

**VISCERAL – Visual Concept Extraction Challenge in Radiology
Detection2 Benchmark
End User Agreement
INSTRUCTIONS for COMPILATION**

Please fill in, print, and sign the end-user agreement, scan it and upload it to the VISCERAL benchmark online registration system. Also send the signed agreement by post to the address below. Queries can also be addressed to:

Allan Hanbury

Institute of Software Technology and Interactive Systems

Vienna University of Technology

Favoritenstr. 9-11 / 188

1040 Vienna, Austria

allan.hanbury@tuwien.ac.at

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 (using the e-mail address above).



VISCERAL: REGISTRATION FORM

The *Center for Intelligent Service and Software Engineering*
 (please enter the name of the smallest entity of your organization that will be using the data, e.g. Dept.
 of Computer Science, Medical Imaging Research Division, etc)

an organization of approximately *6* people engaging in research and
 development of image analysis, medical image analysis, information-retrieval,
 machine learning or a related area, which is a part of

Corporation/Partnership/Legal Entity:

..... *School of Software Engineering, Chongqing University*
 Official mail address:
 *55, South DaXuecheng Road, Chongqing, China*

Telephone: *+86 18581010102* Fax:

applies to participate in the

VISCERAL Detection2 Benchmark

and to get access to the VISCERAL Detection2 Benchmark data.

Full details of the data collection and guidelines for participation can be found on the benchmark
 website <http://www.visceral.eu>

By signing this agreement, we shall use our best efforts to participate fully in the tasks of the
 evaluation activity indicated above.

The designated contact person for this activity is *Wang Qili*

E-mail: *418674878@qq.com* Tel.: *+86 18581010102*

**NB Please note all communications will go to this e-mail address ONLY; you may prefer to use an e-mail
 distribution list for rapid dissemination of information among your group.**

On behalf of the organization:

Name: *Wang Qili*

Title: *86 18581010102*

Date: *12.22.2017*

End-User Agreement

This agreement is made by and between:

ZSSB, Chongqing University
(hereinafter called END-USER), having its principal place of business at:

Chongqing University, China

AND

Institute of Software Technology and Interactive Systems, Vienna University of Technology, Favoritenstr. 9-11 / 188, 1040 Vienna, Austria, contact: Allan Hanbury, Tel: +43 1 58801 18801 or 18803, Fax: +43 1 58801 18899, email: [allan.hanbury@tuwien.ac.at], web: <http://www.tuwien.ac.at> (hereinafter called TUW)

whereby it is agreed as follows:

1. Object of this AGREEMENT is the grant of a license to use for the **VISCERAL Detection2 Benchmark**, the dataset (hereinafter called the **VISCERAL dataset**). The VISCERAL dataset and evaluation software are hereafter together called the **VISCERAL Detection2 Benchmark Resources**.

2. The site where the VISCERAL Detection2 Benchmark Resources are to be accessed by END-USER has to be defined in Exhibit A.

3. For the duration of this AGREEMENT, TUW grants END-USER the rights to use the VISCERAL Detection2 Benchmark Resources exclusively for the purposes of system evaluation within the VISCERAL Detection2 Benchmark (from 15 June 2015 to 30 April 2018, when the current ethics agreement ends). It is not permitted to copy VISCERAL datasets for own use and for projects beyond the VISCERAL Detection2 Benchmark. The VISCERAL dataset shall not be transferred to or accessed by any third party.

4. END-USER is not permitted to use the VISCERAL Detection2 Benchmark Resources 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 VISCERAL Detection2 Benchmark Resources or any derivative product or services based on all or a substantial part of it.

5. In order to preserve the desired, pre-competitive nature of the VISCERAL Detection2 Benchmark, END-USER shall comply with the guidelines constraining the dissemination and publication of VISCERAL evaluation results. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the benchmark or its participants and could discourage participation in future benchmarks. The guidelines (listed in Exhibit B) shall be implemented by END-USER. Any such use shall not infringe the rights of any third party. **Images in the VISCERAL dataset may be published, and if published, must be shown in high resolution.**

END-USER shall not use the name of either TUW or VISCERAL in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.

When results obtained using the VISCERAL Detection2 Benchmark Resources are published, the authors shall:

- Link the publication from <http://bibsonomy.org> with the tag *visceral-detection2*.
- Reference the following paper:
Georg Langs, Henning Müller, Bjoern H. Menze and Allan Hanbury, VISCERAL: towards large data in medical imaging - challenges and directions. Proc. MICCAI 2012 Workshop on Medical Content-based Retrieval for Clinical Decision Support (MCBR-CDS), 2012, Springer LNCS 7723, pages 92–98, Nice, France.

6. END-USER acquires no ownership, rights or title in all or any parts of the VISCERAL dataset and VISCERAL evaluation software, but acknowledges that they may be protected by copyright and subject to a specific license conditions 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.

7. 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 the system evaluation within the VISCERAL Detection2 Benchmark and having access to the VISCERAL dataset shall comply with the terms and conditions of this AGREEMENT. END-USER shall indemnify TUW from any claim of a third party resulting from a violation of its obligations resulting from this AGREEMENT and applicable laws.

8. 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 TUW, it being intended that each party shall remain independent and responsible for its own actions.

9. Except the liability according to Article 7, both parties exclude all liability of whatever nature for loss of profit or production and for direct, consequential, incidental or indirect loss or damage suffered by the other.

10. END-USER will maintain and post a list of people with current and recently-terminated access to the VISCERAL Detection2 Benchmark Resources. END-USER shall maintain such appropriate records and TUW shall have the right to audit such records upon reasonable prior notice using an independent sworn auditor of its choice.

11. This AGREEMENT is subject to, construed and interpreted in accordance with the Law of Austria. 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 TUW 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 Austrian law or an Austrian 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.

12. The term of this AGREEMENT ends on 30 April 2018. Clauses 4 (VISCERAL Detection2 Benchmark Resources), 5 (Dissemination and Publication), 6 (Dataset) and 7 (Liability) shall survive the termination of this AGREEMENT.

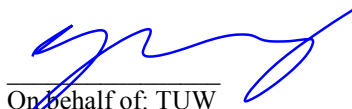
The entire AGREEMENT is composed of the 12 articles herein together with Exhibits A and B thereafter.

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

AUTHORISED BINDING SIGNATURES:



On behalf of: *ISSE, CQU*
Name: *Wang Qian*
Position: *Authorized by ISSE, CQU to sign*
Date: *Sep 22, 2017*



On behalf of: TUW
Name: Priv.-Doz. Dr. Allan Hanbury
Position: Authorized by TUW to sign for the VISCERAL Project (UG2002 §27)
Date: 4 June 2015

EXHIBITS

Exhibit A: SITE OF USE: (insert here below the address of the location where the VISCERAL Detection2 Benchmark Resources will be accessed)

.....
Academic paper of ISSE
.....
.....

Exhibit B: Guidelines constraining the dissemination and publication of VISCERAL Detection2 Benchmark evaluation results

SCIENTIFIC OR TECHNICAL PUBLICATIONS: Summaries, analyses and interpretations of the multimedia properties of the VISCERAL Detection2 Benchmark Dataset may be derived and published. 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. 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. Images from the VISCERAL Detection2 Benchmark Dataset can be published, and if published, must be shown in high resolution. In publications, the overview article of the VISCERAL project must be cited (see Article 5 of the end-user agreement).

ADVERTISEMENTS: No advertisements using the VISCERAL Detection2 Benchmark evaluation results can be placed in magazines, journals, newspapers, or other publications.

PRESS RELEASES: Press releases about VISCERAL Detection2 Benchmark results to organizations with national/international coverage are also prohibited.

MARKETING LITERATURE, LOCAL NEWSLETTERS: Although it is recognized that extensive evaluation discussions are not appropriate in this type of literature, it is expected that any claims made on the basis of evaluation results are accurate, that the evaluation measures used to substantiate these claims are stated, and that a reference is made to the full conference proceedings. Where promotional material is subject to prepublication revision by the media, the author should make every effort to see that the revision does not cause a violation of the guidelines.

CROSS-SYSTEM COMPARISONS: Cross-system comparisons may not be made with other named teams for individual tests, and may only be made when they are supported by accepted methods of statistical significance testing. Comparisons must be accompanied by the results of those tests and should reference the publication of those tests in the conference proceedings or related literature. Informal, qualitative comparisons with recognized baselines or benchmarks, and with general levels or trends in performance, must be clearly stated to be such and thus open to statistical reassessment.

PUBLICATION WITH VISCERAL REFERENCES: Any publication that quotes or contains references to the VISCERAL Detection2 Benchmark evaluation results must be linked from <http://bibsonomy.org> with the tag *visceral-detection2*.