Terms of Use Agreement for Transfer of Software to Classify Chest Radiographs

Purpose

The **Software**, developed in the lab of Dr. Ronald M. Summers, is proprietary code used to automate classification of disease on chest radiographs (chest x-rays or CXRs). This Terms of Use Agreement covers the use of the **Software** with a non-commercial research project.

Definitions

- "**Provider**": the NIH Clinical Center.

- "**Recipient**": the not-for-profit research institution who receives software from the **Provider** under this Agreement to classify disease on CXRs.

- "**Software**": the proprietary software and associated code developed by the **Provider**.

Terms of Use

1. **Recipient** agrees that use of the **Software** is limited to research purposes and does not include for diagnostic, prognostic, or therapeutic use in human subjects, or to assess the efficacy of medical drugs or devices. **Recipient** agrees to comply with all Federal regulations applicable to research projects and the handling of research materials.

2. **Recipient** agrees not to license, sell, or use the **Software** for commercial purposes or applications for which a commercialization license would be required. **Recipient** investigator shall retain control over the **Software** and will not transfer the **Software** to third parties or individuals not under **Recipient** investigator's direct supervision without the express advanced written approval of **Provider**.

3. **Recipient** may make copies of the **Software** solely for use by the **Recipient** for a research project. The **Provider** and **Recipient** agree that the **Recipient** may incorporate the **Software** into novel software created by the **Recipient** as necessary to perform a research project.

4. In case of any kind of presentation or publication reporting research performed with the **Software**, **Recipient** shall include appropriate acknowledgement of **Provider**'s contribution of the **Software** and will include the citations:

   Tang Y-X, Tang Y-B, Peng Y, Yan K, Bagheri M, Redd BA, Brandon CJ, Lu Z, Han M, Xiao J, Summers RM. Automated abnormality classification of chest radiographs using deep convolutional neural networks. Npj Digital Medicine accepted.

5. Title in the **Software** shall remain with the **Provider**. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to the **Recipient** by the **Provider** of any license or other rights under any patent, patent application or other intellectual property right or interest. **Provider** reserves the right to distribute the **Software** to others and to use it for **Provider**'s own purposes.

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7. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of said party's activities under this Agreement, except that the NIH Clinical Center, as an agency of the United States, assumes liability only to the extent as provided under the United States Federal Tort Claims Act (28 U.S.C. Chapter 171).

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9. Should **Recipient** desire to use the **Software** in a manner not permitted under these Terms of Use, please e-mail CC-TechTransfer@mail.nih.gov

10. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

11. **Recipient** represents and warrants that the Official accepting this Agreement is authorized to do so.