

BrainMap® Database Collaborative-Use License Agreement

Between:

Board of Regents,
The University of Texas System (Licensor)

Jointly with

The BrainMap Development Team,
Research Imaging Institute
University of Texas Health Science Center at San Antonio

And:

The Licensee

1. Definition of the Database.

The BrainMap® Database is an electronic compilation of the results of peer-reviewed, published neuroimaging studies (both functional and structural) that utilized standardized coordinates to analyze and report their results (Fox and Lancaster, 2002). Data have been entered into this electronic compilation manually (i.e. by human review and investigator oversight) in accordance with quality standards and a meta-data taxonomy specifically developed for this purpose (Fox et al., 2005). The BrainMap data (as an electronic compilation) and the coding taxonomy are protected by copyrights held by the University of Texas Board of Regents.

2. Intended Use: Limited Access via Web-accessible Tools.

The BrainMap database was created to facilitate meta-analysis of the human neuroimaging literature. To this end, tools for database query and data retrieval (Sleuth) and data analysis (GingerALE) are provided free of charge to scientific users via the BrainMap website (BrainMap.org). It is intended, however, that data downloads using these openly accessed tools will be limited in scientific scope and total data content. These tools are not intended for repeated queries for the purposes of duplicating large segments of or all of the database.

3. Intended Use: Comprehensive Access via Collaboration Agreement.

The BrainMap developers recognize that some meritorious projects will require more comprehensive access to the BrainMap database than can be readily achieved via the web-accessible tools. To this end, the option is provided to receive a large-scale data dump in the context of collaboration with one or more members of the BrainMap Development Team. Data dumps are available in various formats and scope, including incorporation into special-purpose software systems, e.g. for the purpose of co-activation-based connectivity modeling and co-activation-based regional parcellation.

4. Collaboration Terms.

a. Research Proposal. The prospective licensee will provide a written description of the proposed collaboration and submit it to Peter T. Fox, M.D., Director, Research Imaging Institute and Principal Investigator, BrainMap Project. This description will be reviewed and edited as needed and approved by the BrainMap Development Team. This description will be appended to the license agreement at the time of execution.

b. Research Participation. One or more members of the BrainMap Development Team will be

- identified to participate in the proposed collaboration. The collaborating member(s) will provide:
- i data in the format and scope agreed upon by the licensee and the collaborating member(s);
 - ii expertise on the content, structure, statistical properties and prior uses of the database (including prior and ongoing collaborations);
 - iii. access to relevant pre-release software to ensure optimal use of the data provided for the purposes of the disclosed project;
 - iv. best effort to avoid duplicative uses of the data provided.

c. Publications. It is intended that collaborative projects will result in a scientific publication describing either novel results or novel methods.

- i. Collaborating member(s) of the BrainMap Development Team will have the option of being authors on said papers (in view of the expertise and data-access provided, as described above) or of receiving acknowledgement. Author order will be determined by the mutual agreement of the parties.
- ii. Collaborating member(s) of the BrainMap Development Team determine which prior publications describing the BrainMap Database and associated tools are most appropriate to cite in the collaborative publication.
- iii. Collaborating member(s) of the BrainMap Development Team determine which BrainMap and BrainMap-affiliated grants will be cited in the acknowledgements section of any publication.
- iv. The existence of the Collaborative-Use Agreement will be stated in the Acknowledgements section of any publication.

d. Products. Some collaborations will result in products or tools of value to scientific users of the BrainMap database. These products may include software, algorithms, data-derived templates or other items. Both the licensee and the licensor have the right to use these products in future work for its non-commercial research and education purposes; however licensee understands no commercial use of the of database is allowed without a further license from Board of Regents, The University of Texas System.

5. License Grant

Licensors hereby grant a single-use, non-exclusive, royalty-free license for a copy of the BrainMap database of a scope (partial or complete) to be determined by the collaborating member of the BrainMap development team. Use of this copy is limited to the single project specifically disclosed to the collaborating member of the BrainMap development team. Redistribution of this copy in any form is expressly forbidden.

6. License Scope.

a. Personnel. The BrainMap database copy provided to the licensee may be used exclusively by the licensee and the licensee's immediate employees or students working on the collaborative project.

b. Non-commercial Use. The BrainMap database copy provided to the licensee may not be used for any commercial purposes. For example, the following are explicitly prohibited examples:

- i. using the BrainMap database to provide services or products to others for which the Licensee is compensated in any manner (by payment of money or otherwise), including providing support or maintenance for the database;
- ii. Using the BrainMap database for human therapeutic or diagnostic purposes. For example, the BrainMap database may not be used to design pre-operative mapping;
- iii. using the BrainMap database to develop a similar application on any platform for commercial distribution.

c. Reproduction. Reproduction is prohibited.

d. Modification. Neither modification, combination with other commercial applications or other preparation of derivative works of the BrainMap data, nor reverse engineering, decompilation, disassembly or other reduction of any portion of the database is permitted.

e. Distribution. Assignment to a third party is prohibited.

f. Acknowledgement and Notice. Licensee acknowledges that BrainMap® is a registered trademark of the Board of Regents, University of Texas System. Use of the name in any scientific publications must be accompanied by the disclaimer “Registered trademark, Board of Regents, University of Texas System. Used with permission.” All other uses require written permission from Licensor.

7. Intellectual property and other rights

Ownership and intellectual property rights in and to the BrainMap database shall remain with the Licensors.

8. Maintenance, support, upgrades or new releases

The Licensors do not assume specific obligations for maintenance, support, upgrades or new releases and disclaims all costs incurred by the licensee in the context of the collaboration.

However, the BrainMap Development Team will consider requests for:

- i. an updated copy of the database, if substantial changes in content or structure occur while the collaborative use agreement is in effect;
- ii. correction of data errors detected by licensee and confirmed the collaborating member(s);
- iii. expanded data entry, if deemed practical by the collaborating member(s). Expanded data entry typically will require preliminary coding by the licensee

9. Warranty

The BrainMap database is provided “as is”. The Licensors make no warranty of any kind.

Disclaimed warranties include for example:

- i. no warranty of accuracy of the data provided;
- ii. no warranty of the scope (comprehensiveness) of the data provided;
- iii. no warranty of fitness for a particular purpose;
- iv. no warranty against duplicative projects, i.e., similar uses by other licensees.

10. Liability

The Licensors disclaim all liabilities. The Licensors shall not have any liability for any direct or indirect damages arising from use of the BrainMap database except where such liability and/or damage is caused by the actions, omissions and/or negligence of the Licensors.

11. Indemnification

You shall indemnify, hold harmless, and defend Licensor (including its Regents, officers, employees, students, and agents) against any and all claims, losses, damages, and/or liability, as well as costs and expenses (including legal expenses and reasonable attorneys’ fees) arising out of or related to your use of the software or derivative works.

12. Termination

Licensors reserve the right to withdraw use privileges from any group, individual, or organization for any reason. In particular, licensors reserve the right to withdraw use privileges if the licensee is deemed by the BrainMap Development Team to be in violation of any of the terms of this agreement. On termination all copies of the BrainMap database must be destroyed by the Licensee.

13. Severability

If any provisions of this Agreement will become invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of Agreement which shall remain in full force and effect provided that the basic intent of the parties is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible.

14. Applicable law

This Agreement as well as any and all matters arising out of it shall exclusively be governed by and interpreted in accordance with the laws of the State of Texas, excluding its principles of conflict of laws. If any dispute, controversy or difference arises between the Parties hereto in connection with or out of this Agreement, the parties hereto shall first attempt to settle it amicably. Should settlement not be achieved, the Courts of State of Texas shall have exclusive jurisdiction.

15. Confidentiality

Each party undertakes that it shall at all times keep confidential the terms and contents of this agreement and any and all information acquired whether verbally or in documentary or other material form, in relation to the other party and its business, affairs, financial condition and to the project/research to be undertaken pursuant to this agreement (the "Confidential Information"). Neither Party shall, without the prior written consent of the other Party, use or disclose the Confidential Information to any person except for the proper performance and discharge of its obligations under this Agreement.

Notwithstanding any other provision of this agreement, the Parties acknowledge that Confidential Information shall not include any information that:

- i. is or becomes publicly available without breach of this agreement;
- ii. was previously in the possession of one party and which was not acquired directly or indirectly from the other party as evidenced by written records;
- iii. is lawfully received by one party without any obligation of confidentiality from a third party; or
- iv. is required to be disclosed by law.

The parties' obligations herein shall continue in effect notwithstanding the expiry or earlier termination of this Agreement.

For the Licensor

Andrea M. Marks
Vice President and Chief Financial Officer
University of Texas Health Science Center at San Antonio

Date: _____

Signature: _____

For the BrainMap Development Team

Peter T. Fox, M.D.
Director, Research Imaging Institute
University of Texas Health Science Center at San Antonio

Date: _____

Signature: _____

For the Licensee

Name: _____

Title: _____

Institution: _____

Date: _____

Signature: _____