Terms of Use Agreement for Transfer of Software to Segment Abdominal Organs and Structures on MRI Scans (MRISegmentator-Abdomen)

Purpose

The **Software**, developed in the lab of Dr. Ronald M. Summers, is proprietary code used to automate segmentation of 62 abdominal organs and structures on T1-weighted abdominal MRI 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 abdominal organs and structures on T1-weighted MRI 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.
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- 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:
 - Zhuang Y, Mathai TS, Mukherjee P, Khoury B, Kim B, Hou B, Rabbee N, Suri A, Summers RM. MRISegmentator-Abdomen: A Fully Automated Multi-Organ and Structure Segmentation Tool for T1-weighted Abdominal MRI. Submitted for Publication.
- 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.

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- 9. Should **Recipient** desire to use the **Software** in a manner not permitted under these Terms of Use, please e-mail <u>CC-TechTransfer@mail.nih.gov</u>
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- 11. **Recipient** represents and warrants that the Official accepting this Agreement is authorized to do so.