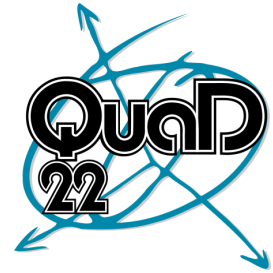




Universidad de Valladolid



Open Access adult DiffMUVA Data - Terms of Use - UVa Version 1 – 2022-03-24

UVa has collected data from adult human subjects (henceforth so-called data subjects), including migraine patients (DiffMUVA-MP) and healthy controls (DiffMUVA-HC). I understand that UVa will release Open Access DiffMUVA Data, i.e. data which have an extremely low potential for identification of data subjects (see #3 below) after an individual researcher has agreed to these Open Access DiffMUVA Data - Terms of Use (this agreement). I request access to Open Access DiffMUVA Data for scientific and/or medical research purposes (research), and I agree to the following terms:

1. I declare that I am employed by, or a student of, a for-profit or a not-for-profit organization that participates in research for the advancement of science and medicine and I will use DiffMUVA data responsibly and only for research that enables the advancement of science and medicine. I understand that I may only use the results of my research for public engagement activity if I comply with paragraphs 12 and 13.
2. I understand that I am not permitted, and I will not use DiffMUVA-MP data for any purpose other than the participation in the QuaD22 Challenge, to take place together with the MICCAI'2022 International Conference.
3. I understand that I may use DiffMUVA-HC for scientific and/or medical research purposes only after a formal request has been issued (including motivation and planned use of the data) and after explicit consent has been granted by the DiffMUVA team (see final note for contact details).
4. I understand that I am not permitted, and I will not use DiffMUVA data for any Commercial Purpose; use of DiffMUVA data for research by a for-profit organization shall not be considered a Commercial Purpose per se, unless any of the conditions of paragraph 5 are met.
5. The expression 'Commercial Purpose' means the direct commercialisation of DiffMUVA data or the indirect commercial exploitation of DiffMUVA data, and expressly includes the use of DiffMUVA data (i) to provide a service in exchange for money, goods or other valuable benefit (ii) to produce or manufacture products for sale, (iii) in any activity that results in any sale, lease, license, or transfer of DiffMUVA data, for example through a licensing, marketing or sales transaction.
6. In this agreement (i) the expression OA-DiffMUVA data means Open Access DiffMUVA Data directly supplied by UVa and (ii) the expression DiffMUVA data includes OA-DiffMUVA data

and any copies or modifications of Oa-DiffMUVa data and any material that incorporates, embeds or otherwise contains OA-DiffMUVa data.

7. I understand that OA-DiffMUVa data consists of MRI brain imaging data and non-sensitive data (age at scan, gender and migraine type) which have been obtained from data subjects. In order to protect data subjects, these data have been pseudonymised and subjected to post-collection processing (data processing) to remove any data elements that could (with suitable technology) otherwise be reconstructed and/or processed to reveal facial features of the data subjects. If I receive any OA-DiffMUVa data, in error, that have not been subjected to the data processing I will: immediately notify UVa, not use such OA-DiffMUVa data for any purpose, and destroy such OA-DiffMUVa data after notification to UVa, or if specifically requested by a member of the DiffMUVa team or an administrator from UVa (representative), return such OA-DiffMUVa data to UVa, in accordance with instructions from the representative and; o not take any action that might jeopardize the privacy and/or lead to identification of any data subjects.
8. I will promptly notify UVa (a) if DiffMUVa data have been accidentally lost or stolen or (b) if DiffMUVa data have been accessed by another person, and (c) of any change in my contact details; in the event that I do not promptly notify the UVa of any change in my contact details, this agreement and my rights to use DiffMUVa data will automatically terminate and I will not benefit from the exception at paragraph 20.
9. I understand that OA-DiffMUVa data are experimental and may contain errors (including errors and/or omissions in data processing), and I accept that they are provided on an "as is" basis and without any warranty (a) of accuracy, completeness, or fitness for any purpose or (b) that their use will not infringe the rights of any third party. Any representations or warranties given by any representative relating to OA-DiffMUVa data, either expressed or implied, are excluded to the maximum extent permitted by law. Except to the extent prohibited by law, UVa accepts no liability for any kind of damages or loss arising in any way from my use of DiffMUVa data or from making OA-DiffMUVa data available to me, however caused, including without limitation, economic damages.
10. I will comply with all applicable legislation and with all relevant rules and regulations concerning data protection, information governance and ethical research. If required, I will ensure I have ethical approval in place to use DiffMUVa data for the research from the relevant committee or office that oversees research on human subjects e.g. Research Ethics Committee, Institutional Review Board or similar.
11. I understand that OA-DiffMUVa data are being made available to me on the understanding that they are only for use by me and co-workers at the same institution who have also signed this agreement in their own right. I will keep DiffMUVa data strictly confidential and, except as provided for at paragraph 15, will not publish, share or redistribute DiffMUVa data and will refer any requests (including requests from my supervisors, co-workers or those that I supervise) for access to OA-DiffMUVa data to UVa.

12. I understand that DiffMUVA data are, and will remain, the property of UVA and I agree that this agreement does not grant me any ownership rights to the DiffMUVA data nor shall they affect the rights of UVA to provide OA-DiffMUVA data to others.
13. I will protect DiffMUVA data and prevent unauthorized use and access, by using suitable safeguards (administrative and/or technical and/or physical).
14. In any Publication or public engagement activity reporting the results of the research, I will only include images compiled from DiffMUVA data that conform to the specifications set out in paragraph 15.
15. I will only share or redistribute data derived from OA-DiffMUVA data (derived data), when they do not contain or consist of OA-DiffMUVA data, and cannot be reverse-engineered to generate OA-DiffMUVA data, and there is no foreseeable risk of a data subject being identified from the derived data. I will contact UVA and discuss making any derived data available via UVA if the derived data do not meet the specifications for sharing or redistribution, as set out in this paragraph.
16. I will adequately cite & acknowledge UVA and funding of the relevant projects when making any kind of public communication of results (abstracts, papers, posters, book chapters, oral presentations, digital media etc.) obtained using DiffMUVA data or resources (Publication). All printed and digital Publications derived from DiffMUVA data shall contain the wording in the acknowledgements section presented on the DiffMUVA website.
17. I agree to provide authorship to appropriate UVA researchers if they have made an academic contribution to the Publication, and in such case I will provide a pre-submission copy of the Publication for the authors to approve/comment on prior to submission. I understand that authorship is not required by UVA researchers where their sole contribution is providing OA-DiffMUVA data.
18. I understand that if I fail to comply with the terms and conditions of this agreement my privileges to access DiffMUVA data will be immediately terminated. If my non-compliance relates to the privacy of data subjects I understand that UVA may take further action against me, including criminal proceedings and/or legal action and/or reporting my non-compliance to my employer(s) and/or any organization that registers and/or places sanctions on persons who have failed to comply with obligations relating to privacy of data subjects.
19. I understand that UVA may at any time (a) give 30 days notice to terminate or vary my rights to use DiffMUVA data, or (b) terminate my rights to use DiffMUVA data upon immediate notice in the event of privacy concerns for the data subjects. Upon termination of this agreement I will immediately cease using DiffMUVA data except for the limited purpose of validating, justifying or responding to queries about analyses (exception) undertaken during the period of this agreement, and I will provide written confirmation of destruction to UVA. I understand that the exception does not apply where termination is due to my failure to comply with this agreement. My obligations under paragraphs 4, 8, 11 and 13 of this agreement will survive until I have provided written confirmation of destruction of DiffMUVA data. Termination of this agreement shall not affect the survival of any terms and conditions

which by their nature are intended to continue after termination, and for avoidance of doubt includes those set out at paragraphs 4, 9 and 11.

NOTES: All inquiries will be directed to quad22@lpi.tel.uva.es or to sanaja@tel.uva.es.

If needed, and upon request, UVa will provide a certificate stating that you have accepted the Open Access DiffMUVA Data - Terms of Use.

NAME:

EMAIL:

ORGANIZATION:

DATE:

SIGNATURE: