

**RADIOLOGICAL SOCIETY OF NORTH AMERICA ("RSNA")
COVID DATA REPOSITORY
DATA SUBMISSION AGREEMENT**

This Data Submission Agreement (this "Agreement") is made as of the last signature below (the "Effective Date") by and between the Radiological Society of North America ("RSNA"), 820 Jorie Boulevard, Oak Brook, IL 60523 ("RSNA") and:

ORGANIZATION NAME
("ORGANIZATION")

ORGANIZATION
ADDRESS

RSNA will facilitate submission of healthcare data and imaging from medical centers and research institutions around the world for the purposes of research and education. RSNA may collaborate with The Cancer Imaging Archive ("TCIA") to facilitate the submission, processing and publication of such data. This Agreement sets forth the terms by which RSNA will facilitate the Organization's participation in submission of data for use in these research and education programs.

Now, therefore, the Parties agree to the following:

1. **Purpose.** The purpose of this Agreement is to document the submission of cancer COVID-19 imaging and related data by Organization to RSNA and TCIA The Cancer Imaging Archive ("TCIA") for curation and publication of high-quality, de-identified datasets for use in cancer research and education.
2. **"Submission Data"** means the data collection as further described in Exhibit A. Subject to and in accordance with terms set forth in this Agreement, Organization shall provide and RSNA and TCIA shall process, use, and publish Submission Data according to the submission, acceptance, and use policies ("Policies") set forth on TCIA's website (available at <https://www.cancerimagingarchive.net>), which are subject to change in the sole discretion of TCIARSNA. Organization certifies that the Submission Data was collected in compliance with applicable international, national, state, tribal, and local laws and regulations, including any laws and regulations governing the use of human and animal subjects in research. If applicable, Organization further certifies that the Submission Data was collected under consent, or appropriate waiver of consent, for research use of the Submission Data in de-identified form consistent with the purpose of TCIA and RSNA. Organization may optionally code the data for re-identification purposes, but under no circumstances shall Organization share the key codes with RSNA or TCIA.
3. **"Curated Submission Data"** means Submission Data that has been confirmed by

RSNA and TCIA to be fully de-identified pursuant to RSNA and TCIA's Policies and this Agreement and is in a form suitable for publication by RSNA and TCIA.

4. **Provision of the Submission Data.** Organization and RSNA agree to collaborate on the provision and curation of the Submission Data; this process is outlined in the Policies and is summarized as follows:
 - 4.1. Organization submits a proposal to RSNA requesting permission to publish a new dataset.
 - 4.2. RSNA and the TCIA Advisory Group (which is composed of staff from the National Cancer Institute and Frederick National Laboratory for Cancer Research who are experts in cancer imaging, informatics, and related technologies) reviews the proposal at its next monthly meeting and decides whether to accept the dataset in the TCIA.
 - 4.3. RSNA will assist Organization in performing an initial de-identification pass by providing NIH- approved open-source software tools and technical support for DICOM de-identification before the Submission Data leaves the Organization and is transmitted in an encrypted state to RSNA .
 - 4.4. Once the Submission Data is received by RSNA, the RSNA quality control and curation staff will work with Organization to ensure the Submission Data are complete, fully de-identified, and meet the TCIA's standards for Curated Submission Data.
 - 4.5. RSNA will assist Organization in creating a summary page for the Curated Submission Data and in providing auxiliary information useful to downstream users.
 - 4.6. RSNA will publish the Curated Submission Data and announce its publication via appropriate channels.
5. **Use of Submission Data.** Organization understands that the primary purpose of the TCIA is to assist academic research institutions in de-identifying Submission Data and publishing the Curated Submission Data. In handling Organization's Submission Data, RSNA will:
 - 5.1. Disclose Submission Data only to employees who are directly responsible for the activities related to the TCIA;
 - 5.2. Use appropriate safeguards to prevent use or disclosure of the Submission Data; and
 - 5.3. Not re-disclose PHI contained within the Submission Data;
 - 5.4. Use the Submission Data in accordance with all applicable federal, state, and local laws and regulations, including the U.S. Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
6. **No Re-Identification of Study Subjects.** RSNA and its employees will not identify or

- attempt to identify the individual(s) to whom the Submission Data pertains or contact or attempt to contact the individual(s) that believes to be the subject of any Submission Data. certifies that this restriction is currently applicable, and will continue to be applicable in the future, to downstream users of the Curated Submission Data by virtue of the Policies.
7. **License.** Organization retains ownership of the Submission Data. Organization hereby grants to RSNA a non-exclusive, royalty-free license to the Submission Data for internal purposes of the operation of the TCIA and for research purposes. Organization hereby grants to RSNA a non- exclusive, sub-licensable, worldwide, perpetual, irrevocable, royalty-free license to the Curated Submission Data for purposes of making the Curated Submission Data freely available for commercial, scientific, and educational purposes. In addition, Organization grants to RSNA all further rights necessary for RSNA to make Curated Submission Data available to the public pursuant to the Creative Commons Attribution 4.0 International License, which is incorporated herein by reference. Organization certifies that it has the right to grant RSNA a license to publish and otherwise use the Submission Data and Curated Submission Data in accordance with the terms of this Agreement.
 8. **Responsibility.** Except where there is negligence or willful misconduct on the part of the RSNA or its representatives, or a breach of any applicable federal, state, or local law by RSNA or its representatives, Organization shall be responsible for actual damages arising from the work performed under this Agreement due to the negligence or willful misconduct on the part of Organization or its employees or agents, or a breach of any applicable federal, state, or local law by Organization or its employees or agents.
 9. **Flow-Down Provisions.** The TCIA is funded in whole or in part with Federal funds from the National Cancer Institute, National Institutes of Health, under Contract No. 75N91019D00024. Organization acknowledges and agrees that the U.S. Government may have rights in the Submission Data and Curated Submission Data.
 10. **No Use of Marks.** Neither party may use the name, trademark, trade name, logo, symbol, or other image or trade name of the other party or its employees, students, or agents in any advertisement, promotion, publicity, news release, or in any other way that implies endorsement without the prior written approval of an authorized representative of the party whose name is being used. Notwithstanding the foregoing, RSNA shall have the right to identify the Organization as the site at which the Curated Submission Data was generated. Each party retains the right to use the other's name, and a summary of the Curated Submission Data, in support of future funding applications.
 11. **Term.** This Agreement shall commence on the Effective Date and shall continue in force until the publication of the Curated Submission Data by RSNA and TCIA. The terms of Sections 5 (Use of Submission Data), 6 (No Re-Identification of Study Subjects), 7 (License), and 10 (No Use of Marks) shall survive expiration of this Agreement.
 12. **Assignment.** Except as otherwise provided in this Agreement, Organization and RSNA shall not assign or transfer any rights or obligations hereunder, or any part hereof, without the prior written consent of the other Party, except as a transfer of substantially all assets of such party (e.g., merger, acquisition, etc.).



13. **Relationship.** Nothing in this Agreement shall be considered to create a partnership, employment relationship, work made for hire, or any other type of joint venture. The Parties shall be considered independent contractors.
14. **Governing Law.** The parties agree to remain silent on governing law. This Agreement shall be construed using the English language.
15. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is: (i) delivered by hand; (ii) received by registered or certified mail, postage prepaid, return receipt requested; (iii) confirmed as received if by facsimile; or (iv) received by nationally recognized, overnight courier, and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

15.1. **If to RSNA:**

Radiological Society of North America (RSNA)

ATTN: Christopher Carr
Director of Informatics
By Post: Suite 200, 820 Jorie Blvd, Oak Brook, IL 60523
By Courier: Suite 200, 820 Jorie Blvd, Oak Brook, IL 60523

15.2. **If to Organization:**

ORGANIZATION

ATTN

ADDRESS

PHONE

EMAIL

16. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous negotiations, agreements, understandings, or arrangements of any nature or kind with respect to the subject matter herein. This Agreement may not be amended except by written instrument signed by both parties.
17. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts (including scanned copies of signatures in portable document format ("PDF") and delivered via electronic mail), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts as of the date last executed below by their duly-authorized officers.

**Radiological Society of
North America (RSNA)**

ORGANIZATION

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

SIGNATORY NAME

SIGNATORY NAME

SIGNATORY TITLE

SIGNATORY TITLE

SIGNATORY EMAIL

SIGNATORY EMAIL

SIGNATURE DATE

SIGNATURE DATE

**Read and Acknowledged by RSNA
Principal Investigator:**

**(If required by Organization) Read and
Acknowledged by Organization's Principal
Investigator:**

RSNA PI SIGNATURE

ORGANIZATION PI SIGNATURE

RSNA PI NAME

ORGANIZATION PI NAME

PI EMAIL

PI EMAIL

SIGNATURE DATE

SIGNATURE DATE

EXHIBIT A
DESCRIPTION OF SUBMISSION DATA

PLEASE DESCRIBE IN DETAIL THE SUBMISSION DATA (e.g., number and modality of images; imaging locations; number of subjects; data elements and number of cases for supporting clinical, proteomic, or genomic data; and associated analyses, etc.):

Number of Subjects:	
CT Exams:	
X-ray Exams:	
Clinical Information: <i>(e.g., COVID-19 test method and results)</i>	
Other Data:	