

AR VERSION

INSTRUCTIONS TO DATA USER:

- 1) ENTER THE INFORMATION REQUESTED IN THE AGREEMENT
- 2) SIGN (If Data User is an organization/institution, signature should be by a duly authorized representative of the organization)
- 3) RETURN THE SIGNED AGREEMENT BY EMAIL (PDF or WORD) TO:
Aude Robert
Engineer in NLP, CépiDC- INSERM
Telephone: 01-49-59-19-69
E-mail: aude.robert@inserm.fr

INSERM - ISTAT - KSH

DATA USE AND CONFIDENTIALITY AGREEMENT for Participants for access to data from the Challenge « CLEF eHealth 2018 » in Natural Language Processing : Task 1 - Multilingual Information Extraction

This Data Use and Confidentiality Agreement (the “**Agreement**”) is made as of the 14th day of March, 2018 by and between four national agencies dealing with certificates of death, i.e. INSERM (Institut national de la santé et de la recherche médicale), ISTAT (Istituto nazionale di statistica) and KSH (Központi Statisztikai Hivatal) (“**Partners**”); and Jurica Seva (“**Data User**”).

WHEREAS, the Partners operate an annual Challenge in Natural Language Processing for Multilingual Information Extraction (the “**Competition**”); and

WHEREAS, the Partners control certain health data in the form of certificates of death, which data have been De-identified and previously utilized and annotated by the Partners (the “**Data**”); and

WHEREAS, the Partners have an interest in supporting the research and development of Natural Language Processing tools and analytics that may advance the treatment of electronic death reports; and

WHEREAS, the Partners now wish to make the Data, in the form of more "Datasets", containing the following:

- *Medical dictionary* (Medical terms and their corresponding ICD code or codes) relevant for the subject year).
- *Deceased data* (Generated identification number, sex, five-year age [without date of birth and death] , place of occurrence for injuries, manner of death).
- *Medical part*, which includes - per line - both the reported medical texts and the standardized texts, duration of the medical conditions and ICD codes.

The Datasets are made available to Data User for the purpose of conducting such independent research and development (the "Purpose"), and Data User wishes to receive the Datasets for this Purpose under the terms and conditions of access set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereby agree as follows:

1. **Data User** is either (check one, PRINT CLEARLY):

☒ **X** an individual, requesting Datasets under this Agreement on behalf of himself/herself as follows:

Name: Jurica Ševa

Professional Title: Postdoctoral Researcher @ Humboldt University, Berlin

Address: 4.403, Rudower Chaussee 25, 12489 Berlin, Germany

Telephone: 0049 30 2093-5452

Fax: _____

E-mail: seva@informatik.hu-berlin.de

OR

____ an organization / institution, requesting Datasets under this Agreement on behalf of itself and its employees with a principal place of business and primary business contact as follows:

Principal Place of Business: _____

Contact Name/Title: _____

Telephone: _____

Fax: _____

E-mail: _____

Corpus requested : delete information as applicable

1. Inserm (French) : yes
2. ISTAT (Italian) : yes
3. KSH (Hungarian) : yes



2. Data User undertakes to submit the results and to publish the methods developed within the framework of the Competition, within a maximum of one year after the end of the project. Any project of publication of the participant on, relative or in link with the Corpus, the Dictionary on the results of the searches of the Competition may be communicated during the duration of the project to any organization of scientific publication, provided that no element of the Corpus content / incorporated in the publication project is accessible to the public via the Web or by any other means of communicating to the public electronically.

3. Data User agrees that they will not attempt to identify or re-identify any individual person from the Datasets. Data User shall not publish any results that make it possible to identify or re-identify any individual person from the Datasets.

4. Data User agrees that they will use the Datasets solely for the Specific Purpose and for no other purpose.

5. Data User understands and agrees that the Datasets are proprietary and confidential to Partners and agrees that Data User will not disclose, disseminate, or otherwise share the Datasets to or with any other person or entity, including any subcontractor, for any purpose, without the prior written consent of the Partners. For example, the use of online translation services that technically involve sharing the text to be translated with the service provider is not permitted without the prior written consent of the Partners. To the extent the Partners agree in writing to permit such further access, the Data User will ensure that such further recipient of the Datasets agrees in writing to all of the same restrictions, conditions and obligations that apply to Data User with respect to the Datasets, and will make the Partners a third-party beneficiary of such agreement.

Results produced from the Datasets are proprietary to Data User. Data User provides Partners with the results, Partners shall be entitled to use the results for their statistical activities. They shall not disclose or disseminate the results to or with any other person or entity, including any subcontractor, for any non-statistical purpose, without the prior written consent of the Partners.

Persons/Entities on Data User's Research team	Signature	E-mail address
Jurica Ševa		seva@informatik.hu-berlin.de
Mario Sängers		saengema@informatik.hu-berlin.de

Registrant shall be responsible for compliance by these persons/entities with the terms of this Agreement and any breach thereof.

6. This agreement is subject to French law. Any controversy or dispute relating to this contract shall be brought, in the absence of a friendly settlement, before the competent courts.

7. Data User will use appropriate safeguards to prevent use or disclosure of the Datasets other than as provided for by this Agreement, and Data User will report immediately to Partners in writing any use or disclosure not provided for by this Agreement of which it becomes aware. The Data User acknowledges that any use or disclosure of the Datasets that is inconsistent with the terms of this Agreement may cause irreparable injury to Partners and agrees that the Partners will be entitled to seek injunctive relief with respect to such use and/or disclosure, in addition to seeking any other remedy available at law or in equity.

8. All Datasets disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of the Partners and the Partners shall at all times retain all rights, title and interest in and to the Datasets. Upon the expiration or earlier termination of this Agreement as provided in Section 12 below, the Data User shall cease using the Datasets and shall destroy (or return if so requested by the Partners) all of the Datasets received in tangible form, including notes, reports, and other information to the extent it contains the Datasets, and shall keep no copies, except to the extent specifically Required by Law(s) made known to Partners by the Data User.

9. THE DATASETS ARE PROVIDED "AS IS." THE PARTNERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE DATA OR DATASETS OR THE RIGHTS GRANTED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND HEREBY DISCLAIMS THE SAME.

10. IN NO EVENT SHALL THE PARTNERS BE LIABLE TO THE DATA USER FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR RIGHTS GRANTED HEREIN, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, ECONOMIC DAMAGES OR INJURY TO PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER PARTNERS SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

11. Data User agrees not to use the name or logo of the Partners for any purpose without Partners' prior written approval; provided, however, that Data User will acknowledge Partners as the source of the Datasets in any publication or presentation arising from the Specific Purpose.

12. This Agreement shall become effective upon Partners' release of Datasets to Data User and during one year. Partners may terminate the Agreement and Data User's access to Datasets hereunder at any prior time and for any reason upon written notice to the Data User.

13. To the extent Data User is permitted under the terms of this Agreement to retain any portion of the Dataset, or any copies thereof, upon the expiration or termination of the Agreement, the Data User's obligations under the Agreement with respect to such Datasets shall survive such expiration or termination for as long as Data User retains the Datasets.

14. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both the Data User (where Data User is an organization) and the Partners.

15. All notices required by this Agreement shall be provided to the signatory for each party at the address identified below.

16. Data User agrees not to use a translation system, for instance "Google", to translate the Datasets.

17. Sections 3 through 11 and Sections 13, 14, and 15 of this Agreement shall survive its expiration or termination.

Agreed to by:

PARTNERS : INSERM - ISTAT - KSH

By (print name): Aude ROBERT

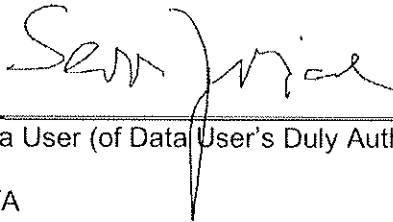
Title: Engineer in Natural Language Processing

Address: Bâtiment La Force porte 58. CS30002 3ème étage 80, rue du Général Leclerc 94276
le Kremlin-Bicêtre Cedex

email: aude.robert@inserm.fr

Date: March 14th 2018

DATA USER

A handwritten signature in black ink, appearing to read 'Jurica Ševa', written over a horizontal line.

Signature of Data User (of Data User's Duly Authorized Representative, if an organization)

By JURICA ŠEVA

Title: PhD

Address: 4.403, Rudower Chaussee 25, 12489 Berlin, Germany

Email: seva@informatik.hu-berlin.de

Date: March 14th 2018