Non-commercial Data License Agreement for ChatCLR Challenge

Key Definitions:	
"Licensee or you or user"	
	(Individual name)
"User's Research Group"	
	(University, Institute or Company name)
	(Specific department, area, organizational unit)
	(Geographic site where material will be used)
"Computer"	
personal computer (including tablet p	personal computer), laptop computer or similar hardware
"University or we or us"	
University of Science and Technolog	y of China (USTC)
"Data"	
the data specified on the Website	
"Term"	
Indefinite period from Data release	
"Website"	
https://mispchallenge.github.io/ICME	E2024/index.html

You are seeking permission to use the Data and any accompanying information subject to the terms of the License. The License is granted solely for non-commercial research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice.

You may publish or submit for publication (including, but not limited to, in peer-reviewed journals) any analysis that has used the Data however we ask that you acknowledge the source of the Data in publications by citing the article or data set showed on the Website.

University of Science and Technology of China (the University) only grants this type of license of the Data solely to not-for-profit institutions for non-commercial research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice. For the avoidance of doubt the License is not granted to any organization that wishes to use the Data for commercial purposes nor to consumers/individuals. If you do not fall into one of these categories, then do not accept the License. A description of the Data is set out on the Website. By accepting the terms of the License, you accept that the use of the Data is subject to the License. You confirm that, if you are using the Data on behalf of your employer, another person, you are legally authorized to bind them to the terms of the License. You may not use the Data unless you agree to the terms of the License.

IMPORTANT NOTICE: PLEASE READ THIS LICENSE CAREFULLY

- 1. This License is a legal agreement between you and the University of Science and Technology of China.
- **2.** You should print a copy of this License for future reference.

3. IF YOU, AS AN INDIVIDUAL OR ON BEHALF OF THE REQUESTING ORGANIZATION, UNDERSTOOD ALL THE LICENSE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THE TERMS ABOVE, PLEASE FILL THE PERSONAL INFORMATION AT THE BEGINNING, SIGN THE SIGNATURE IN THE END, AND THEN UPLOAD PDF FILE IN THE GOOGLE FORM. IF YOU DO NOT ACCEPT THESE TERMS OR THE STANDARD TERMS OF USE, YOU SHOULD NOT PROCEED.

1.GRANT AND SCOPE OF LICENSE

- **1.1** In consideration of:
- 1.1.1 the License Fee; and
- 1.1.2 your agreement to abide by the terms of this License;

the University grants to you a non-exclusive license to use the Data and any accompanying information solely for solely for non-commercial, not-for-profit research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice subject to the terms of this License.

- 1.2 This License is personal to the Licensee and the Licensee may not transfer the right to use the Data or corresponding download password to any other person or company. In addition, the Licensee may not release the Data or corresponding download password on or in any public forum, including but not limited to webpages.
- **1.3** You may:
- 1.3.1 install and use the Data on one or more Computers; and
- **1.3.2** make copies of the Data only for back-up and archival purposes.
- 1.3.3 keep the Data if (a) there is a follow-on MISP Challenge and User has signed an agreement on behalf of User's research group to participate in that challenge; or (b) User executes on behalf of User's research group a subsequent USTC license that covers the Data.
- **1.4** You acknowledge that:
- **1.4.1** All Data is provided "as is" and USTC warrant the accuracy, completeness, currentness, merchantability or fitness for a particular purpose of the Data.
- **1.4.2** In no event will USTC be liable for any loss or injury caused in whole or in part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, editing, writing, reporting or delivering the Data, or for any errors, omissions or inaccuracies in the Data, regardless of how caused.
- **1.4.3** In no event will USTC be liable to **User**, **User's Research Group**, or to any other individual or organization for any decision made or action taken in reliance upon any part of the Data or for any consequential, direct, special or similar damages, even if advised of the possibility of such damages.
- **1.4.4** In no event will USTC be liable to **User**, **User's Research Group**, or to any other individual or organization to use the Data (for example by ensuring that you have the necessary hardware to run the Data) or that the Data meets your requirements
- **1.4.5** the USTC is not able to check for bugs or errors and therefore, that the Data may not be free of bugs or errors;

2. DATA PROTECTION

2.1 The University will only use the your personal information and User's Research Group or

affiliation which you provide to grant this License, or to inform you about the Data, as applicable, unless you tell us in writing that you do not want to receive this information. The University will not pass your data to third parties other than to credit reference agencies. You agree that we may do this.

3. LICENSEE'S UNDERTAKINGS

- 3.1 You undertake:
- **3.1.1** not to rent, lease, sub-license, loan or translate the Data or corresponding download password;
- **3.1.2** not to include the Data, any excerpts of the Data or corresponding download password on or in any public forum, including but not limited to webpages;
- **3.1.3** to supervise and control use of the Data and ensure that the Data is used by your employees in accordance with the terms of this License; and
- **3.1.4** not to provide, or otherwise make available, the Data or or corresponding download password in any form, in whole or in part to any person other than your employees.
- **3.1.5** not provide the Data or make the Data available in any form to your holding company or your subsidiaries.

4.DATA SUPPORT

4.1 The University assumes no obligation to provide assistance of any kind at all in connection with the Data, including without limitation support, maintenance, or the provision of updates or new releases of the Data.

5. INTELLECTUAL PROPERTY RIGHTS

- **5.1** Your only right to use the Data is by virtue of this License. You acknowledge that all intellectual property rights in or relating to the Data and all parts of the Data are and shall remain the exclusive property of the University.
- **5.2** You agree that you will not remove or alter any copyright notices or similar proprietary devices within the Data. These include any electronic watermarks or other identifiers that may be incorporated in the Data or any copy of the Data.

6. TERMINATION

- **6.1** This License will terminate upon the expiry of the Term.
- **6.2** Any use of the Data which is not in accordance with this License will give the University the right to terminate this License immediately.
- **6.3** The University may terminate this License immediately by written notice to you if:
- **6.3.1** you commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
- 6.3.2 a petition for a bankruptcy order to be made against you has been presented to the court; or
- **6.3.3** you become insolvent or unable to pay your debts, enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for your winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of your assets, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of your debt;

- **6.3.4** you do not comply with clause 15; or
- **6.3.5** anything equivalent or analogous to any of the circumstances specified in clause 6.3.2 or
- 6.3.3 occurs in any applicable jurisdiction.
- **6.4** Upon termination of this License for any reason:
- **6.4.1** all rights granted to you under this License shall end;
- 6.4.2 you must stop all activities authorized by this License; and
- **6.4.3** you must immediately delete the Data from your Computer and immediately delete all copies of the Data in your possession, custody or control including where you may have incorporated the Data with other third party data.

7. TRANSFER OF RIGHTS AND OBLIGATIONS

- 7.1 This License is binding on you and us and on our respective successors and assigns.
- **7.2** You may not transfer, assign, charge or otherwise dispose of this License, or any of your rights or obligations arising under it.
- **7.3** The University may transfer, assign, charge, sub-contract or otherwise dispose of this License, or any of its rights or obligations arising under it, at any time during the Term.

8. NOTICES

- **8.1** The University may give notice to you at either the email or postal address you provided when accepting the License.
- **8.2** Where either party gives notice to the other by email, such notice will be deemed received 48 hours after the email has been sent to the email address that has been provided which:
- 8.2.1 in the case of the University shall be the email address given on the Website; and
- **8.2.2** in the case of the Licensee shall be the email address given when you accepted the License.

9. MISCELLANEOUS

- **9.1** If we do not:
- 9.1.1 insist on strict performance of any of your obligations under this License; or
- 9.1.2 exercise any of our rights or remedies under this License,
- then this shall not constitute a waiver of such rights or remedies and shall not mean that you do not have to comply with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any terms of this License shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- **9.2** If any of the terms of this License is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions. The remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law.
- 9.3 No provision of this License shall be enforceable by any person other than you and us.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the License that is caused by events outside our reasonable control (Force Majeure Event).

- **10.2** A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 10.2.1 strikes, lock-outs or other industrial action including by our employees;
- **10.2.2** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 10.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- **10.2.4** impossibility of the use of any public or private telecommunications network;
- 10.2.5 disruption of or failure or cessation of any electricity supply; and
- **10.2.6** the acts, decrees, legislation, regulations or restrictions of any government.
- 10.3 Our obligations under this License are suspended for the period that the Force Majeure Event continues to affect us. We will have an extension of time to perform these obligations. We will take reasonable steps (without incurring costs) to bring the Force Majeure Event to a close or to find a solution by which our obligations under this License can be performed despite the Force Majeure Event.

11. OUR RIGHT TO VARY THIS LICENSE

11.1 At any time during the Term we may revise and amend this License where required by the applicable law or governmental or regulatory authority. In such circumstances the new terms will apply to you.

12. WARRANTIES

- **12.1** You warrant that you:
- 12.1.1 shall use the Data for your own internal use and for your own non-commercial research;
- **12.1.2** shall not use the Data for any purpose other than for those purposes permitted under the License;
- **12.1.3** shall not use the Data for longer than the Term unless we have granted you a further license to do so:
- **12.1.4** shall not use the Data for providing any service to any third party;
- **12.1.5** are not entering into this License outside your trade, business or profession and so you are not a consumer;
- **12.1.6** are legally capable of entering into binding contracts;
- 12.1.7 are at least 18 years old; and
- **12.1.8** shall comply with all relevant import and export laws and regulations affecting the Data applied by the People's Republic of China.

13. EXPORT CONTROLS

13.1 You shall comply with all relevant import and export laws and regulations affecting the Data applied by the People's Republic of China. You shall not use the Data without first obtaining all written consents or authorisations which may be required by any such import and export laws and/or regulations.

14. INDEMNITY

14.1 You shall indemnify the University from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by the University caused by, or in any way connected with any of the following:

- **14.1.1** the use (whether or not authorized by you) of the Data by any third party;
- 14.1.2 a breach of this Agreement by you; or
- 14.1.3 any other negligent or wrongful act by you in any way connected with the Data.

15. LAW AND JURISDICTION

- **15.1** The formation, existence, construction, performance, validity and all aspects whatsoever of this License or of any provision of this License, including any non-contractual obligations arising out of it, will be governed by the laws of the People's Republic of China.
- **15.2** The courts of the People's Republic of China will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this License. You and we irrevocably agree to submit to that jurisdiction provided that the University may seek injunctive relief in any court of competent jurisdiction.

Signature:	
------------	--