

**VISCERAL – Visual Concept Extraction Challenge in Radiology
Retrieval and Detection Benchmark 2
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,
(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 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:

.....
Official mail address:

.....
.....
.....

Telephone: Fax:

applies to participate in the

VISCERAL Benchmark 2: Retrieval and/or Detection

and to use one virtual machine in the VISCERAL Cloud and to get access to the VISCERAL Benchmark 2 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, submitting the results of our experiments according to the format(s) stipulated in the VISCERAL Segmentation and Detection Benchmark Guidelines for Participation.

The designated contact person for this activity is

E-mail: Tel.:

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:

Title:

Date:

AA

End-User Agreement

This agreement is made by and between:

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

.....
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 Retrieval and Detection Benchmark (hereinafter called **VISCERAL Benchmark 2**) the **dataset and computing resources via a decentralized ("Cloud") architecture (provided by VISCERAL)**, that will provide participants with access to several image volumes (hereinafter called the **VISCERAL dataset**), cloud computing resources in the form of a Virtual Machine (hereinafter called **VISCERAL Computing Resources**) that will be used for training algorithms and for applying them to the test data, and software for calculating evaluation metrics. The VISCERAL dataset, computing resources and evaluation software are hereafter together called the **VISCERAL Benchmark 2 Resources**.

2. The site where the VISCERAL Benchmark 2 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 Benchmark 2 Resources exclusively for the purposes of system evaluation within the VISCERAL Benchmark 2 (from 1 September 2014 to 31 May 2015). It is not permitted to copy VISCERAL datasets for own use and for projects beyond VISCERAL Benchmark 2. The VISCERAL dataset shall not be transferred to or accessed by any third party.

4. END-USER is not permitted to use the VISCERAL Benchmark 2 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 Benchmark 2 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 Benchmark 2, 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.

END-USER shall give appropriate references to VISCERAL in scholarly literature when the VISCERAL Benchmark 2 Resources are mentioned. Papers publishing results obtained using the VISCERAL Benchmark 2 Resources shall reference the following paper:

A. Hanbury, H. Müller, G. Langs, M.-A. Weber, B. H. Menze and T. Salas Fernandez. Bringing the Algorithms to the Data: Cloud-based Benchmarking for Medical Image Analysis. In Proc. of the CLEF Conference, 2012, Springer LNCS 7488, pages 24-29, Rome Italy.



6. END-USER shall adopt a fair use policy when using the VISCERAL Computing Resources to avoid incurring excessive costs for the organizers providing access to the VISCERAL Computing Resources. In particular, END-USER shall shut down the virtual machine during longer periods in which no computing takes place.

7. END-USER agrees to place all software (at least executable binaries and all libraries and other support required to execute the software) necessary to carry out the tasks described in the benchmark description in the VISCERAL Computing Resources Virtual Machine by the submission deadline set by the organizers. END-USER must remove all material that must not be seen by the organizers (e.g. proprietary source code, proprietary documentation) before the submission deadline set by the organizers.

8. TUW and other partners of the VISCERAL project and organizers of the VISCERAL Benchmark 2 will only use the software placed in the VISCERAL Computing Resources virtual machine for evaluating the performance of the software for the tasks described in the Benchmark. END-USER can request that the software gets deleted at the end of the benchmark (after all evaluations have been performed), and TUW will comply with such requests.

9. 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.

10. 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 Benchmark 2 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.

11. 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.

12. Except the liability according to Article 10, 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.

13. END-USER will maintain and post a list of people with current and recently-terminated access to the VISCERAL Benchmark 2 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.

14. END-USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the VISCERAL Computing Resources placed at END-USER'S disposal by TUW, except to its officers, directors or employees on a "need-to-know" basis.

15. 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.

16. The term of this AGREEMENT ends on 31 August 2015. Clauses 4 (VISCERAL Benchmark 2 Resources), 5 (Dissemination and Publication), 8 (Deletion of software), 9 (Dataset) and 10 (Liability) shall survive the termination of this AGREEMENT.

The entire AGREEMENT is composed of the 16 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:

Name:

Position:

Date:



On behalf of: TUW

Name: Priv.-Doz. Dr. Allan Hanbury

Position: Authorized by TUW to sign for the VISCERAL Project (UG2002 §27)

Date: 8 SEPTEMBER 2014

EXHIBITS

Exhibit A: SITE OF USE: (insert here below the address of the location where the VISCERAL Benchmark 2 Resources will be accessed)

.....

Exhibit B: Guidelines constraining the dissemination and publication of VISCERAL-Benchmark 2 evaluation results

SCIENTIFIC OR TECHNICAL PUBLICATIONS: Summaries, analyses and interpretations of the multimedia properties of the VISCERAL Benchmark 1b 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 Benchmark 1b 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 Benchmark 1b evaluation results can be placed in magazines, journals, newspapers, or other publications.

PRESS RELEASES: Press releases about VISCERAL Benchmark 1b 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: A copy or digital version of any publication that quotes or contains references to the VISCERAL Benchmark 1b evaluation results must be provided to the VISCERAL coordinator Dr. Allan Hanbury [allan.hanbury@tuwien.ac.at].

