

THE CANCER IMAGING ARCHIVE RESTRICTED LICENSE AGREEMENT FOR REQUESTED DATA

UAMS operates The Cancer Imaging Archive (“TCIA”) to facilitate the submission and publication of healthcare data and imaging from medical centers around the world for the purpose of research. While TCIA generally makes submissions freely available to the public, some submissions contain data that requires restriction upon usage and redistribution. Please note that a separate License is required for each restricted set of data (the “Dataset”) that you wish to access. This license (“License”) sets forth the terms by which UAMS will provide you, the TCIA user (“User”), with the following Dataset for research and publication:

User’s Full Name: _____

TCIA Username: _____
(You must first register for a TCIA user account. If you do not have one please register at: <https://wiki.cancerimagingarchive.net/display/Public/LEGAL+FRAMEWORK+AND+ETHICAL+USE+OF+THIS+RESOURCE>.)

Email Address: _____

REQUESTED DATASET (please list the Restricted Access Collection Name(s) needed for your project):

- 1. Purpose and Non-exclusive License.** The purpose of this License is to set forth a non-exclusive license and privacy protections for the Dataset as a condition of their use by User. If UAMS approves the use of the Dataset for the research purpose set forth in Exhibit A (the “Project”), UAMS will provide the Dataset to User solely and strictly subject to the terms contained in this License and solely and strictly for User to perform the Project. As between the parties, UAMS retains ownership of any rights it may have in the Dataset, including the right to grant licenses to other users, and User does not obtain any rights in the Dataset other than as set forth herein. Subject to the terms and conditions of this License, UAMS grants User a worldwide, royalty-free, non-sublicensable, non-transferable (except as set forth in Section 2), non-exclusive, revocable license to use the Dataset for the Project.
- 2. Limited Use.** User will use the Dataset only as authorized in accordance with this License and only as set forth in Exhibit A, the Description of the Project. User will use the Dataset in compliance with all applicable laws, rules, regulations, and professional standards applicable to the Project. If the Dataset is subject to a Publication Embargo, as set forth on the Dataset’s TCIA Collection Wiki Page, User agrees to abide by such Publication Embargo. The Dataset will be used solely to conduct the Project and solely by User or those under User’s immediate supervision (e.g., fellows, students, technicians, etc.) (“User Personnel”) or identified collaborators who have a need to use, or provide a service with respect to, the Dataset in connection with the Project. User agrees to make User Personnel aware of this limited License and User’s obligations contained herein. User may identify collaborators at collaborating institutions in Exhibit A, and User may transfer the Dataset solely to those named collaborators with a copy of this License and a prominent notice as follows: “[User] has licensed this copyrighted Dataset under the attached License for [User’s] use in the Project described therein. Under the License, you are identified as a collaborator, and you may receive the copyrighted Dataset solely for your use in connection with the Project. You may neither use this Dataset for any purpose other than the Project, nor may you copy, display, transfer or otherwise distribute the Dataset to any other party. By accepting the Dataset you agree to be bound by the terms and conditions of the License.”
- 3. Privacy Requirements.** In keeping with TCIA’s grant-funded mandate from NIH, the Dataset is considered de-identified information as defined by the Health Insurance Portability and Accountability Act

of 1996, as amended (“HIPAA”). However, some Datasets may be susceptible to three-dimensional reconstruction of the face, head, or body such that reidentification is theoretically possible. User will take the following steps in order to protect the privacy rights of all individuals whose images are included within the Dataset:

- 3.1. User will not use the Dataset, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of the information in the Dataset without specific written approval from UAMS and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 C.F.R. Part 46. If User inadvertently receives identifiable information or otherwise identifies a subject, User will promptly notify UAMS and follow UAMS’s reasonable written instructions, which may include the return or destruction of identifiable information.
 - 3.2. User is strictly prohibited from generating or using images or comparable representations of the face, head, or body for facial recognition, reidentification, or other purposes that could allow the identities of research participants to be readily ascertained.
 - 3.3. User is prohibited from using the Dataset to reconstruct representations of the face, head, or body unless approved in Exhibit A for scientifically valid purposes unrelated to reidentification.
 - 3.4. User will not request, and UAMS will not release, the key codes to the Dataset to the User. Further, User will not request the key codes from any third parties that provided the Dataset to UAMS.
 - 3.5. User will follow relevant institutional policies and applicable federal, state, and local laws and regulations (if any) concerning the completion of IRB or ethics review or approval that may be required for the Project.
 - 3.6. User will not use or further disclose the Dataset other than as permitted by this License or as otherwise required by law. Additionally, User will not use or further disclose any derivative works or derivative data of the Dataset, in any case in whole or in part, that could be used to reconstruct a facial image. User shall report to UAMS promptly upon User’s discovery of any unauthorized use or disclosure not permitted by this License. User shall provide the following information: (1) the nature of the use or disclosure; (2) the information used or disclosed; (3) the identity of the persons and/or entities that made the use or disclosure; and (4) what corrective action will be taken by User as a result of the use or disclosure. User shall take any other reasonable actions available to it to mitigate any detrimental effects of the use or disclosure.
4. **Security Requirements.** Except as authorized under this License or otherwise required by law, User agrees to retain control over the Dataset and will not disclose, convey, transfer, release, sell, rent, lease, loan, or otherwise grant access to the Dataset to any third party, except User Personnel, without the prior written consent of UAMS. User agrees that it has appropriate administrative, technical, and physical safeguards in place to prevent unauthorized use of or access to the Dataset and will comply with any other special requirements relating to safeguarding the Dataset as may be specified in Exhibit A.
 5. **Publication.** User is encouraged to make the results of the Project publicly available, but User must abide by any Publication Embargos as delineated on the appropriate TCIA Collection Wiki Page. User is requested to provide UAMS a courtesy copy of all published manuscripts, abstracts, and publications via email to the TCIA helpdesk (help@cancerimagingarchive.net).
 6. **Acknowledgments.** The TCIA is funded in whole or in part with Federal funds from the National Cancer Institute, National Institutes of Health, under Contract No. 75N91019D00024. User agrees to recognize federal funding of TCIA and TCIA as the source of the Dataset in all written, visual, or oral public disclosures of the Project, as appropriate and in keeping with customary scholarly standards. These required citations to TCIA shall be in the format specified in the Citations & Data Usage Policy tab on the TCIA website page for the Dataset.

7. **Term.** This License shall expire at the conclusion of the Project or three years from the date on which the User obtained the Dataset from TCIA, whichever is earlier. User acknowledges that UAMS reserves the right to update this License in its sole discretion. User may terminate this License upon 30 days written notice to UAMS. UAMS may immediately terminate this License for any breach of the terms by the User. Additionally, UAMS may terminate this License at any time if changes to Privacy Laws require additional restrictions on the Dataset. Furthermore, UAMS may terminate this License immediately for no cause whatsoever. Upon expiration or termination, User will certify destruction of the Dataset to UAMS. User may retain one copy of the Dataset solely to the extent necessary to comply with records retention requirements under applicable law and for purposes of research integrity and verification, provided that the security, nondisclosure, and nonuse requirements in this License will continue to apply to such copy. The terms of Section 3 (Privacy Requirements), 5 (Publication), 6 (Acknowledgments), and 10 (No Use of Marks) shall survive expiration of this License.
8. **No Warranties.** Except as provided in this License or prohibited by law, any Dataset delivered pursuant to this License are provided as-is. UAMS makes no representations and extends no warranties of any kind, either express or implied, concerning the Dataset. UAMS provides no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Dataset will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.
9. **Assumption of Risk.** Except to the extent prohibited by law, User assumes all responsibility for damages which may arise from its use, storage, disclosure, or disposal of the Dataset. UAMS will not be liable to User for any loss, claim, or demand made by User, or made against the User by any third party, arising from the use of the Dataset by User, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UAMS. No indemnification or shifting of the costs of defense for any loss, claim, damage, or liability is intended or provided by either party under this License. Nothing contained herein affects any right UAMS may have to seek remedies for User's violation of this License.
10. **Assignment.** Except as otherwise provided in this License, User shall not assign or transfer any rights or obligations hereunder, or any part hereof. Any such purported assignment will be void and will result in termination of this License immediately.
11. **Relationship.** Nothing in this License shall be considered to create a partnership, employment relationship, work made for hire, or any other type of joint venture. At all times, the User and UAMS shall be considered independent contractors.
12. **Governing Law.** This License remains silent on governing law. This License shall be construed using the English language.
13. **Notices.** User will submit this completed form by email to help@cancerimagingarchive.net. Any other notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is: (i) delivered by hand; (ii) received by registered or certified mail, postage prepaid, return receipt requested; (iii) confirmed as received if by facsimile; or (iv) received by nationally recognized, overnight courier, and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

13.1. If to UAMS:

ATTN: University of Arkansas for Medical Sciences
Office of General Counsel, Research Division
4301 West Markham Street, #860, Little Rock, AR 72205

With a copy to: University of Arkansas for Medical Sciences
ATTN: The Cancer Imaging Archive
4301 W Markham #782
Little Rock, AR 72205
help@cancerimagingarchive.net

13.2. If to User:

ORGANIZATION
ATTN
ORGANIZATION NOTICE ADDRESS
CITY/STATE/ZIP
PHONE
FAX
EMAIL

14. Entire License. This License constitutes the entire agreement and understanding between the User and UAMS related to the Dataset and the Project and supersedes any prior or contemporaneous negotiations, agreements, understandings, or arrangements of any nature or kind with respect to the subject matter herein.

I agree that I have read and agree to the above terms and conditions as outlined above.

Signature: _____

Date: _____

Please submit the completed form via email to help@cancerimagingarchive.net

EXHIBIT A
DESCRIPTION OF THE PROJECT

PLEASE DESCRIBE IN DETAIL THE PROPOSED USE OF THE DATASET, INCLUDING ANY COLLABORATORS: