**DATA USE AGREEMENT**

This agreement between the LEAP Lab at Tsinghua University (“LEAPLab”), a research laboratory led by Professor Gao Huang, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”), a research group focus on \_\_\_\_\_\_\_\_\_\_\_\_\_, is effective as of the last date of signature below (“Effective Date”).

Dr. Gao Huang (“Principal Investigator”) of LEAPLab plans to provide the data from the paper titled ‘Towards Expert-level Autonomous Carotid Ultrasonography with Large-scale Learning-based Robotic System’, as described in Exhibit A (“Data”), to Recipient for the research project set forth in Exhibit A (“Research Program”). The parties hereby agree as follows:

1. **LICENSE GRANT**
   1. **License Grant.** Subject to the terms and conditions of this Agreement, LEAPLab grants to Recipient a nonexclusive right to use the Data solely in the Research Program, during the Term of this Agreement as set forth in Exhibit A (“Term”)
   2. **License Term.** Principal Investigator will make the Data available to Recipient during the

Term, which Term may be extended only by advance written agreement of both parties.

* 1. **No Other Rights.** This Agreement does not constitute, grant nor confer any license under

any patents or proprietary interests of one party to the other, except as explicitly stated herein.

1. **LEAPLAB DATA**
   1. **Ownership.** LEAPLab retains ownership of the Data. LEAPLab retains all rights to distribute the Data to other non-commercial entities.
   2. **De-identification.** All individually identifiable health information has been removed from Data. Should Recipient inadvertently receive Data that has not been completely de-identified, or otherwise identifies a subject, Recipient shall notify LEAPLab immediately and shall follow LEAPLab’s written instructions for handling, which may include return or destruction of the identifiable information.
2. **RECIPIENT USE OF LEAPLAB DATA**
   1. **Restrictions.** Recipient will use Data only for the Research Program and not for any commercial purposes. If Recipient desires to use or disclose any Data for purposes other than the Research Program, Recipient must obtain prior written consent from LEAPLab, either by an amendment to this Agreement or a new agreement.
   2. **No Further Access or Transfer.** Recipient will not disclose or transfer the Data to any third party without prior written consent from LEAPLab.
   3. **No Re-identification or Contact.** Recipient acknowledges and agrees that: (1) Recipient will not attempt to re-identify or otherwise determine the identity of any human subject or other individual who may be the subject of the Data, and will not attempt to contact any such individuals for any purpose, and (2) considerable harm may ensue if Recipient (or any recipient of the Data) intentionally or negligently allows the disclosure, release or publication of information that identifies such individuals. In the event that Recipient inadvertently receives identifiable information or otherwise identifies an individual, Recipient will promptly notify LEAPLab and follow LEAPLab’s reasonable written instructions, which may include return or destruction of the identifiable information.
   4. **Data Security.** Recipient will follow data security best practices for receipt, storage and use of Data, and specifically agrees that it will:
      1. implement and maintain reasonable and appropriate physical, technical, and organizational security measures designed to protect the Data against accidental or unlawful loss, destruction, alteration, unauthorized disclosure or access, and all other unlawful forms of collection or use;
      2. assist LEAPLab as reasonably requested to respond to requests from government authorities, data subjects, or others to provide information (including details of the activities performed by Recipient) related to Recipient’s processing of the Data;
      3. only process the Data on its systems or facilities to the extent necessary to perform its obligations contemplated by the parties under this Agreement.
      4. maintain reasonably accurate and up-to-date logs and records of the processing of the Data;
      5. not lease, sell, distribute, or otherwise encumber the Data for any purpose; and
      6. promptly notify LEAPLab of any investigation, litigation, arbitrated matter, or other dispute relating to Recipient’s security or privacy practices as it may directly and materially relate to Recipient’s performance of its obligations to LEAPLab under this Agreement.
   5. **Notice of Data Incidents.** Recipient shall without undue delay (within 48 hours of confirmation) notify LEAPLab if any of the following occur:
      1. any unmitigated, material security vulnerability, or weakness of which Recipient has actual knowledge, in either LEAPLab’s or the Recipient’s systems or networks that has compromised the Data;
      2. any successful, imminent or significant threat of unauthorized access, use, disclosure, breach, modification, theft, loss, corruption or destruction of information, or any interference with information technology or system operations, that negatively impacts the confidentiality, integrity, and availability of the Data; or
      3. any known failure or inability to maintain material compliance with requirements of this Agreement or any applicable law.
   6. **Compliance with Law and Policy.** Recipient’s use of Data will comply all applicable federal, state and local laws and regulations. In addition, Recipient represents and warrants that all relevant Recipient or institutional policies have been followed, including the completion of any IRB or ethics review or approval that may be required.
3. **PUBLICATION**

In consideration of LEAPLab having provided the Data, Recipient will appropriately acknowledge the data source and cite our work ('Towards Expert-level Autonomous Carotid Ultrasonography with Large-scale Learning-based Robotic System') in all relevant publications or presentations resulting from the Research Program.

1. **GENERAL PROVISIONS**
   1. **Publicity.** Neither party will use the name or trademark of the other party, or the names of the other party’s employees, students or agents in any publicity, advertising or announcement related to this Agreement without the prior written consent of the other party’s authorized officials.
   2. **No Warranties.** Data are provided by LEAPLab AS IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
   3. **Liability.** In no event shall LEAPLab be liable for any use by Recipient of Data or results or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or Recipient’s use, handling, or storage of Data. Recipient agrees to indemnify and hold harmless LEAPLab, its trustees, officers, employees, students, volunteers and agents from all liability, loss, or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the use, handling or storage of Data or results by Recipient.
   4. **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice. Within thirty (30) days after the effective date of termination, Recipient will discontinue all use of the Data and related information, and return or destroy the Data in accordance with LEAPLab’s instructions. Sections 2.1, 3.1 to 3.6, 4, 5.1, 5.2 and 5.3 will survive the termination or expiration of this Agreement.
   5. **Severability.** If any paragraph, term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then the paragraph, term, condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.
   6. **Integration.** This Agreement, including attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing, signed by an authorized representative of each party.
   7. **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The duly authorized party representatives execute this Agreement. I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

**PRINCIPAL INVESTIGATOR**

Name:

Title:

Signature:

Date:

**RECIPIENT**

Name:

Title:

Signature:

Date:

**Exhibit A**

**Research Program**

**Project Title:**

**Grant # associated with the project:**

**Funding agency:**

**Funding period:**

**Funding amount:**

**“Data”** means: (Please specify each data element requested, i.e., action decision data, biometric measurement data, or plaque segmentation data)

**Research Purpose:** (what you will be using data for, what will do, specific aims not sufficient but please include those as well as a statement of research purpose specific to the data being requested)

**Term:**

Start Date: Effective Date of the Agreement

End Date: Five (5) Year Anniversary of the Effective Date