AGREEMENT FOR

USE OF IMAGES FROM VISIBLE HUMAN DATA SET

Made this _____ day of _____, 2016 by and between the National Library of Medicine, Department of Health and Human Services (hereinafter referred to as "NLM") and _____ (hereinafter referred to as "RECIPIENT").

WHEREAS, the NLM was established by statute in order to assist the advancement of medical and related sciences, and to aid the dissemination and exchange of scientific and other information important to the progress of medicine and to the public health, (section 465 of the Public Health Service Act, as amended (42 U.S.C. section 286) and to carry out this purpose has been authorized to develop the Visible Human Data Set (VHD) as a first project in establishing a digital medical image archive at NLM;

WHEREAS, the NLM's Visible Human Project® has produced new digital image data sets (VHD products) that are now ready to be used in a variety of settings to determine their current utility and obtain feedback on useful enhancements;

WHEREAS, RECIPIENT desires to use the VHD products at its sole risk and at no expense to NLM,

NOW THEREFORE, it is mutually agreed as follows:

l. The NLM hereby grants a nonexclusive right to RECIPIENT to use the VHD products and incorporate them in computer applications or systems designed to improve access to those images or to biomedical information of any type. A description of the proposed applications or systems is attached.

2. RECIPIENT may distribute computer applications containing the VHD products to other institutions and individuals free of charge or at such reasonable prices as RECIPIENT determines provided, however, that the RECIPIENT obtains agreement from such institutions and individuals that they will be bound by the terms of this Agreement. No charges, usage fees or royalties will be paid to NLM. RECIPIENT shall acknowledge NLM and the Visible Human Project® as its source of the VHD data[1] in a suitable and customary manner, but may not in any way indicate that NLM has endorsed RECIPIENT or its products.

3. RECIPIENT shall not distribute VHD products or subsets of these products except as an integral part of computer applications developed by RECIPIENT.

4. RECIPIENT agrees to demonstrate to NLM any applications in which it is using the VHD products prior to distributing the application(s). RECIPIENT agrees to provide specific information to NLM regarding how VHD products are used in its application(s), the users and usage of any application containing the VHD products, any difficulties encountered in using the VHD products, and changes or enhancements to the VHD products that would make them more useful to RECIPIENT and its user groups. RECIPIENT shall provide NLM with a copy of any applications incorporating the VHD products and agrees that NLM shall have an irrevocable, paid up, non-exclusive license under the U.S. patent and copyright laws, as the case may be, to use,

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[1] An anatomical data set developed under a contract from the NLM by the Departments of Cellular and Structural Biology, and Radiology, University of Colorado School of Medicine.

reproduce, prepare derivative works, and perform the applications, for Government purposes.

5. RECIPIENT and/or its users shall be solely responsible for compliance with any third party copyright restrictions; neither NLM nor its Mirror Sites assume any responsibility or liability associated with the RECIPIENT (or any of the RECIPIENT's users) use and/or reproduction of copyrighted material.

6. RECIPIENT must inform its users that VHD products are provided on an interim basis and may be modified substantially by NLM in subsequent versions.

7. NLM makes no claim that the VHD products encompass all data collected during or associated with this project.

8. The presence in VHD application of data developed by organizations other than NLM does not imply any endorsement by NLM of the data from these organizations.

9. NLM represents that the data comprising the VHD products provided hereunder were formatted with a reasonable standard of care, but makes no warranties express or implied, including no warranty of merchantability or fitness for particular purpose, regarding the accuracy or completeness of the data or that the machine-readable copy is error free. Therefore, RECIPIENT agrees to waive any and all claims against NLM, its Mirror Sites, the Government, and any organizations contributing data to VHD products for liability resulting from errors in data or on the machine-readable copy. NLM reserves the right to change the type and format of its machine-readable data.

10. RECIPIENT understands that there may be substantial changes in the content or format of the subsequent versions of VHD products and that there may be a charge for subsequent versions of VHD products.

11. NLM may offer VHD products to other commercial and noncommercial organizations without accounting to RECIPIENT.

12. This Agreement shall be effective until terminated by either party with 30 days written notice to the other.

13. In the event of termination of this Agreement:

 (a)   RECIPIENT must enter into a license agreement with NLM for continued use of updated VHD data OR promptly destroy and erase all data in machine-readable form obtained under this Agreement as well as any such data now contained in any derivative files under the RECIPIENT's control.

 (b)   Neither the Government nor its employees shall be liable or responsible to RECIPIENT in any manner whatsoever for damages of any nature whatsoever arising from the termination of this Agreement or from the use of VHD products.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon the date first written above:

<table>
<tr><td>_____
Institution</td><td>NATIONAL LIBRARY OF MEDICINE
Institution</td></tr>
<tr><td>_____
Signature
Principal Investigator</td><td>_____
Signature
Project Officer</td></tr>
<tr><td>_____
Name (typed)
Principal Investigator</td><td>Michael J. Ackerman, Ph.D.
Name (typed)
Project Officer</td></tr>
<tr><td>_____
Title</td><td></td></tr>
<tr><td>_____
Signature
Administrative Authorization</td><td>_____
Signature
Administrative Authorization</td></tr>
<tr><td>_____
Name (typed)
Administrative Authorization</td><td>Milton Corn, M.D.
Name (typed)
Administrative Authorization</td></tr>
<tr><td>_____
Title</td><td>Deputy Director for Research and Education, NLM
Title</td></tr>
</table>

PLEASE TYPE/PRINT COMPLETE MAILING ADDRESS OF PRINCIPAL INVESTIGATOR:

_____

_____

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Telephone   Fax Phone   E-Mail Address