2023年“万众杯”应急管理数据分析大赛数据使用协议

Data Usage Agreement of 2023 “Wanzhong Cup” Emergency Management Data Analysis Competition

甲方（制作者及版权持有者）：

**Party A** (Data File Producer and Copyright Holder):

东北财经大学公共管理学院

School of Public Administration, Dongbei University of Finance and Economics

大连市西岗区万众应急救援中心

Dalian Xigang district Wanzhong emergency rescue center

《运筹与管理》编辑部

*Operations Research and Management Science* editorial department

乙方（使用者）：

**Party B** (User):

任何从版权持有者官方发布获得数据文件并同意本许可协议的自然人即可成为数据文件的使用者。

Any individual who obtains the data file officially released by the copyright holder and agrees to this license agreement can become a user of the data file.

1. 协议授权：

**I. Agreement Authorization:**

1. 甲方作为数据文件的制作者及版权持有者，特此授予乙方使用该数据文件的非独占、非转让、有限授权。乙方同意遵守本协议的规定，并承诺合法、规范地使用数据文件。
2. As the producer and copyright holder of the data file, Party A hereby grants Party B a non-exclusive, non-transferable, limited authorization to use the data file. Party B agrees to comply with the provisions of this agreement and promises to use the data file in a legal and regulated manner.
3. 使用范围：

**II. Scope of Use:**

1. 乙方仅可将数据文件用于参与本次数据分析大赛的目的，不得将数据文件用于任何商业目的或未经授权的其他用途。

1. Party B can only use the data file for the purpose of participating in this Data Analysis Competition and is not allowed to use the data file for any commercial purposes or unauthorized purposes.

三、使用规约：

**III. Usage Guidelines:**

1. 乙方在使用甲方提供的数据文件时，应严格遵守相关法律法规和伦理要求，不得进行任何违法、违规、侵权的行为。

1. Party B, when using the data file provided by Party A, must strictly comply with relevant laws, regulations, and ethical requirements, and shall not engage in any illegal, improper, or infringing activities.

1. 乙方应按照本次数据分析大赛的要求使用数据文件进行分析，不得进行数据的篡改、损坏或擅自改变数据的格式和结构。

2. Party B should use the data file according to the requirements of this Data Analysis Competition, and shall not manipulate, damage, or alter the data, or change the format and structure of the data without authorization.

1. 乙方在使用数据文件进行分析时，应注明数据来源，并在分析结果中适当引用数据文件。

3. When using the data file for analysis, Party B should indicate the source of the data and appropriately cite the data file in the analysis results.

1. 乙方在使用甲方数据文件产生的分析结果、研究成果应符合学术规范，不得故意歪曲、虚构数据或伪造研究结论。

4. The analysis results and research outcomes produced by Party B using the data file should adhere to academic norms, and Party B should not intentionally distort, fabricate data, or falsify research conclusions.

1. 如乙方发现数据文件存在任何问题或发现数据文件的错误、不准确之处，应及时向甲方报告，并协助甲方进行修正或纠正。

5. If Party B discovers any issues, errors, or inaccuracies in the data file, they should promptly report it to Party A and cooperate with Party A in making corrections or rectifications.

1. 乙方应妥善保管数据文件，确保数据的安全性和机密性，不得以任何形式泄露、传播或非法使用数据文件。

6. Party B should properly safeguard the data file, ensuring its security and confidentiality, and shall not disclose, disseminate, or unlawfully use the data file in any form.

1. 乙方不得将数据文件提供给第三方或授权第三方使用，除非获得甲方的书面许可。

7. Party B shall not provide the data file to any third party or authorize any third party to use it without obtaining written permission from Party A.

1. 乙方不得将甲方提供的数据文件用于商业目的，包括但不限于出售、出租、转让、复制或以其他方式盈利。

8. Party B shall not use the data file provided by Party A for commercial purposes, including but not limited to selling, renting, transferring, copying, or otherwise profiting from it.

四、知识成果发布限制：

**IV. Restriction on Publication of Knowledge Outcomes:**

1. 乙方应尊重甲方的知识产权，并遵守学术道德规范和版权法律法规的要求。乙方通过使用甲方数据所产出的一切知识成果（包括但不限于论文、图书、研究报告等），在未征得甲方书面授权的情况下不得私自发表。

1. Party B shall uphold Party A's intellectual property rights and adhere to the standards of academic ethics and copyright laws and regulations. Without obtaining written authorization from Party A, Party B is prohibited from publishing any knowledge results (including but not limited to papers, books, research reports, etc.) generated through the use of Party A's data.

2. 如乙方希望将知识成果通过《运筹与管理》以外的其他渠道进行发表，须事先获得甲方的书面许可，但仅限于将研究成果发表在FT50，UTD24等高层次学术期刊。甲方保留对知识成果发表渠道的最终决定权，并可要求乙方在发表时注明甲方数据的来源。

2. If Party B intends to disseminate the knowledge outcomes through channels besides *Operations Research and Management Science*, it shall obtain prior written consent from Party A, with a restriction that only high-level academic journals such as FT50 and UTD24 are allowed for publication. The final decision on the dissemination channels of knowledge achievements rests with Party A, which may require Party B to acknowledge the source of data provided by Party A when publishing.

五、注释：

**V. Annotations:**

1. 甲方提供的数据文件仅供乙方参与本次数据分析大赛使用，甲方对数据文件的准确性和完整性不作任何明示或暗示的保证，乙方应自行对数据文件的使用结果负责。

1. The data file provided by Party A is only for Party B's use in participating in this Data Analysis Competition. Party A does not provide any express or implied warranties regarding the accuracy and completeness of the data file. Party B shall be responsible for the use and results of the data file.

2. 甲方对本协议享有最终解释权，并有权在必要时对乙方的使用行为进行审查和监督。

2. Party A has the ultimate right to interpret this agreement and is entitled to review and supervise Party B's usage behavior when necessary.

3. 本协议一经乙方下载、获取、使用数据文件即视为乙方同意并遵守本协议的约定。如乙方违反本协议的规定，甲方有权采取合理的措施终止乙方对数据文件的使用，并保留追究乙方法律责任的权利。

3. This agreement is deemed accepted and complied with by Party B upon downloading, obtaining, or using the data file. In the event of any violation of this agreement by Party B, Party A has the right to take reasonable measures to terminate Party B's use of the data file and reserves the right to pursue legal liabilities against Party B.

甲方： 乙方（需列入所有参赛者）：

**Party A: Party B (All participants must be included):**

东北财经大学公共管理学院 签署人姓名：\_\_\_\_\_\_\_\_\_\_\_\_\_

School of Public Administration, Signature:

Dongbei University of Finance and Economics

大连市西岗区万众应急救援中心

Dalian Xigang district Wanzhong emergency rescue center

《运筹与管理》编辑部

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签署日期（Date）：\_\_\_\_\_\_\_\_\_\_\_\_\_ 签署日期（Date）：\_\_\_\_\_\_\_\_\_\_\_\_\_

签署人联系方式（**Contact**）：\_\_\_\_\_\_\_\_\_\_\_ 签署人联系方式（**Contact**）：\_\_\_\_\_\_\_\_\_