

Competition Governing NDA:

**NON-DISCLOSURE AGREEMENT**

**FOR THE NATURE CONSERVANCY FISHERIES MONITORING COMPETITION**

This Non-Disclosure Agreement (this “NDA”) is entered into by and between you (“you” or the “Participant”), as a participant in *The Nature Conservancy Fisheries Monitoring* (the “Competition”) hosted at <https://www.kaggle.com/c/the-nature-conservancy-fisheries-monitoring> (the “Competition Website”), and the sponsor of the Competition, The Nature Conservancy (the “Competition Sponsor”). The Participant and the Competition Sponsor may be collectively referred to as the “Parties.”

This NDA is effective as of the date the Participant accepts this NDA and/or the rules of the Competition (the “Effective Date”).

1. Purpose. In connection with the Participant’s entry and participation in the Competition (the “Purpose”), the Participant desires to receive certain information from the Competition Sponsor that is non-public, confidential and/or proprietary, and the Competition Sponsor desires to provide the Participant with such information.
2. Confidential Information. “Confidential Information” means any data and/or documents disclosed by the Competition Sponsor, directly or indirectly, in connection with the Competition, including, without limitation, *sample photos and class labels of long line fishing activity from electronic monitoring systems*.
3. Disclosure and Use of Confidential Information. The Participant shall not disclose or use any of the Confidential Information, or permit it to be accessed or used, for any reason other than the Purpose as defined herein. The Participant shall not disclose or publicize any Confidential Information or the terms of this NDA without the Competition Sponsor’s written consent.

Notwithstanding the foregoing, the Participant may disclose Confidential Information or this NDA if required by applicable law, regulation or order of a court of government agency, provided that (a) the Participant shall notify the Competition Sponsor of such requirement in order to provide the Competition Sponsor the opportunity to seek a protective order or other appropriate relief, and (b) if required to disclose Confidential Information or this NDA, the Participant shall only furnish that portion of the Confidential Information that it is legally required to disclose and shall make best efforts to protect the remaining Confidential Information.

4. Protections. The Participant shall take reasonable measures to protect the secrecy of and avoid disclosure of the Confidential Information.
  - (a) The Participant shall take at least those measures as great as those it takes to protect its own non-public, confidential and/or proprietary information, but in no case less than reasonable measures, to safeguard the disclosed Confidential Information;
  - (b) The Participant shall not disclose the Confidential Information to third parties except as expressly set forth in this NDA;
  - (c) The Participant shall inform the Competition Sponsor if it becomes aware of an unauthorized disclosure of the Confidential Information.

5. No Transfer of Rights. The terms of this NDA or any disclosures made hereunder do not grant the Participant any rights by license, either express or implied, in any patent, copyright, trademark, trade secret or other form of intellectual property now or hereafter owned, obtained or licensed by the Competition Sponsor, or any other ownership rights of any kind. The Participant acknowledges that the Confidential Information is, and remains, the exclusive property of the Competition Sponsor or licensors to the Competition Sponsor at all times throughout the world.
6. No Warranty. All Confidential Information is provided "as is" and the Competition Sponsor makes no representations or warranties, express, implied or otherwise, regarding the accuracy or completeness of the Confidential Information. The Competition Sponsor shall not be liable to the Participant for any reason relating to or resulting from the Participant's use of any of the Confidential Information.
7. Destruction of Materials. The Participant shall delete any Confidential Information from all computer files, archives or back-up media and destroy any Confidential Information in tangible form immediately at the end of the Competition or upon request of the Competition Sponsor.
8. Term. The obligations with respect to Confidential Information under this NDA shall survive for a period of 3 years after the Effective Date.
9. Equitable Relief. The Participant agrees that its breach or threatened breach of this NDA will cause irreparable injury to the Competition Sponsor and that money damages will not provide an adequate remedy to the Competition Sponsor. In the event of any breach or threatened breach by the Participant, the Competition Sponsor may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against such breach or threatened breach.
10. Governing Law. This NDA shall be governed by the laws of the State of California, without regard to its conflict of laws principles.