ClinicalBench Usage and Data Distribution License Agreement

ClinicalLab Team

Welcome to the ClinicalBench dataset. ClinicalBench is an end-to-end clinical diagnosis evaluation benchmark based on real cases, covering 24 departments and 150 diseases. To ensure the ethical and responsible use of the dataset, we have established this license agreement. **Please carefully read and agree to the following terms before downloading and using the ClinicalBench dataset.**

1 Definitions

- **Agreement** refers to the terms and conditions of this license agreement for using, reproducing, distributing, and modifying the ClinicalBench dataset.
- **Licensee** or **you** means you, or your employer or any other person or entity (if you are entering into this Agreement on such person or entity's behalf), of the age required under applicable laws, rules or regulations to provide legal consent and that has legal authority to bind your employer or such other person or entity if you are entering in this Agreement on their behalf.
- **ClinicalBench** refers to the evaluation dataset based on real cases distributed by the ClinicalLab team and other elements distributed by them.
- **ClinicalBench Materials** collectively refers to ClinicalBench and the Documentation (and any part thereof) provided by the ClinicalLab team under this Agreement.
- **ClinicalLab Team** or **We** refers to the research team of the ClinicalLab paper, whose specific members can be found in the paper.

2 License Rights

By agreeing to this Agreement, you are granted a non-exclusive, worldwide, non-transferable, and royalty-free limited license solely for non-commercial academic research purposes. You may **not** use this dataset to train your models but may use it to evaluate the models or agents you develop. You may **not** modify the ClinicalBench Materials or create derivative works. You may **not** use the dataset for any commercial purposes or redistribute it to third parties.

3 Usage Restrictions

Users agree to comply with the following usage restrictions:

- **Protecting Patient Privacy**: Users undertake to protect patient privacy and avoid any information leakage that may reveal patient identities.
- **Prohibition of Tracking**: Users shall **not** attempt to track or identify any individual's information in the dataset.
- **Data Security**: The ClinicalBench Materials we distribute to you are for your own use only, and appropriate security measures must be taken to prevent unauthorized access to or leakage of the dataset.
- **Research Purposes**: The dataset is limited to non-commercial academic research use, and any other use requires written permission from the data provider.

4 Modifications and Derivative Works of the Dataset

Users may use the dataset to analyze and evaluate your model or agent, and to process and analyze the reasoning results, but may **not** publish any modified versions or derivative works in any form. Users may describe the use of the dataset in their research results and share the research results, but may **not** publicly disclose the actual content of the dataset.

5 Redistribution

- **Redistribution Restrictions**: The Licensee is strictly prohibited from redistributing the ClinicalBench Materials (including any part or derivative works thereof). Any published project that uses the ClinicalBench dataset must link to our project and may **not** directly include any part of the dataset in your published project. All distributed ClinicalBench datasets are automatically watermarked based on the personal information you submit, and we can identify unauthorized distribution through the watermark and pursue legal responsibility according to law.
- **Attribution and Citation**: In projects created using ClinicalBench Materials, users should prominently display **Evaluated using ClinicalBench** in relevant websites, user interfaces, blog posts, papers, and other documents, and provide a Google Scholar citation.

6 Disclaimer

The data in ClinicalBench comes from mainland China and only follows the diagnostic methods and procedures officially recommended in mainland China. Therefore, it may lack representativeness for other regions and countries. The ClinicalLab team only provides the ClinicalBench Materials as is as described in the paper, without any other warranties in any form, and is **not** responsible for any form of warranty, including but **not** limited to ownership, non-infringement, merchantability, or fitness for a particular purpose. You bear the risk of using the ClinicalBench Materials, including but **not** limited to using the dataset to evaluate models, biases or diagnostic errors caused by violating the agreement and using the data to train models. In no event shall the ClinicalLab team be liable for any loss or any indirect, special, consequential, incidental, punitive, or exemplary damages arising out of this Agreement, whether under contract, tort, negligence, product liability, or other theories, even if the ClinicalLab team has been advised of such possibilities. The ClinicalBench dataset is anonymized data based on real cases, and the ClinicalLab team does **not** make any warranties regarding the dataset. Users bear the risks arising from the use of the dataset.

7 Modification of the Agreement

The ClinicalLab team reserves the right to modify the terms of this Agreement at any time. Any modifications will be posted on the ClinicalLab GitHub website and will be effective as of the date of posting. Users are responsible for regularly reviewing the terms of the Agreement to ensure they are aware of any changes.

8 Term and Termination

The term of this Agreement begins when you accept this Agreement or access the ClinicalBench Materials and will continue in effect until terminated in accordance with the terms of this Agreement. The ClinicalLab team may terminate this Agreement if you violate any of its terms. Upon termination of the Agreement, you shall delete and cease using the ClinicalBench Materials. Sections 3, 5, 6, and 9 of this Agreement shall survive termination of the Agreement. If the user violates any of the terms of this Agreement, we have the right to immediately terminate the user's license. Upon termination of the license, the user must destroy all downloaded copies of the dataset.

9 Governing Law and Jurisdiction

This Agreement is governed, interpreted, and enforced by the laws of the People's Republic of China. Any disputes arising from this Agreement shall first be resolved through friendly negotiation; if

negotiation fails, either party may file a lawsuit in a court of competent jurisdiction in the People's Republic of China, and the courts in mainland China shall have exclusive jurisdiction over any disputes arising from this Agreement.

10   Acceptable Use Policy

The ClinicalLab team is committed to promoting the safe and fair use of the dataset. Users must agree to and accept all terms of this Agreement before downloading and using the ClinicalBench dataset. The user's download and use behavior shall be deemed as acceptance of and compliance with the terms of this Agreement.

Applying for Access   The ClinicalBench dataset adopts an application access system. After users agree to this Agreement and submit an application, we will send the dataset to the email address provided by the user within 48 hours.

Please report any violations of this policy, dataset errors or other issues that may lead to violations of this policy through one of the following methods:

- Reporting data issues, risky content, errors, and security issues: `https://github.com/WeixiangYAN/ClinicalLab/issues/new`
- Reporting violations of the Acceptable Use Policy or unauthorized use of ClinicalBench: yanweixiang.ywx@gmail.com

Please contact the ClinicalLab team if you have any questions or need further information.

User Information Form:

- First Name (required):
- Last Name (required):
- Email (required):
- Country (required):
- Affiliation (required):

By clicking submit below, you agree to share your contact information (email and username) with the dataset authors and accept the license terms.