

# **ImageCLEF@ICPR 2010 End User Agreement**

## **INSTRUCTIONS for COMPILATION**

Please print and sign the end-user agreement and submit it per fax to University of Geneva.

Each page of the agreement should also be initialed (the person signing the agreement should put his/her initials on each and all pages).

The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project - the person signing this Agreement has to be duly authorized by the institution for such signatures (e.g. Department or Administrative Head or similar) and shall be liable for such authorization.

In Exhibit B, you must insert the address of the location where the data will be used.

If, due to circumstances beyond your control, you are unable to complete the task, you shall inform us as soon as possible.

All forms must be sent by to:

*Jana Kludas  
CUI - University of Geneva  
Battelle Bâtiment A  
7 route de Drize  
1227 Carouge  
Switzerland*

*Fax: +41 (22) 379 0250*

E-mail: [Jana.Kludas@unige.ch](mailto:Jana.Kludas@unige.ch)



# End-User Agreement

**This agreement is made by and between:**

.....  
(hereinafter called END-USER), having its principal place of business at:  
.....

AND

**CUI - University of Geneva  
Battelle Bâtiment A  
7 route de Drize  
1227 Carouge  
Switzerland**

**whereby it is agreed as follows:**

1. **Database**, object of this Agreement, for which University of Geneva obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for the use within the ImageCLEF evaluation campaign, are described in Exhibit A.
2. The site of use of the **Database** is mentioned in Exhibit B.
3. For the duration of this Agreement University of Geneva grants End-User, engaged in language engineering research, the non-exclusive, non transferable, non sublicensable, royalty-free right to use the **Database** exclusively for the purposes of system evaluation within the ImageCLEF@ICPR contest for 2010. University of Geneva grants End-User the right to reproduce or copy the **Database** if necessary for the purposes mentioned above provided always that the **Database** shall not be transferred to or accessed by any third party.
4. End-User is not permitted to use the **Database** for any other purpose, especially any use for commercial or distribution purposes and to reproduce or commercialize or distribute for free in any form or by any means the **Database** or any derivative product or services based on all or a substantial part of it is excluded. Summaries, analyses and interpretations of the multimedia properties of the information may be derived and published, provided it is not possible to reconstruct the information contained in the **Database** from these summaries. Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe on the rights of any third party including, but limited to, the authors and publishers of the excerpts.

5. End-User acquires no ownership, rights or title in all or any parts of the **Database** but acknowledges that the latter may be protected by copyright and subject to a specific license conditions attached to the specific Data. End-User agrees and declares to comply with such additional license conditions – if any - and shall ensure that the copyright notices as well as the license conditions shall not be separated from the respective Data.
6. END-USER shall be liable for complying with this AGREEMENT which also includes END-USER'S liability that its employees and any person involved in the system evaluation within the ImageCLEF@ICPR contest for 2010 and having access to the Data shall comply with the terms and conditions of this agreement. END-USER shall indemnify University of Geneva from any claim of a third party resulting from a violation of its obligations resulting from this AGREEMENT and applicable laws.
7. University of Geneva and PROVIDERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. ImageCLEF and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the **Database**.
8. End-User shall give appropriate references to ImageCLEF as well as providers in scholarly literature when the **Database** is mentioned.
9. End-User shall not use the name of University of Geneva nor the names of ImageCLEF or the PROVIDERS in any publication in any manner that would imply an endorsement of End-User or any product or service offered by End-User.
10. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of University of Geneva, it being intended that each party shall remain an independent contractor responsible for its own actions.
11. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
12. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
13. END-USER will maintain and post a list of people with current and recently-terminated access to the **Database**. END-USER shall maintain such appropriate records and University of Geneva shall have the right to audit such records upon reasonable prior notice using an independent sworn auditor of its choice.
14. END-USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the **Database** placed at END-USER's disposal by University of Geneva, except to its officers, directors or employees on a "need-to-know " basis.
15. In order to preserve the desired, pre- competitive nature of the ImageCLEF@ICPR contest, END-USER shall comply with the guidelines constraining the dissemination and publication of ImageCLEF@ICPR evaluation results. These guidelines are meant to preclude the publication of

incomplete or inaccurate information that could damage the reputation of the contest or its participants and could discourage participation in future conferences. The guidelines (listed in Exhibit C) shall be implemented by END-USER.

16. This Agreement is subject to, construed and interpreted in accordance with the Law of Switzerland. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before the regular courts of law for a decision. This AGREEMENT may be terminated by University of Geneva with immediate effect if END-USER breaches any material term or provision of this AGREEMENT, In the event that one of these articles is considered by Swiss law or a Swiss court decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions. Amendments to this AGREEMENT shall be made in writing to have legal effect.

The entire Agreement is composed of the 16 articles herein together with Exhibits A and B thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURE:

\_\_\_\_\_  
On behalf of  
Name:  
Title:  
Date:

## EXHIBITS

***Exhibit A: Database***

“ **BELGANEWS image collection** – a collection of 500,000 news photographs used in ImageCLEF@ICPR interactive task; copyright BELGA NV

***Exhibit B: SITE OF USE: (insert here below the address of the location where the data will be used)***

.....  
.....  
.....  
.....

***Exhibit C: Guidelines constraining the dissemination and publication of ImageCLEF@ICPR 2010 evaluation results***

**SCIENTIFIC OR TECHNICAL PUBLICATIONS:** Scientific or technical publications, including newsletters from universities or research laboratories, should adhere to community standards for fairness and objectivity and should accurately and clearly state the limitations of the testing conditions and other factors which might influence scores. The experimental nature of the tasks, data and evaluation procedures should also be stated. The full conference proceedings should always be referenced.

**ADVERTISEMENTS:** No advertisements using the ImageCLEF evaluation results can be placed in magazines, journals, newspapers, or other publications.

**PRESS RELEASES:** Press releases about ImageCLEF results to organizations with national/international coverage are also prohibited.

**MARKETING LITERATURE, LOCAL NEWSLETTERS:** Although it is recognized that extensive evaluation discussions are not appropriate in this type of literature, it is expected that any claims made on the basis of evaluation results are accurate, that the evaluation measures used to substantiate these claims are stated, and that a reference is made to the full conference proceedings. Where promotional material is subject to prepublication revision by the media, the author should make every effort to see that the revision does not cause a violation of the guidelines.

**CROSS-SYSTEM COMPARISONS:** Cross-system comparisons may not be made with other named teams for individual tests, and may only be made when they are supported by accepted methods of statistical significance testing. Comparisons must be accompanied by the results of those tests and should reference the publication of those tests in the conference proceedings or related literature. Informal, qualitative comparisons with recognized baselines or benchmarks, and with general levels or trends in performance, must be clearly stated to be such and thus open to statistical reassessment.

**PUBLICATION WITH IMAGECLEF REFERENCES:** A copy of any publication that quotes or contains references to the ImageCLEF evaluation results must be provided to the ImageCLEF coordinator.