Diabetic Foot Ulcer Dataset: Release Agreement

Introduction:

The goal of the Diabetic Foot Ulcer (DFU) Dataset is to develop new techniques, technology, and algorithms for the automatic interpretation and analysis of ulcers. Lancashire Teaching Hospital ("LTH") has copyright on the data and is the principal distributor of the DFU Dataset. Manchester Metropolitan University ("MMU") is involved in an ongoing effort to develop this dataset and provide the compatible version of ground truth annotations for computer algorithm. The dataset is meant to aid research efforts in the general area of developing, testing and evaluating algorithms for DFU analysis.

Release of the dataset:

To advance the state-of-the-art in DFU research and analysis, this dataset is made available to the research community. To receive access to the dataset, for non-commercial research into DFU analysis and other branches of related research, you must sign this document agreeing to the conditions and restrictions listed below:

Consent:

I/We agree to the following conditions and restrictions of access and use of the DFU Dataset:

1. **Redistribution**: Without prior written approval from LTH and MMU, the DFU Dataset, will not be further distributed, published, copied, or disseminated in any way or form whatsoever, in whole or in part, whether for profit or not. This includes further distributing, copying or disseminating to a different facility, department or organisational unit within any university, organisation, or company.

2. **Modification and Commercial Use**: Without prior written approval from LTH and MMU, the DFU Dataset, in whole or in part, should not be modified or used for commercial purposes. If any unauthorised use is made of the Dataset and such use is attributable to your act or default then, without prejudice to MMU's other rights and remedies, LTH and MMU can terminate this Agreement with immediate effect by serving you with written notice.

3. **Requests for the DFU Dataset**: All requests for the DFU Dataset will be forwarded to MMU Principal Investigator(s).

4. **Publication Requirements**: Where permitted to publish by agreement of LTH and MMU, publication will be restricted to paper, web-based data and image data, for scientific purposes only.

5. **Intellectual Property Rights Ownership**: You acknowledge that all Intellectual Property Rights in the DFU Dataset are the property of LTH and MMU, as the case may be; and you shall have no rights in or to the DFU Dataset other than the right to use it in accordance with the express terms of this Agreement. You assign to MMU, and shall assign to it, with full title guarantee all Intellectual Property Rights arising from the use of the Dataset, by way of future assignment. You shall use all reasonable endeavours to procure that any necessary third party shall, at MMU's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement. The Intellectual Property Rights assigned to MMU shall be deemed to be included in the Release of the Dataset from the date when such rights arise.

6. **Citation/Reference**: All documents and papers that report on research that uses the DFU Challenge (DFUC2020) Datasets will acknowledge the use of the datasets by including citations to the following:

   Cassidy, B., Reeves, N.D., Joseph, P., Gillespie, D., O'Shea, C., Rajbhandari, S., Maiya, A.G., Frank, E., Boulton, A., Armstrong, D., Najafi, B., Wu, J., and Yap, M.H., 2020. DFUC 2020: Anaysis Towards Diabetic Foot Ulcers Detection. arXiv:2004.11853

   Goyal, M., Reeves, N.D., Rajbhandari, S. and Yap, M.H., 2018. Robust methods for real-time diabetic foot ulcer detection and localization on mobile devices. IEEE journal of biomedical and health informatics, 23(4), pp.1730-1741.

7. **Publications to MMU**: A copy of all reports and papers that are for public or general release that use the DFU Dataset should be forwarded immediately upon release or publication to MMU Principal Investigator(s).

8. **Termination**: MMU may terminate this Agreement (wholly or in part) at any time with immediate effect. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

9. **Assignment**: This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the MMU. You confirm that you are acting on your own behalf and not for the benefit of any other person or organisation. MMU may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without your consent.

10. **No Warranty**: THE PROVIDER OF THE DATA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE-MARK, OR OTHER PROPRIETARY RIGHTS.

11. **Governing Law**: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. **Jurisdiction**: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). The MMU, LTH or the Principal investigators of DFU dataset accept no liability for any action resulting from inappropriate use of the images that falls outside of the terms of this agreement.

13. **Access:** The user may only use the datasets after this License Agreement has been **signed by his/her group leader or professor** (who has fixed position in the data requiring institution). If a student is sending the email, the email should be copied to the leader or professor who has signed the License Agreement.

By signing this license agreement, I agree that all students and researchers that reported to me are eligible of using the data. I am familiar with the latest EU General Data Protection Regulation (GDPR), and I am responsible for controlling my research group gets access to the data, how the data will be stored and used properly according to GDPR. I am fully responsible if any issue rises in relation to the GDPR on the usage of shared data in my group.

Signature: _____

Name (please print): _____

Role: _____

Date: _____

Email: _____

Organisation: _____

Address: _____

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