## **Contribution Agreement**

## Table of contents

1	1 Terms and conditions for contribution	
2	2 What to do next	

## 1 Terms and conditions for contribution.

These are the terms and conditions for the contribution of your own medical images and associated information to the Patient Contributed Image Repository (PCIR) for release into the public domain.

You agree to the following terms:

- <sup>1.</sup> These terms are the entire contents of a legally binding agreement between you and the PCIR.
- <sup>2.</sup> You are the subject of the images and associated information that you are contributing.
- <sup>3.</sup> You are not legally restrained from contributing, whether by age, incapacity, statute or regulation or pre-existing contract with another party or any other reason.
- <sup>4.</sup> You are contributing with the intent that your contribution be anonymously released into the public domain for the public good once individually identifiable information has been removed.
- 5. The PCIR will make a reasonable effort to remove individually identifiable information from the actual files contributed by you (the original contribution) to create the deidentified contribution, prior to distributing the de-identified contribution to the public. The PCIR will not distribute the original contribution.
- <sup>6.</sup> You understand and accept that if you include images of your head or face in your contribution then it may be possible for some party to extract recognizable features or to reconstruct a recognizable likeness of you, and that the PCIR does not undertake to modify the contribution to prevent this.
- <sup>7.</sup> You understand and accept that your contribution may be transferred beyond your local state and national boundaries, both in its original form during the process of contributing, and in its de-identified form.
- <sup>8.</sup> The PCIR reserves the right to not distribute, or to withdraw from distribution, without notifying you, a contribution for any reason, including but not limited to unsuitability of the content with respect to the purpose of the PCIR or unsuitability of the quality.
- <sup>9.</sup> The PCIR will not maintain any record for the purpose of allowing the de-identified contribution to be re-identified, but may maintain a record allowing successive contributions by you to be associated as being of you.
- <sup>10.</sup> The PCIR accepts no obligation to maintain any record of who downloads the deidentified contribution, or for what purpose it is downloaded or used, or to track its subsequent use.
- <sup>11.</sup> The PCIR will not restrict the downloading, use and subsequent re-distribution of the deidentified contribution and will not discriminate against any potential use or user.
- <sup>12.</sup> You understand and accept that you will not receive any feedback concerning any interpretation or findings derived from the contribution and further, the PCIR undertakes no obligation to provide such feedback.

- 13. You or the PCIR may terminate this contract at will, in which case no further contributions will be contributed by you, nor will further contributions from you be accepted or distributed by the PCIR. Despite termination, any prior contribution from you already released into the public domain will not be revocable from the public domain. You understand and accept that parties unknown may have already downloaded and used the de-identified contribution. The PCIR may continue to distribute any prior contributions.
- <sup>14.</sup> In the event that the PCIR detects, or is notified of, a breach of privacy with respect to the contents of a particular de-identified contribution, such as by failure of de-identification, the PCIR will remove the offending contribution from distribution by the PCIR only. The PCIR accepts no obligation to further remove the offending contribution from the hands of any parties unknown that may have already downloaded and used the offending contribution, and no obligation to notify any such parties.
- <sup>15.</sup> You, your family and your estate release the PCIR from any and all liability that may arise as a consequence of receipt of the original contribution and distribution of the de-identified contribution, including but not limited to any and all harm that may arise through incomplete removal of individually identifiable information or any other breach of privacy or the failure to provide feedback on any interpretation or findings, except where such a disclaimer is restricted or prohibited by law.

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## 2 What to do next.

If you understand and agree to the terms and conditions, go either to the general <u>introduction</u>, the <u>contribution instructions</u>, or if you already understand how to, <u>begin contributing now</u>.