

## DIABETIC RETINOPATHY DATABASE END USER LICENCE AGREEMENT

### PARTIES

- (1) The **UNIVERSITY OF AUCKLAND**, a body corporate established under the University of Auckland Act 1961 and the Education Act 1989, of 22 Princes Street, Auckland, New Zealand
- (2) *Full legal name and address of institution requesting access (User)*

**I ACKNOWLEDGE AND AGREE** that on signing below:

- I am authorised to enter into this End User Licence Agreement for and on behalf of the User, and
- the User is bound by the terms of this End User Licence Agreement in its access and use of the Database.

### EXECUTED

**SIGNED** for and on behalf of [*INSERT FULL LEGAL NAME OF USER*]

by:

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Title of Authorised Signatory

\_\_\_\_\_  
Date

## INTRODUCTION

The University of Auckland Retinopathy Database has been created as part of the research carried out at the University of Auckland aimed at developing an automatic screening system to screen patients affected by diabetic retinopathy. The Database has been developed in collaboration with the Al-Salama Eye Hospital and collaborators from India.

The Database includes the following:

Retinal images: approx. 200 taken by Fundus camera, mostly of individuals affected with diabetic retinopathy

Resolution: 2124 x 2056 pixels

Size: approx. 500MB

Extracted features: 3 x per image (retinal vessels, optic disc boundary and centre, fovea centre location)

Excel files: (1) DR Classification.xlsx (with medical diagnosis for each image, based on guidelines under the *International Clinical Diabetic Retinopathy* scale (see American Academy of Ophthalmology International Clinical Diabetic Retinopathy Disease Severity Scale, Detailed Table (2002)

<http://www.icoph.org/resources/45/International-Clinical-Diabetic-Retinopathy-Disease-Severity-Scale-Detailed-Table.html>); (2)

OD\_Fovea\_Index.xlsx (with manually segmented features: retinal vessels, optic disc boundary and centre, Fovea centre location, identified manually)

PDF file: UoA-DR diabetic retinopathy severity classification.pdf

For more information on the Database, contact [w.abdulla@auckland.ac.nz](mailto:w.abdulla@auckland.ac.nz) or refer to:

Renoh Johnson Chalakkal, Waleed H Abdulla and Sinumol, S, Comparative Analysis of University of Auckland Diabetic Retinopathy Database, Proceedings of the 9<sup>th</sup> International Conference on Signal Processing Systems, ICSPS 2017, Auckland, DOI: <http://doi.acm.org/10.1145/3163080.3163087>

For information on retinal image processing, users may find the following helpful:

Renoh Johnson Chalakkal, Waleed H Abdulla and Sinumol, S, Automatic Detection and Segmentation of Optic Disc and Fovea in

Retinal Images, (Accepted for publication) IET Image Processing (2018).

Renoh Johnson Chalakkal and Waleed Abdulla, Automatic Segmentation of Retinal Vasculature, IEEE International Conference on Acoustics Speech and Signal Processing (2017), 886-890, DOI: 10.1109/ICASSP.2017.7952283.

## 1. REQUESTS FOR ACCESS

- 1.1. Requests for access to the Database are considered on a case-by-case basis. If you wish to access the Database, please contact the University at [w.abdulla@auckland.ac.nz](mailto:w.abdulla@auckland.ac.nz), with a copy to [a.hosking@auckland.ac.nz](mailto:a.hosking@auckland.ac.nz), including your email contact details and a signed copy of this End User Licence Agreement.
- 1.2. If your request for access is approved, the University will email you a private link to download the Database.

## 2. APPLICATION OF END USER LICENCE AGREEMENT

- 2.1. The terms under this End User Licence Agreement apply to your use of the Database.

## 3. DEFINITIONS AND INTERPRETATION

- 3.1. In this End User Licence Agreement:

**Access Details** means any licence key, login, password or other access details provided to you by the University or generated by you in connection with enabling your access to the Database.

**Database** means the University of Auckland Diabetic Retinopathy Database, as further described in the Introduction and made available further to clause 1.2.

**Feedback** has the meaning given in clause 6.1a.

**Intellectual Property Rights** means any and all rights to and interests in or protecting (anywhere in the world) any industrial or intellectual property of any kind, whether or not in a material form, including copyright, trade marks, design rights, patents (or similar), all rights relating to confidential information,

names, brands, inventions, discoveries, works, data, databases, designs, circuit layouts, and any right to apply for registration of any such rights.

**University** means the University of Auckland.

**You** means you and any other person on whose behalf you are acting.

- 3.2. In this End User Licence Agreement:
- (a) where the context permits, the singular includes the plural and vice versa;
  - (b) references to a **person** include an individual, firm, company, corporation or un-incorporated body of persons, any public, territorial or regional authority, or any government, and any agency of any such authority or government;
  - (c) **including** and like terms mean **including, without limitation**.

#### 4. LICENCE

- 4.1. From the date of approval until termination, the University grants you a non-exclusive, royalty-free licence to use the Database solely for the purpose of non-commercial, internal, academic research and in accordance with the terms and conditions of this End User Licence Agreement.
- 4.2. You must not, and must not (except as provided under clause 5.1) permit any other person to:
- (a) use the Database for any unlawful purpose or for the purpose of re-identifying any individual the subject of any image included in the Database;
  - (b) copy, modify, translate, adapt, create derivative works from, or further distribute, all or any part of the Database (including any content) except to the extent that occurs incidentally in using the Database for the permitted purpose in clause 4.1;
  - (c) assign, sublicense or commercially exploit the Database;
  - (d) use the Database (including any content) or any indication of ownership associated with the

Database to promote or market any products or technologies; or

- (e) attempt to access the Database via any means other than through the Access Details provided to you.

#### 5. PERMITTED USERS

- 5.1. You may permit your other employees and personnel (e.g. students, where you are an educational institution) to use the Database, provided that:
- (a) that individual has been provided with a copy of this End User Licence Agreement and has confirmed that they have read and understood it;
  - (b) you maintain close supervision of that individual's use of the Database; and
  - (c) you procure that individual's compliance with this End User Licence Agreement.
- 5.2. You retain principal liability for any acts or omissions of any user referred to under clause 5.1 and of any person accessing the Database using your Access Details.

#### 6. FEEDBACK AND OTHER INFORMATION

- 6.1. In consideration for the licence granted under this End User Licence Agreement, you agree to:
- (a) inform the University of any errors, issues, defects, ideas for improvement or other feedback relating to the Database (**Feedback**);
  - (b) notify the University promptly on becoming aware of any allegation from any person that the Database (including any content) infringes the Intellectual Property Rights or other rights of any person; and
  - (c) notify the University promptly on becoming aware of any unauthorised disclosure, access or use of the Database or any Access Details.

#### 7. CONFIDENTIALITY

- 7.1. You must keep any Access Details secure and confidential and not:

- (a) use them for any purpose other than as required to access the Database in accordance with this End User Licence Agreement; or
- (b) (except as provided under clause 5.1) disclose or permit any other person to use them.

## **8. PUBLICATION AND ATTRIBUTION**

8.1. You may publish any results of research carried out using the Database, provided you:

- (a) include the following attribution:

*This research was carried out using images available through the University of Auckland Diabetic Retinopathy Database under licence from the University of Auckland, New Zealand; and*

- (b) reference the Database with the following citation:

University of Auckland Diabetic Retinopathy (UoA0DR) Database  
The University of Auckland  
DOI: <http://doi.org/10/17608/k6.auckland.5985208.v2>

8.2. Except as provided under clause 8.1, you must not use the name, logo or trade marks of the University, its affiliates or their respective personnel in any publicity or marketing without the University's prior written consent.

## **9. INTELLECTUAL PROPERTY**

9.1. All rights (including Intellectual Property Rights) in the following are owned by the University (or its licensors):

- (a) the Database (including its content) and any software used by the University to provide or enable any functionality in connection with the Database; and
- (b) from the date of creation, any modification, addition or improvement to the items in (a) above, including any made as a result of any Feedback.

## **10. WARRANTIES**

10.1. The Database is provided on an *as is* basis, and to the maximum extent permitted by law, the University excludes all conditions, warranties,

guarantees and liabilities in relation to the Database (including any content).

10.2. Without limiting clause 10.1, the University does not provide any warranty or representation that the Database (or any content) is accessible, available, of merchantable quality, fit for any purpose or that its use will not infringe any third party rights (including Intellectual Property Rights).

## **11. INDEMNITY**

11.1. You indemnify the University, its affiliates, and their respective officers, directors, employees and agents against all loss, damage, cost and expense arising as a result of the use of the Database by or on your behalf, or as a result of your breach of this End User Licence Agreement.

## **12. LIABILITY**

12.1. In no event will the University or its affiliates be liable to any person under or in connection with this End User Licence Agreement or the Database for any direct or indirect loss, damage, cost or expense of any kind, including any loss of data, profit, revenue, savings, business, or goodwill, or any consequential, incidental or special damage or loss of any kind.

12.2. If despite any other provision of this End User Licence Agreement, the University is held to have any liability under or in connection with this End User Licence Agreement or the Database, its maximum aggregate liability whether in contract, tort (including negligence), breach of statutory duty or otherwise is limited to NZD50.

## **13. TERMINATION**

13.1. The University may cease to provide the Database and/or terminate this End User Licence Agreement at any time and for any reason.

13.2. This End User Licence Agreement, including your right to access the Database, terminates immediately without notice on any breach by you of the terms under this End User Licence Agreement.

#### **14. NOTICE**

- 14.1. You agree that the University may contact you via any email address you have provided in connection with your access to the Database, or by posting a notice on the Database.
- 14.2. If you have any queries regarding this End User Licence Agreement please contact [a.hosking@auckland.ac.nz](mailto:a.hosking@auckland.ac.nz).

#### **15. GENERAL**

- 15.1. This End User Licence Agreement and any disputes in connection with it shall be governed by and construed in accordance with the laws of New Zealand.
- 15.2. You must not assign, subcontract or otherwise transfer this End User Licence Agreement or your rights under it without the prior written consent of the University.
- 15.3. This End User Licence Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written agreement or understanding.
- 15.4. If any provision of this End User Licence Agreement is invalid, unenforceable or illegal, the provision is deemed to be modified to the extent required to

remedy the illegality, unenforceability or invalidity.

- 15.5. No waiver of any right by the University under this End User Licence Agreement is effective unless in writing and signed by an authorised signatory.
- 15.6. The University may vary the terms of this End User Licence Agreement at any time on notice to you, and add or remove any content from the Database without notice. Except as provided otherwise in this End User Licence Agreement, no variation is effective unless in writing and signed by an authorised signatory of the University.
- 15.7. Clauses 9.1 and 12.1 are additionally for the benefit of Auckland UniServices Limited, the wholly-owned subsidiary of the University. Except as expressly provided, no third party has any right to a benefit under, or to enforce any term of, this End User Licence Agreement.
- 15.8. The parties are independent contracting parties. No other relationship (including joint venture, employment, agency, trust or partnership) exists between the parties under this End User Licence Agreement. You are not authorised to act as agent for or to bind the University for any purpose and must not make any contrary representation to any person.