

# Data Use Agreement

VinBigData Institute

**Last updated: May 12, 2021**

This Data Use Agreement (DUA) determines whenever our data (applied for all datasets provided on VinDr Lab) are transmitting or receiving by any individual or organization. To view images from this dataset, you are agreeing the following terms:

1. Recipients/Readers (individuals or organizations) may use or disclose the data only as permitted by this DUA. Permission is granted to use the data without charge for non-commercial research purposes only. Any other purpose is prohibited.
2. Recipients/Readers (individuals or organizations) may use the data for legal purposes only.
3. Require the Recipient/Reader to use appropriate safeguards to prevent an unauthorized use or disclosure data not contemplated by the agreement;
4. Require the Recipient/Reader to report to the VinBigdata any use or disclosure of which it becomes aware that is not permitted by this agreement or illegal.
5. Re-identification is strictly prohibited. All Recipients/Readers agree that they will not make any attempt to re-identify any of the individual data subjects from the imaging data. The recipients will not publish any information on an individual patient in the case an individual patient can be identified. Any re-identification of any individual data subject shall be immediately reported to the VinBigdata.
6. Do not distribute, publish, or reproduce a copy of any portion or all of the data to a third party without permission from the VinBigdata.

7. Do not modify the original images and label annotations from the data. You must not remove or alter any copyright or other proprietary notices in the data.
8. The use of the data for clinical research purposes in the diagnosis or provision of patient care should be approved by authorities. The VinBigdata does not assume liability when the dataset is used for clinical use.
9. Recipients will cite the source of information in all publications, which use the data.
10. Any violation of this DUA or other impermissible use shall be grounds for immediate termination of use of the data. In this case, the violator is responsible for indemnifying and holding the data harmless from any claims, losses or damages, including legal fees, arising out of or resulting from the use of the data./