

## **Data Use Agreement of the Computer-Assisted Diagnosis for CAPsule endoscopy (CAD-CAP) Database**

The Computer-Assisted Diagnosis for CAPsule Endoscopy, CAD-CAP database is a large, multicentric, public database of small-bowel capsule endoscopy still frames and video sequences, that aims to serve the development of computer-assisted diagnosis tools, from the initial steps (machine learning) to the last preclinical steps (assessment and comparison of performances).

This Data Use Agreement ("Agreement") governs the disclosure and use of data in the CAD-CAP Database, which are endorsed and maintained by the Société Française d'Endoscopie Digestive (SFED, French National Society for Digestive Endoscopy). Any person ("the data recipient") seeking permission from the SFED to access the CAD-CAP Database must sign and submit this Agreement to the SFED or its agent, as a precondition to the granting of such permission.

The undersigned data recipients provide the following affirmations concerning CAD-CAP data:

### **1. Protection of Individuals**

I will not release or disclose, and will take all necessary and reasonable precautions to prohibit others from releasing or disclosing, any information that directly or indirectly identifies persons. This includes attempts to identify individuals through the use of vulnerability analysis or penetration testing.

I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.

I will not attempt to use and will take all necessary and reasonable precautions to prohibit others from using the data set to contact any persons in the data for any purpose.

### **2. Protection of Establishments**

I will not publish or report, through any medium, data that could identify individual establishments directly or by inference.

When the identities of establishments are not provided in the data sets, I will not attempt to use and will take all necessary and reasonable precautions to prohibit others from using the data set to learn the identity of any establishment.

I will not use and will take all necessary and reasonable precautions to prohibit others from using the data set concerning individual establishments: (1) for commercial or competitive purposes involving those individual establishments; or (2) to determine the rights, benefits, or privileges of individual establishments.

I will not contact and will take all necessary and reasonable precautions to prohibit others from contacting establishments identified in the data set to question, verify, or discuss data in the CAD-CAP databases.

### **3. Limitations on the Disclosure of Data and Safeguards**

I acknowledge and affirm that I am personally responsible for compliance with the terms of this Agreement, to the exclusion of any other party, regardless of such party's role in sponsoring or funding the research that is the subject of this Agreement.

I acknowledge that the Intellectual Propriety of the CAD-CAP database is not mine, and can not be transmitted by me or by my team or institution to a third party nor use for commercial uses.

**I will not share or disclose any CAD-CAP data, without approval from the SFED, for any purpose other than the project described and approved at the time of application. I will therefore neither pass any CAD-CAP data on to a third party nor use for commercial uses. Any subsequent CAD-CAP data use requires the submission of a request and approval from SFED before the data may be used for a new purpose. Any commercial use of a detection/diagnostic tool/software/algorithm developed based on the use of any CAD-CAP data requires a specific agreement with the SFED.**

I will only allow access to CAD-CAP data for those working on projects approved by the SFED, and I will require that they become authorized users of the CAD-CAP data by signing a copy of this Data Use Agreement. Before granting any individual access to the data set, I will submit the signed data use agreements to the address at the end of this Agreement.

I will not use or disclose and I will prohibit others from using or disclosing the data set, or any part thereof, except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.

I will not redistribute any CAD-CAP data by posting on any Website or other publicly-accessible online repository.

I will ensure that all CAD-CAP data are kept in a secured environment and that only authorized users will have access to the data.

I acknowledge and affirm that interpretations, conclusions, and/or opinions that I reach as a result of my analyses of the data sets are my interpretations, conclusions, and/or opinions, and do not constitute the findings, policies, or recommendations of the SFED.

**I will acknowledge in all reports based on these data that the database is endorsed by the SFED.**

**I will acknowledge in all reports based on these data any financial support received by the CAD-CAP database, as forwarded by the SFED CAD-CAP Scientific Committee.**

**I will mention the following reference to the CAD-CAP database in any scientific presentation or reports (oral, or written, or posted on any Website or other publicly-accessible online repository) :** Dray X, Li C, Saurin JC, Cholet F, Rahmi G, Le Mouel JP, Leandri C, Lecleire S, Amiot X, Delvaux M, Duburque C, Gérard R, Leenhardt R, Mesli F, Vanbiervliet G, Nion Larmurier I, Sacher-Huvelin S, Simon-Chane C, Olivier R, Histace A. CAD-CAP : une base de données française à vocation internationale, pour le développement et la validation d'outils de diagnostic assisté par ordinateur en vidéocapsule endoscopique du grêle. Journées Francophones d'Hépatogastroentérologie et d'Oncologie Digestive. Paris, 22-25 mars 2018.

I will indemnify, defend, and hold harmless SFED and any data organizations that provide data to the SFED from any or all claims and losses accruing to any person, organizations, or other legal entity as a result of violation of this Agreement.

I agree to report the violation or apparent violation of any term of this Agreement to the SFED without unreasonable delay and in no case later than 30 calendar days of becoming aware of the violation or apparent violation.

#### 4. Terms, Breach, and Compliance

Any violation of the terms of this Agreement shall be grounds for immediate termination of this Agreement. The SFED shall determine whether a data recipient has violated any term of the Agreement. The SFED shall determine what actions, if any, are necessary to remedy a violation of this Agreement, and the data recipient(s) shall comply with pertinent instructions from the SFED. Actions taken by the SFED may include but not be limited to providing notice of the termination or violation to affected parties and prohibiting data recipient(s) from accessing the SFED data in the future.

In the event the SFED terminates this Agreement due to a violation, or finds the data recipient(s) to be in violation of this Agreement, the SFED may direct that the undersigned data recipient(s) immediately return all copies of the complete CAD-CAP Database to the SFED or its designee without any compensation (even in case of purchase).

#### 5. Acknowledgment

My signature indicates that I understand the terms of this Agreement and that I agree to comply with its terms. I understand that a violation of this Agreement may be subject to a civil penalty, and that deliberately making a false statement about this or any matter is punishable by a fine, prison, or both.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print or Type  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### 6. Submission Information

Please send the CAD-CAP Data Use Agreements, signed on at section 5, and with initial on all previous pages, to both:

GIANA organizers (acting for the SFED in the context of this sub-challenge):

[Jorge.Bernal@uab.cat](mailto:Jorge.Bernal@uab.cat)

[Aymeric.Histace@ensea.fr](mailto:Aymeric.Histace@ensea.fr)