internal business purposes. No other access or use is allowed. Client is solely responsible for the security of its account password or access credentials to the Kaggle Platform. Client will immediately report to Kaggle any breach of such security or any unauthorized access to or use of the Kaggle Platform through its account. At its option, Client may provide feedback and suggestions about the Kaggle Platform or Kaggle Website to Kaggle ("Feedback"). If Client provides Feedback, then Client assigns to Kaggle all right, title, and interest in that feedback.

- 5.5 U.S. Federal Agency Users. The Kaggle Platform, Kaggle Website and all other Kaggle owned information and materials were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

## 6. Confidential Information

- 6.1 Definition. "Confidential Information" means information that one party or its Affiliate discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient. Subject to the preceding sentence, Competition Data is considered Client's Confidential Information.
- 6.2 Obligations. Subject to Section 6.3 (Disclosure of Confidential Information), the recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under the Agreement, including disclosing Competition Data to Participants. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.
- 6.3 Disclosure of Confidential Information.
- (a) General. Regardless of any other provision in this Agreement, the recipient may disclose the other party's Confidential Information: (i) with the other party's written consent; or (ii) in accordance with a Legal Process request, subject to Section 6.3(b) (Legal Process Notification).
  - (b) Legal Process Notification. The recipient will use commercially reasonable efforts to promptly notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.
  - (c) Opposition. The recipient will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.
- 6.4 Independent Development. Either party or its Affiliates may independently develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this Agreement. Accordingly, the recipient may use Residuals for any purpose, provided that such right to use Residuals does not represent a license to any Intellectual Property Rights of the discloser. "Residuals" means information that is retained in the unaided memories (i.e. not intentionally memorized for reuse or disclosure) of recipient's personnel who had access to the discloser's Confidential Information.

## 7. Term and Termination

- 7.1 Term. The term of this Agreement commences on the Effective Date and continues until terminated.
- 7.2 Termination for Cause. In addition to other termination rights stated in this Agreement, either party may



terminate this Agreement or applicable SOW if: (a) the other party is in material breach of the Agreement and, if the breach is curable, fails to cure that breach within 30 days after receipt of written notice; and (b) the other party ceases its business operations or becomes subject to insolvency proceedings, and the proceedings are not dismissed within 90 days.

- 7.3 Termination for Convenience. By giving the other party 10 days prior written notice, either party may terminate for convenience a SOW before the Competition launch or this Agreement. If an SOW is terminated by Client for convenience before the Competition launch, Client will pay 50% of the Service Fees due to Kaggle as if the SOW was not terminated.

- 7.4 Effect of Termination. Subject to Section 7.5 (Survival):

- (a) If the Agreement expires or is terminated, then: (i) all SOWs for which a Competition has not launched will terminate, (ii) the SOWs for which a Competition has launched will continue in effect until the SOW expires according to its terms or is terminated under Section 7.2 (Termination for Cause); and (ii) all fees and expenses owed by Client to Kaggle are immediately due upon receipt of the final invoice.
- (b) If Kaggle terminates a SOW before the payout of any monetary Prizes, then, within 30 days of such termination, Kaggle will refund to Client the monetary Prize amount related to such SOW paid to Kaggle by Client.

- 7.5 This Agreement will enter into force on the date of its signature and is valid for three (3) years. Subsequently, it is renewed on a three-year basis provided that the Parties are still interested in continuing the activities of this deed, with the prior written agreement of both Parties.

## **8. Representations and Warranties**

- 8.1 Mutual Warranties. Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with all laws and regulations applicable to its provision, receipt, or use, of the Services, as applicable.
- 8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. KAGGLE DOES NOT WARRANT THAT THE OPERATION OF THE KAGGLE PLATFORM OR THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO QUALITY OR USEABILITY OF ANY SUBMISSIONS.

## **9. Indemnification**

- 9.1 Definitions. For the purposes of this Agreement: (a) "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction; and (b) "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- 9.2 Kaggle Indemnification Obligations. Kaggle will defend Client and indemnify it against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Client's authorized use of Kaggle technology used to provide the Services, or any Kaggle Brand Feature, in each case, infringes the third party's Intellectual Property Rights.
- 9.3 Client Indemnification Obligations. Client will defend Kaggle and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal proceeding to the extent arising from: (a) an allegation that Kaggle's use of the Competition Materials or any Client Brand Feature, in each case, infringes any third



party's right, including Intellectual Property Rights, privacy rights, or publicity rights; (b) an allegation that Kaggle's use in accordance with this Agreement of the Competition Materials violates any applicable law; (c) Client's unauthorized use of the Kaggle Platform; or (d) any Client obligations or decisions with respect to the Competition or Participants, including Client's choice of the Competition winner(s), award of Prizes if any, use of any Participant's personally identifiable information, compliance with laws and regulations applicable to the Competition, compliance with or enforcement of the Competition Rules, and use of Competition Submissions.

- 9.4 Indemnification Exclusions. Sections 9.2 (Kaggle Indemnification Obligations) and 9.3 (Client Indemnification Obligations) will not apply to the extent the underlying allegation arises from: (a) the indemnified party's breach of this Agreement; or (b) combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the agreement.
- 9.5 Conditions. Sections 9.2 (Kaggle Indemnification Obligations) and 9.3 (Client Indemnification Obligations) are conditioned on the following:
- (a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.5(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.2 (Kaggle Indemnification Obligations) or 9.3 (Client Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
  - (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- 9.6 Remedies. If Kaggle reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Kaggle may, at its sole option and expense: (a) procure the right for Client to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If Kaggle does not believe the remedies in the preceding sentence are commercially reasonable, then Kaggle may suspend or terminate the impacted Services, and the parties will discuss practical remedies in good faith.
- 10. Liability**
- 10.1 LIMITED LIABILITIES. (A) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 10.2 (UNLIMITED LIABILITIES), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (I) INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES; OR (II) LOST REVENUES, PROFITS, SAVINGS, OR GOODWILL. (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF \$10,000 OR THE FEES PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE SOW TO THIS AGREEMENT.
- 10.2 UNLIMITED LIABILITIES. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH, PERSONAL INJURY, OR TANGIBLE PERSONAL PROPERTY DAMAGE RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (B) ITS FRAUD OR FRAUDULENT MISREPRESENTATION; (C) ITS OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION); (D) ITS INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) CLIENT'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (F) BREACHES OF ITS OBLIGATIONS IN ATTACHMENT B (CONTROLLER-TO-CONTROLLER DATA PROTECTION TERMS); OR (G) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



## 11. Other Provisions

- 11.1 **Publicity.** In connection with the Services, each party may state publicly that the Competition is sponsored by Client and hosted on the Kaggle Platform, and use the other party's name, logo and other Brand Features in any online or offline promotional materials. Kaggle may use Client's name and logo as a reference client and may also verbally reference Client as a client. Any use of a party's Brand features is subject to that party's branding guidelines as provided, and will inure to the benefit of the party holding Intellectual Property Rights to those Brand features. Neither party will make a press release without the written consent of the other party. Neither party needs further approval if it is repeating a public statement that is substantially similar to a previously approved public statement. A party may revoke the other party's right to use its Brand Features under this Section 11.1 with written notice to the other party and a reasonable period to stop the use. All terms and provisions of this Agreement are considered Confidential Information and may not be disclosed publicly.
- 11.2 **Notices.** All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for notices to Kaggle's Legal Department is legal-notices@kaggle.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 11.3 **Assignment.** Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- 11.4 **Change in Control.** If a party experiences a change of control (i.e. controlling greater than fifty percent of the voting rights or equity interests of a party): (a) that party will give written notice to the other party within 30 days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
- 11.5 **Subcontracting.** Kaggle may subcontract any of its obligations under this Agreement, but will remain liable for all subcontracted obligations and its subcontractors' acts or omissions.
- 11.6 **Force Majeure.** Except for payment obligations, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 11.7 **No Agency or Third-Party Beneficiaries.** This Agreement does not create any agency, partnership or joint venture between the parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 11.8 **Waiver and Severability.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 11.9 **Export Compliance.** Client will comply with all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
- 11.10 **Governing Law.** All claims arising out of or relating to this agreement or the services will be governed by California law, excluding its conflict of laws rules, and will be litigated exclusively in the Federal or State courts of Santa Clara County, California, USA. The parties consent to personal jurisdiction in those courts.

11.11 Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: the Agreement, the SOW, and any referenced websites. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. Kaggle may provide an updated URL link in place of any URL link referenced in the Agreement.

11.12 Amendment. Any amendment to this Agreement must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

11.13 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Signed by each party's authorized representative on the dates below.

**Kaggle Inc.**

**Client: Istituto Nazionale di Geofisica e  
Vulcanologia**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Firmato  
digitalmente da  
**DOGLIONI CARLO**  
C: IT



## ATTACHMENT A

### [SOW TEMPLATE]

#### KAGGLE COMPETITION SERVICES STATEMENT OF WORK NO. 1

This Kaggle Competition Services Statement of Work ("SOW") is issued under the Kaggle Master Competition Services Agreement between Kaggle Inc. ("Kaggle") and the client listed below ("Client") executed concurrently with this SOW (the "Agreement") and is incorporated by reference into the Agreement.

#### 1. CLIENT

##### Istituto Nazionale di Geofisica e Vulcanologia:

Project Manager Contact Name: Flavio Cannavò  
Telephone: +39 0957165812  
Email: flavio.cannavo@ingv.it

Technical Contact Name (if different than Project Manager): Isaak Kavasidis  
Telephone: +39 3402775776  
Email: ikavasidis@gmail.com

Purchase Order Required: \_\_\_ Yes ☒ No  
Billing Address (if applicable):  
Telephone (if applicable):  
Email (required): flavio.cannavo@ingv.it

#### 2. KAGGLE

Project Manager Contact Name: Maggie Demkin  
Email: maggie.demkin@google.com

#### 3. COMPETITION

Competition Title and Description: V-EPIC: Volcanic Eruption Prediction Competition

Type: ☒ Solution ☐ Recruiting

Access: ☒ Public ☐ Masters/Invitation Only

Evaluation Metric: ☒ Standard: Kaggle's library ☐ Custom: TBD with Client

Proposed Competition Launch Date and Duration (# Months or date range): \_\_\_\_\_

#### 4. COMPETITION RULES

The Competition Rules to include the following:

Permitted Purposes for Participant access to Competition Data (may check more than one): ☒ Competition Use (required)  
☒ Non-Commercial Purposes & Academic Research

☐ Commercial Purposes  
☐ Specific License: (URL: \_\_\_\_\_)

Winning License Type to Client (check one): ☐ Non-Exclusive  
☒ Open Source (name: \_\_\_\_\_)  
☐ None (required for Recruiting competitions)

Teams Allowed: ☒ Yes ☐ No

## 5. PRIZE

Total Prize Amount (USD): \$ \_\_\_\_\_0\_\_\_\_\_

Prize Allocation: 1st Prize: \$ \_\_\_\_\_  
2nd Prize: \$ \_\_\_\_\_  
3rd Prize: \$ \_\_\_\_\_

Non-Monetary Prize: ☒ No  
☐ Yes (Describe: \_\_\_\_\_)

## 6. KAGGLE SERVICES & FEES

Competition Development and Consulting \$ \_\_\_\_\_0\_\_\_\_\_

Competition Platform Hosting \$ \_\_\_\_\_0\_\_\_\_\_

Custom Development (NRE) \$ \_\_\_\_\_0\_\_\_\_\_

Approved Expenses \$ \_\_\_\_\_0\_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_0\_\_\_\_\_

Service Fees (Total, USD): \$ \_\_\_\_\_0\_\_\_\_\_

## 7. TOTAL PAYMENT AMOUNT AND INVOICES

Total Order Amount (Prize Amount + Service Fees): \$ \_\_\_\_\_0\_\_\_\_\_

Invoices for the Total Prize Amount and Service Fees, as stated in the above Sections 5 (Prize) and 6 (Kaggle Service Fees) respectively, will be issued after the launch of the Competition according to the terms of the Agreement.

## 8. GENERAL

All defined terms in this SOW have the same meaning as in the Agreement unless this SOW expressly states otherwise.

This SOW is effective on the date last signed below and will continue until the Competition's winner's obligations have been met and such winner has been given the Prize if applicable, unless terminated earlier in accordance with the Agreement.



By signing this SOW, each party represents and warrants that it has full power and authority to enter into the SOW.

Signed by each party's authorized representative on the dates below.

**Kaggle Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Client: Istituto Nazionale di Geofisica e  
Vulcanologia**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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C: IT



## ATTACHMENT B

### Controller-Controller Data Protection Terms

These Controller-Controller Data Protection Terms ("**Controller Terms**") are entered into by Kaggle and Client and supplement the Agreement. These Controller Terms will be effective as of the date of the Agreement.

#### 1. **Introduction**

These Controller Terms reflect the parties' agreement on the processing of Controller Personal Data in connection with the Data Protection Legislation.

#### 2. **Definitions and Interpretation**

- 2.1 Capitalized terms that are defined in the Agreement have the same meaning given in the Agreement. Other terms are defined as below:

"**Controller Data Subject**" means a data subject to whom Controller Personal Data relates.

"**Controller Personal Data**" means any personal data that is processed by a party under the Agreement in connection with its provision or use (as applicable) of the Services.

"**Data Protection Legislation**" means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

2.2 The terms "**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" as used in these Controller Terms have the meanings given in the GDPR.

2.3 Any examples in these Controller Terms are illustrative and not the sole examples of a particular concept.

2.4 Any reference to a legal framework, statute or other legislative enactment is a reference to it as amended or re-enacted from time to time.

#### 3. **Application of these Controller Terms**

3.1 **Application of Data Protection Legislation.** These Controller Terms will only apply to the extent that the Data Protection Legislation applies to the processing of Controller Personal Data.

3.2 **Application to Services.** These Controller Terms will only apply to the Services that are the subject of the Agreement.

#### 4. **Roles and Restrictions on Processing**

4.1 **Independent Controllers.** Each party:

- (a) is an independent controller of Controller Personal Data under the Data Protection Legislation;
- (b) will individually determine the purposes and means of its processing of Controller Personal Data; and
- (c) will comply with the obligations applicable to it under the Data Protection Legislation regarding the processing of Controller Personal Data.



4.2 **Restrictions on Processing.** Section 4.1 (Independent Controllers) will not affect any restrictions on either party's rights to use or otherwise process Controller Personal Data under the Agreement.

5. **Data Transfers**

5.1 **Transfers of Data Out of the European Economic Area and Switzerland.** Either party may transfer Controller Personal Data outside the European Economic Area and Switzerland if it complies with the provisions on the transfer of personal data to third countries in the Data Protection Legislation.

6. **Use and Protection of Data Provider Personal Data**

6.1 **Definitions.** A party (the "**Data Recipient**") processes Controller Personal Data that is made available by the other party (the "**Data Provider**") in connection with the Agreement (such Controller Personal Data, "**Data Provider Personal Data**")

6.2 **Use of Data Provider Personal Data.** The Data Recipient will only use Data Provider Personal Data in a manner consistent with the consent provided by the relevant Controller Data Subjects.

6.3 **Protection of Data Provider Personal Data.**

- (a) The Data Recipient will provide a level of protection for Data Provider Personal Data that is at least equivalent to that required under the Data Protection Legislation.
- (b) If the Data Recipient determines that it cannot comply with Section 6.3(a), it will: (i) notify the Data Provider in writing; and (ii) either cease processing the Data Provider Personal Data or take reasonable and appropriate steps to remedy such non-compliance.

7. **Priority**

7.1 **Effect of these Controller Terms.** If there is any conflict or inconsistency between the terms of these Controller Terms and the remainder of the Agreement then, subject to Sections 4.2 (Restrictions on Processing) and 7.2 (Processor Terms), the terms of these Controller Terms will govern. Subject to the amendments in these Controller Terms, the Agreement remains in full force and effect.

7.2 **Processor Terms.** These Controller Terms will not affect any separate terms between Kaggle and Client reflecting a controller-processor relationship for a service other than the Services.