

DATA SHARING AGREEMENT

This Agreement, effective as of the date of the last signature below, is among University Health Network, Toronto, Ontario ("UHN") (hereinafter the "Disclosing Party"), and the participating institution in the Medical Image Computing and Computer Assisted Intervention (MICCAI) Grand Challenges at the 12th International MICCAI Conference (the "Receiving Party"), with respect to radiologic images that the Disclosing Party will provide participants at the Receiving Party with respect to their participation in the Head and Neck Auto-segmentation Challenge 2009 Workshop.

In consideration of the Disclosing Party's making such Data (as defined below) available to the Receiving Party, the Receiving Party hereby agrees as follows:

1. As used in this Agreement, the term "Data" means medical data or information that has been abstracted from a patient's UHN medical records and is furnished by the Disclosing Party to the Receiving Party pursuant to this Agreement. For the Head and Neck Auto-segmentation Challenge 2009 Workshop, planning CT scan datasets will be provided by the Disclosing Party to the Receiving Party. No personally identifying information from patient charts will be abstracted. No Data that could reasonably be used to determine the identity of a patient will be disclosed by the Disclosing Party to the Receiving Party. Nevertheless it is agreed that in the event that the Receiving Party should come into contact with any information that could be used to identify a patient, the Receiving Party shall not use such information or disclose it to any third parties.

2. The Receiving Party agrees that it:

(a) shall maintain all Data in confidence, except that the Receiving Party may disclose or permit the disclosure of any Data to its directors, officers, employees, medical staff, consultants, and advisors who need to know such Data for the purposes of the Head and Neck Auto-segmentation Challenge 2009 Workshop, and who are obligated to maintain the confidential nature of such Data;

(b) shall use all Data solely for the purposes of the Head and Neck Auto-segmentation Challenge 2009 Workshop;

(c) shall allow its directors, officers, employees, consultants, medical staff and advisors to reproduce the Data only to the extent necessary for the purposes of the Head and Neck Auto-segmentation Challenge 2009 Workshop or this Agreement, with all such reproductions being considered confidential;

(d) shall not transfer the Data disclosed under this Agreement to any third parties without prior written consent from the relevant Disclosing Party and without obligating such third parties to comply with the terms and conditions hereof; and

(e) After the conclusion of the workshop, I will delete all our copies of the provided datasets with the exception of those datasets specifically labeled as open datasets. I understand that any of the statistical models of shape, gray scale distribution or other derived entities are not restricted by this declaration.

3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Data is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such intended disclosure and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

4. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to a Disclosing Party) retains ownership of the Data disclosed by that Disclosing Party.

5. Disclosures shall take place under this Agreement within one (1) year of the effective date. This Agreement may be extended by written mutual agreement. The obligations set forth in this Agreement shall remain in effect for a period of five (5) years after the expiry or termination of this Agreement.

6. In the performance of the Head and Neck Auto-segmentation Challenge 2009 Workshop, Disclosing Parties and Receiving Party shall comply with all applicable laws, regulations and guidelines, including all applicable privacy legislation.

7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada effective therein.

Acknowledged and agreed:

RECEIVING INSTITUTION

UNIVERSITY HEALTH NETWORK

Signature: _____

By: _____

Name: _____

Dr. David Jaffray, PhD

Position: _____

Physicist

Institution: _____

Princess Margaret Hospital, University Health Network

Date: _____

Date: _____