Data Use Agreement of the SegTHOR Database

The SegTHOR Database is a large, public database of thoracic CT images, containing the manual contours of organs at risk, that aims to serve the development of segmentation algorithms and computer-assisted diagnosis tools, from the algorithm design (developing and training) to the preclinical steps (assessment and performance comparison).

This Data Use Agreement ("Agreement") governs the disclosure and use of data in the SegTHOR Database, which are endorsed and maintained by the Centre Henri Becquerel, 1 rue d'Amiens, 76038 Rouen, France (CHB). Any person ("the data recipient") seeking permission from the CHB to access the SegTHOR Database must sign and submit this Agreement to the person in charge of the SegTHOR Database, as a precondition to the granting of such permission.

The undersigned data recipients provide the following affirmations concerning SegTHOR data:

1. **Protection of Individuals**

I will not release or disclose, and will take all necessary and reasonable precautions to prohibit others from releasing or disclosing, any information that directly or indirectly identifies persons. This includes attempts to identify individuals through the use of vulnerability analysis or penetration testing.

I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.

I will not attempt to use and will take all necessary and reasonable precautions to prohibit others from using the data set to contact any persons in the data for any purpose.

2. **Limitations on the Disclosure of Data and Safeguards**

I acknowledge and affirm that I am personally responsible for compliance with the terms of this Agreement, to the exclusion of any other party, regardless of such party's role in sponsoring or funding the research that is the subject of this Agreement.

I acknowledge that the Intellectual Propriety of the SegTHOR database is not mine, and cannot be transmitted by me or by my team or institution to a third party nor use for commercial uses.

I will not share or disclose any SegTHOR data, without approval from the CHB, for any purpose other than the project described and approved at the time of application. I will therefore neither pass any SegTHOR data on to a third party nor use for commercial uses. Any subsequent SegTHOR data use requires the submission of a request and approval from CHB before the data may be used for a new purpose. Any commercial use of a detection/diagnostic tool/software/algorithm developed based on the use of any SegTHOR data requires a specific agreement with the CHB.

I will only allow access to SegTHOR data for those working on projects approved by the CHB, and I will require that they become authorized users of the SegTHOR data by signing a copy of this Data Use Agreement. Before granting any individual access to the data set, I will submit the signed data use agreements to the address at the end of this Agreement. I will not use or disclose and I will prohibit others from using or disclosing the data set, or any part thereof, except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.

I will not redistribute any SegTHOR data by posting on any Website or other publicly accessible online repository. I will ensure that all SEGTHOR data are kept in a secured environment and that only authorized users will have access to the data.

I acknowledge and affirm that interpretations, conclusions, and/or opinions that I reach as a result of my analyses of the data sets are my interpretations, conclusions, and/or opinions, and do not constitute the findings, policies, or recommendations of the CHB.

I will acknowledge in all reports based on these data that the database is endorsed by the CHB.

I will acknowledge in all reports based on these data any financial support received by the SegTHOR database, as forwarded by the CHB SegTHOR Scientific Committee.

I will mention the following reference to the SegTHOR database in any scientific presentation or reports (oral, or written, or posted on any Website or other publicly accessible online repository):

Lambert, Z., Petitjean, C., Dubray, B., & Kuan, S. (2020, November). SegTHOR: Segmentation of thoracic organs at risk in CT images. In *2020 Tenth International Conference on Image Processing Theory, Tools and Applications (IPTA)* (pp. 1-6). IEEE.

I will indemnify, defend, and hold harmless CHB from any or all claims and losses accruing to any person, organizations, or other legal entity as a result of violation of this Agreement. I agree to report the violation or apparent violation of any term of this Agreement to the CHB without unreasonable delay and in no case later than 30 calendar days of becoming aware of the violation or apparent violation.

3. **Terms, Breach, and Compliance**

Any violation of the terms of this Agreement shall be grounds for immediate termination of this Agreement. The CHB shall determine whether a data recipient has violated any term of the Agreement. The CHB shall determine what actions, if any, are necessary to remedy a violation of this Agreement, and the data recipient(s) shall comply with pertinent instructions from the CHB. Actions taken by the CHB may include but not be limited to providing notice of the termination or violation to affected parties and prohibiting data recipient(s) from accessing the CHB data in the future.

In the event the CHB terminates this Agreement due to a violation, or finds the data recipient(s) to be in violation of this Agreement, the CHB may direct that the undersigned data recipient(s) immediately return all copies of the complete SegTHOR Database to the CHB or its designee without any compensation (even in case of purchase).

4. Acknowledgment

My signature indicates that I understand the terms of this Agreement and that I agree to comply with its terms. I understand that a violation of this Agreement may be subject to a civil penalty, and that deliberately making a false statement about this or any matter is punishable by a fine, prison, or both.

Signed:_____

Date:_____

Print or Type

Name:_____

Title:_____

Organization:_____

Address:_____

City/State:_____

ZIP Code:_____

Phone:_____

E-mail (used to register to CodaLab and SegTHOR) :
_____

Codalab username: _____

5. Submission Information

Please send the **SegTHOR Data Use Agreement**:

- signed on at section 4,
- with initials on all previous pages

to Caroline Petitjean and Zoé Lambert, representatives of the CHB SegTHOR Scientific Committee:
Caroline.Petitjean@univ-rouen.fr
Zoe.Lambert@insa-rouen.fr