ILD database End User Agreement instructions

Please fill in, print, and sign the end-user agreement, scan it and send it <u>by email</u> to:

Adrien Depeursinge
Business Information Systems
University of Applied Sciences Western Switzerland (HES-SO)
TechnoArk 3
CH-3960 Sierre, Switzerland

adrien.depeursinge@hevs.ch

Each page of the agreement should also be initialed (the person signing the agreement should put his/her initials on each and all pages).

The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project - the person signing this Agreement has to be duly authorized by the institution for such signatures (e.g., Department or Administrative Head or similar) and shall be liable for such authorization.

In Exhibit B, you must insert the address of the location where the data will be used.

If, due to circumstances beyond your control, you are unable to complete the task, you shall inform us as soon as possible.

End-User Agreement

This agreement is made by and between:

……………………………………………………………………………………………………..
(hereinafter called END-USER), having its principal place of business at:

……………………………………………………………………………………………………..

AND

MedGIFT group, University and University Hospitals of Geneva (HUG), Rue Gabrielle-Perret-Gentil 4, 1211 Geneva 14, Switzerland. Contact: Adrien Depeursinge, adrien.depeursinge@hevs.ch

whereby it is agreed as follows:

1. Object of this AGREEMENT is the grant of a license to use the **Database**, for which HUG obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for research purposes; the components of the **Database** are described in Exhibit A.

2. The site where the **Database** may be used by the END-USER has to be defined in Exhibit B.

3. For the duration of this AGREEMENT HUG grants END-USER, engaged in *bona fide* information analysis research, the non-exclusive, non transferable, non sub-licensable, royalty-free right to use the **Database** exclusively for research purposes. HUG grants END-USER the right to reproduce or copy the **Database** if necessary for the purposes mentioned above provided always that the **Database** shall not be transferred to or accessed by any third party.

4. END-USER is not permitted to use the **Database** for any other purpose, especially any use for commercial or distribution purposes and to reproduce or commercialize or distribute for free in any form or by any means the **Database** or any derivative product or services based on all or a substantial part of it is excluded. Summaries, analyses and interpretations of the multimedia properties of the information may be derived and published, provided it is not possible to reconstruct the information contained in the **Database** from these summaries. Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe on the rights of any third party including, but limited to, the authors and publishers of the excerpts.

5. END-USER acquires no ownership, rights or title in all or any parts of the **Database** but acknowledges that the latter may be protected by copyright and subject to a specific license condition attached to the specific Data. END-USER agrees and declares to comply with such additional license conditions – if any - and shall ensure that the copyright notices as well as the license conditions shall not be separated from the respective Data.

6. END-USER shall be liable for complying with this AGREEMENT, which also includes END-USER'S liability that its employees and any person involved in concerned research and having access to the Data shall comply with the terms and conditions of this AGREEMENT. END-USER shall indemnify HUG from any claim of a third party resulting from a violation of its obligations resulting from this AGREEMENT and applicable laws.

7. HUG and PROVIDERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. HUG and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the **Database**.

8. END-USER shall give appropriate references to HUG as well as PROVIDERS in scholarly literature when the **Database** is mentioned.

9. END-USER shall not use the name of neither HUG nor the PROVIDERS in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.

10. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of HUG, it being intended that each party shall remain an independent contractor responsible for its own actions.

11. Except the liability according to Article 6, both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.

12. END-USER will maintain and post a list of people with current and recently-terminated access to the **Database**. END-USER shall maintain such appropriate records and HUG shall have the right to audit such records upon reasonable prior notice using an independent sworn auditor of its choice.

13. END-USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the **Database** placed at END-USER's disposal by HUG, except to its officers, directors or employees on a "need-to-know" basis.

14. END-USER shall comply with the guidelines constraining the dissemination and publication of evaluation results based on the data. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the HUG. The guidelines (listed in Exhibit C) shall be implemented by END-USER.

15. This AGREEMENT is subject to, construed and interpreted in accordance with the Law of Switzerland. Should it not be possible to settle amicably differences of interpretation out of this AGREEMENT, then the case shall be brought before the regular courts of law for a decision. This AGREEMENT may be terminated by HUG with immediate effect if END-USER breaches any material term or provision of this AGREEMENT in the event that one of these articles is considered by Suisse law or a Suisse court decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions. Amendments to this AGREEMENT shall be made in writing to have legal effect.

16. The term of this AGREEMENT ends on 31.12.2018.

The entire AGREEMENT is composed of the 16 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURE:

_____
On behalf of
Name:
Title:
Date:

EXHIBITS

Exhibit A: Database

Database of interstitial lung diseases: The ethics committee from the HUG has permitted use of images and fully anonymized clinical data from all cases for research purposes, only. All materials are copyrighted by HUG. You must request permission to re-publish any images. At the end of the license agreement the data need to be destroyed.

Exhibit B: SITE OF USE: (insert here below the address of the location where the data will be used)

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....
....

Exhibit C: Guidelines constraining the dissemination and publication of evaluation results

SCIENTIFIC OR TECHNICAL PUBLICATIONS: Scientific or technical publications, including newsletters from universities or research laboratories, should adhere to community standards for fairness and objectivity and should accurately and clearly state the limitations of the testing conditions and other factors which might influence scores. The experimental nature of the tasks, data and evaluation procedures should also be stated. The following paper should always be referenced:

"Building a reference multimedia database for interstitial lung diseases". Depeursinge A, Vargas A, Platon A, Geissbuhler A, Poletti PA, Müller H. Computerized Medical Imaging and Graphics. 36(3):227-238, 2012.

PUBLICATION WITH DATABASE REFERENCES: A copy of any publication that quotes or contains references to the data set must be provided to HUG. Contact: Adrien Depeursinge, adrien.depeursinge@hevs.ch