

# Data Use Agreement

This Data Use Agreement (DUA) determines whenever the VinDr-BodyPartXR dataset (“**Dataset**”) is transmitted or received by any individual or organization. By registering for download of this dataset, you are agreeing the following terms:

1. Recipients (individuals or organizations) may use or disclose the Dataset only as permitted by this DUA. Permission is granted to use the dataset without charge for non-commercial research purposes only. Any other purpose is prohibited;
2. Recipients (individuals or organizations) may use the Dataset for legal purposes only;
3. Recipients are required to use appropriate safeguards to prevent an unauthorized use or disclosure of the Dataset not contemplated by this DUA;
4. Recipients are required to report to the VinBigData JSC any use or disclosure of the Dataset of which it becomes aware that is not permitted by this agreement or illegal;
5. Re-identification is strictly prohibited. All recipients agree that they will not make any attempt to re-identify any of the individual data subjects from the Dataset. 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 JSC;
6. Do not distribute, publish, or reproduce a copy of any portion or all of the Dataset to a third party without permission from the VinBigData JSC. Do not share the downloadable link of the Dataset to others. If another user wishes to use the Dataset, they must register as an individual user and comply with all the terms of this DUA;
7. Do not modify the original images and label annotations from the Dataset. You must not remove or alter any copyright or other proprietary notices in the Dataset;
8. The use of the Dataset for clinical purposes in the diagnosis or provision of patient care should be approved by appropriate authorities. The VinBigData JSC does not assume any liability when the Dataset is used for clinical purposes;
9. Recipients will cite the source of information (available on the project webpage at <https://vindr.ai/datasets/bodypartxr>) in all publications that use the Dataset.
10. Any violation of this DUA or other impermissible use shall be grounds for immediate termination of use of the Dataset. In this case, the violator is responsible for indemnifying and holding the VinBigData JSC harmless from any claims, losses or damages, including legal fees, arising out of or resulting from the use of the Dataset./.

DATA RECIPIENT

SIGNATURE OF RECIPIENT

Name of Recipient:

Name of Institution:

Title: