

ImageCLEF 2016 End User Agreement INSTRUCTIONS for COMPILATION

Please fill in using a PDF reader that supports form fields, then either sign digitally or print (excluding this page) sign and scan, and finally send it by email to:

Mauricio Villegas <mauvilsa@upv.es>

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.



ImageCLEF 2016: REGISTRATION FORM

The _____ ,
(please enter the name of the smallest entity of your organization that will be using the data, e.g. Dept. of
Computer Science, Natural Language Research Division, etc.)

an organization of approximately _____ people engaging in research and development of
natural-language-processing, information-retrieval or document-understanding systems, which
is a part of

Corporation/Partnership/Legal Entity:

Official mail address: _____

Telephone: _____

Fax: _____

applies to participate in the

Image annotation

Medical classification

Handwritten document retrieval

task of the ImageCLEF benchmarking activity.

Full details of the data collection and guidelines for participation can be found on the benchmark website
<http://www.imageclef.org/2016/>.

By signing this agreement, we shall use our best efforts to participate fully in the tasks of the evaluation activity
indicated above, submitting the results of our experiments according to the format(s) stipulated in the ImageCLEF
2016 Guidelines for Participation and reporting them at the annual CLEF conference to be held in Évora, Portugal
in September 2016.

The designated contact person for this activity is _____

E-mail: _____

Tel.: _____

**NB Please note all communications will go to this e-mail address ONLY; you may prefer to use an e-mail distribution
list for rapid dissemination of information among your group.**

On behalf of the organization:

Name: _____

Title: _____

Date: _____

Send by email to: Mauricio Villegas <mauvilsa@upv.es>

End-User Agreement

This agreement is made by and between:

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

AND

PRHLT research center, Universitat Politècnica de València (UPV), Camino de Vera, s/n, 46022 Valencia, Spain, contact Mauricio Villegas, mauvilsa@upv.es

whereby it is agreed as follows:

1. Object of this AGREEMENT is the grant of a license to use the **Test collection**, for which UPV obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for the use within the ImageCLEF evaluation campaign; the components of the **Test collection** are described in Exhibit A.
2. The site where the **Test collection** may be used by the End-User has to be defined in Exhibit B.
3. For the duration of this AGREEMENT UPV grants END-USER, engaged in *bona fide* language engineering research, the non-exclusive, non transferable, non sub-licensable, royalty-free right to use the **Test collection** exclusively for the purposes of system evaluation within the ImageCLEF benchmark for 2016. UPV grants END-USER the right to reproduce or copy the **Test collection** if necessary for the purposes mentioned above provided always that the **Test collection** shall not be transferred to or accessed by any third party.
4. END-USER is not permitted to use the **Test collection** 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 **Test collection** 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 **Test collection** 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 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 **Test collection** 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 benchmark for 2016 and having access to the Data shall comply with the terms and conditions of this AGREEMENT. END-USER shall indemnify VALE from any claim of a third party resulting from a violation of its obligations resulting from this AGREEMENT and applicable laws.
7. UPV and PROVIDERS accept no responsibility for the accuracy or completeness of the Test collection or for the consequences of their use. UPV, ImageCLEF and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the **Test collection**.
8. END-USER shall give appropriate references to UPV, ImageCLEF AS WELL AS PROVIDERS in scholarly literature when the **Test collection** is mentioned.
9. END-USER shall not use the name of neither UPV 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 UPV, it being intended that each party shall remain an independent contractor responsible for its own actions.

11. Except the liability according to Article 6, both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.

12. END-USER will maintain and post a list of people with current and recently-terminated access to the **Test collection**. END-USER shall maintain such appropriate records and UPV shall have the right to audit such records upon reasonable prior notice using an independent sworn auditor of its choice.

13. END-USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the **Test collection** placed at END-USER's disposal by UPV, except to its officers, directors or employees on a "need-to-know " basis.

14. In order to preserve the desired, pre-competitive nature of the ImageCLEF benchmark, END-USER shall comply with the guidelines constraining the dissemination and publication of ImageCLEF evaluation results. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the benchmark or its participants and could discourage participation in future conferences. The guidelines (listed in Exhibit C) shall be implemented by END-USER.

15. This AGREEMENT is subject to, construed and interpreted in accordance with the Law of Spain. 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 VALE with immediate effect if END-USER breaches any material term or provision of this AGREEMENT, including article 17 in the event that one of these articles is considered by Suisse law or a Suisse 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.

16. The term of this AGREEMENT ends on October 1, 2016.

The entire AGREEMENT is composed of the 16 articles herein together with Exhibits A, B, and C 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: Test collection

Language Resources refer to the resources selected below. Please tick only the resources you are requesting according to the tasks in which you intend to participate. For some tasks, the data is available directly from the task website – however, you must still sign this form. Please refer to the individual task websites, accessible via <http://www.imageclef.org/2016> for details on which data collections are needed:

Image annotation. A dataset of images gathered from the Web by querying popular image search engines, and the corresponding webpages where these images appeared. Collection acquired by Mauricio Villegas and Roberto Paredes (PRHLT, Universitat Politècnica de València, Spain). The ground truth annotations for the images have been acquired by the ViSen consortium. The image and textual features are available under a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License. For other usage of the image thumbnails and the preprocessed webpages, the provided URLs need to be used to determine its copyright status.

Medical compound figures. All images are taken from journals of PubMed Central and the copyright remains with the copyright owners. Reference from the images is made to the corresponding articles in accordance with the current copyright in the form of a Creative Commons license that allows redistribution.

Handwritten documents. A dataset of unpublished manuscripts written and composed by the philosopher and reformer, Jeremy Bentham [2], that have been digitised and transcribed under the Transcribe Bentham project <http://blogs.ucl.ac.uk/transcribe-bentham>. The data is freely available for research purposes.

[2] T. Causer and V. Wallace, *Building a Volunteer Community: Results and Findings from Transcribe Bentham*, Digital Humanities Quarterly, Vol. 6 (2012), <http://www.digitalhumanities.org/dhq/vol/6/2/000125/000125.html>

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 2016 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 CLEF evaluation results can be placed in magazines, journals, newspapers, or other publications.

PRESS RELEASES: Press releases about CLEF 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 CLEF REFERENCES: A copy of any publication that quotes or contains references to the CLEF evaluation results must be provided to the CLEF coordinator.