

Data Sharing License Agreement

This Agreement states the terms under which

[insert name and title of copyright owner] (“Provider Scientist”) and co-workers at [insert name of department] at [insert name of organization] (“the University”) with address [insert postal address],

will non-exclusively make available the dataset [insert name and DOI of data set] (the “Dataset”)

to [insert name and title of research PI] (“Recipient Scientist”), working at [insert name of institution and department] with address [insert institution address].

§1. Use of the Dataset

The Dataset can only be used for the purpose of doing research, under the control of the Recipient Scientist, and related to medical imaging. For the avoidance of doubt, this means that the Dataset cannot be used as part of delivering commercial products or services, or as part of direct patient care. Furthermore, this means that the Recipient Scientist must not share the Dataset further, apart from within collaborations where the Recipient Scientist can control its use.

§2. Warranties etc.

The Dataset is provided “as is” and the Provider Scientist and the University disclaim all warranties with regards to the Dataset including all implied warranties of merchantability and fitness. In no event shall the Provider Scientist or the University be liable for any special, direct, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of characteristics of this data.

§3. Citations

All publications resulting from the use of the Dataset must cite the following works:
[insert citation information]

[if the dataset requires co-authorship, then also include the following: In addition, for all publications resulting from the use of the Dataset, the Dataset authors (named authors in the corresponding License section here) must be invited to become co-authors.]

§4. Access revocation

The Provider Scientist and the University has the right to revoke the access to the Dataset if circumstances change such that the access no longer has a legal basis. The revocation is to be sent in writing to the Recipient Scientist, who then is obliged to delete all copies of the Dataset under the Recipient Scientist's control. To that end, the Recipient Scientist must always keep an updated documentation of the location of the Dataset copies under the Recipient Scientist's control.

§5. Jurisdiction

This Agreement shall be governed by Swedish Law, and the Swedish Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

This agreement is drafted in two copies and the Recipient and Provider Scientists will take one each.

Recipient Scientist

Name:

Position:

Date:

Signature:

Provider Scientist

Name:

Position:

Date:

Signature: