## Terms of Use Agreement for Transfer of Software to Improve Segmentation And Detection of Lesions Using Intensity Distribution Supervision on Computed Tomography Scans

## **Purpose**

The **Software**, developed in the lab of Dr. Ronald M. Summers, is proprietary code used to automate Segmentation And Detection of Lesions Using Intensity Distribution Supervision on abdominal computed tomography (CT) scans. This Terms of Use Agreement covers the use of the **Software** with a non-commercial research project.

## **Definitions**

- "Provider": the NIH Clinical Center.
- "Recipient": the not-for-profit research institution who receives software from the Provider
  under this Agreement to Segment And Detect Lesions Using Intensity Distribution Supervision
  on CT scans.
- "Software": the proprietary software and associated code developed by the Provider.

## Terms of Use

- Recipient agrees that use of the Software is limited to research purposes and does not include
  for diagnostic, prognostic, or therapeutic use in human subjects, or to assess the efficacy of
  medical drugs or devices. Recipient agrees to comply with all Federal regulations applicable to
  research projects and the handling of research materials.
- 2. Recipient agrees not to license, sell, or use the Software for commercial purposes or applications for which a commercialization license would be required. Recipient investigator shall retain control over the Software and will not transfer the Software to third parties or individuals not under Recipient investigator's direct supervision without the express advanced written approval of Provider.
- 3. Recipient may make copies of the Software solely for use by the Recipient for a research project. The Provider and Recipient agree that the Recipient may incorporate the Software into novel software created by the Recipient as necessary to perform a research project.
- 4. In case of any kind of presentation or publication reporting research performed with the **Software**, **Recipient** shall include appropriate acknowledgement of **Provider**'s contribution of the **Software** and will include the citation:
  - Shin SY, Shen TC, Summers RM. Improving Segmentation and Detection of Lesions in CT Scans Using Intensity Distribution Supervision. Computerized Medical Imaging and Graphics 108 102259: 1-11 (2023). <a href="https://doi.org/10.1016/j.compmedimag.2023.102259">https://doi.org/10.1016/j.compmedimag.2023.102259</a>
- 5. Title in the **Software** shall remain with the **Provider**. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to the **Recipient** by the **Provider**

- of any license or other rights under any patent, patent application or other intellectual property right or interest. **Provider** reserves the right to distribute the **Software** to others and to use it for **Provider**'s own purposes.
- 6. The Recipient shall retain title to any patent or other intellectual property developed or created in the course of the research project with the Software. Neither Provider nor Recipient promise rights in advance for inventions developed using Software. In the event the Recipient wishes to distribute the Recipient Invention to third parties, the Recipient will ensure that the third party is advised of the presence of the Software and of the Provider's rights therein. If a third party desires to use the Recipient Invention for commercial purposes, it is understood by the Recipient that the Provider shall work in good faith to grant a license to the third party to the Provider's rights therein.
- 7. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of said party's activities under this Agreement, except that the NIH Clinical Center, as an agency of the United States, assumes liability only to the extent as provided under the United States Federal Tort Claims Act (28 U.S.C. Chapter 171).
- 8. The **Software** is supplied AS IS, without any accompanying services or improvements from **Provider**. THE **SOFTWARE** IS SUPPLIED TO **RECIPIENT** WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **Provider** makes no representations that the use of the **Software** will not infringe any patent or proprietary rights of third parties. **Provider** does not endorse the results of any analyses derived from the **Software**'s use, and the **Recipient** agrees not to claim endorsement of such results and analyses by the **Provider** or the United States Government.
- 9. Should **Recipient** desire to use the **Software** in a manner not permitted under these Terms of Use, please e-mail CC-TechTransfer@mail.nih.gov
- 10. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
- 11. **Recipient** represents and warrants that the Official accepting this Agreement is authorized to do so.