



Collaboration Form

between the KIDSCREEN Group and

“Person, University, Company” referred hereinafter as “User”

Co-ordinator and Contact Person of the KIDSCREEN Group is

Prof. Dr. Ulrike Ravens-Sieberer M.P.H.

Contact Address:

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I. COLLABORATION between the KIDSCREEN Group and

Name (Title): _____

Institution: _____ Dept: _____

Street Address: _____

City: _____ State: _____ Zip (Postal) Code: _____

Country _____

Phone Number: (____) _____ Fax: _____

E-mail: _____

SUMMARY of the STUDY

Title of the study:
Type of Research:
Objectives/ Design:
Study population: (including the number of cases, age, illnesses/diseases)
Measurement points:
Other Instruments:
Name of funder:
Timeframe: Beginning of Study: Expected end of Study:

Questionnaire Version(s) planned to be included:

- | | |
|--|--|
| <input type="checkbox"/> KIDSCREEN-52 child & adolescent version | <input type="checkbox"/> KIDSCREEN-52 parent version |
| <input type="checkbox"/> KIDSCREEN-27 child & adolescent version | <input type="checkbox"/> KIDSCREEN-27 parent version |
| <input type="checkbox"/> KIDSCREEN-10 index child & adolescent version | <input type="checkbox"/> KIDSCREEN-10 index parent version |

Language Version(s) planned to be included: _____

KIDSCREEN USER AGREEMENT

IMPORTANT REMARK: THE KIDSCREEN INSTRUMENTS MAY BE USED IN THE ABOVE MENTIONED INVESTIGATIONS WHEN THE FOLLOWING AGREEMENT IS COMPLETED AND SIGNED BY “USER”.

The KIDSCREEN Group distributes the KIDSCREEN instruments and translations are so far available in Czech, Dutch, English (UK), French, German (AT, CH, DE), Greek, Hungarian, Polish, Spanish, Swedish language.

The User (Include name) _____ wishes to use the KIDSCREEN instruments.

Therefore, User and KIDSCREEN group agree as follows:

1. KIDSCREEN obligations

The KIDSCREEN Group shall deliver the original KIDSCREEN instruments and/or the translations requested by “User” subject to the following conditions:

The translations requested are available, the present agreement is duly completed and signed by “User”, and payment of fee for the KIDSCREEN manual and/or questionnaires is received.

2. “User”’s obligations

2.1 No modification

“User” shall not modify, abridge, condense, adapt, recast or transform the KIDSCREEN instruments in any manner or form, including but not limited to any minor or significant change in wordings or organisation in KIDSCREEN, without the prior written agreement of KIDSCREEN Group

2.2 No translation / adaptation

“User” shall not translate KIDSCREEN, without the prior written agreement of the KIDSCREEN Group. New KIDSCREEN translations must be conducted in close collaboration with the KIDSCREEN Group, who developed Translation Guidelines to fit the KIDSCREEN specificities and ensure a high quality of translation regarding international standards.

2.3 No reproduction

“User” shall not reproduce the KIDSCREEN instruments except for the limited purpose of generating sufficient copies for use in investigations stated hereunder and shall in no event distribute copies of the DISABKIDS instruments to third parties by sale, rental, lease, lending, or any others means.

2.4. Publication

In case of publication of study results, “User” shall cite

- (1) The KIDSCREEN Group Europe. (2006). The KIDSCREEN Questionnaires – Quality of life questionnaires for children and adolescents. Handbook. Lengerich: Pabst Science Publishers.
- (2) Ravens-Sieberer, U., Gosch, A., Rajmil, L., Erhart, M., Bruil, J., Duer, W., Auquier, P., Power, M., Abel, T., Czemy, L., Mazur, J., Czimbalmo, A., Tountas, Y., Hagquist, C., Kilroe, J. and the European KIDSCREEN Group. (2005). KIDSCREEN-52 quality-of-life measure for children and adolescents. Expert Review of Pharmacoeconomics & Outcomes Research, 5 (3), 353-364,
- (3) Ravens-Sieberer, U., Auquier, P., Erhart, M., Gosch, A., Rajmil, L., Bruil, J., Power, M., Dür, W., Abel, T., Czemy, L., Mazur, J., Czimbalmo, A., Tountas, Y., Hagquist, C., Kilroe, J., & the European KIDSCREEN Group (2007). The KIDSCREEN-27 quality of life measure for children and adolescent: psychometric results from a cross-cultural survey in 13 European countries. Quality of Life Research, 16 (8), 1347-1356.

in reference section of the publication. (New publications may be added and older ones deleted).

2.5 Provision of data

All data, results and reports obtained by, or prepared in connection with the KIDSCREEN instruments shall remain the User's property. However, KIDSCREEN Group **may** request the User to share data, results and reports obtained through the use of the KIDSCREEN. KIDSCREEN Group shall ensure the anonymisation of such data at three levels, by the removal of: any patient identification, any university or company identification and any treatment information (where available). KIDSCREEN Group will classify and reorganise such anonymous data and therefore, shall hold all intellectual property rights regarding these data when and if submitted to the data pool. KIDSCREEN Group may provide such reorganised data to third parties, for analysis in education, research, consulting, and specifically for the evaluation of cross-cultural equivalence and development of reference values for this KIDSCREEN instruments or for any other similar project.

2.6 Payment

2.6.1 Royalty fees (Authors)

The use of the KIDSCREEN questionnaires is tied to obtaining the KIDSCREEN manual. The manual and all questionnaires in all existing languages as of January, 1, 2006 is available for 40 € (plus 10 € handling and shipping in Europe; 20 € handling and shipping elsewhere).

2.6.2 Distribution fees (KIDSCREEN Group)

The fees requested by the KIDSCREEN Group for using the KIDSCREEN versions, vary according to the study type and financing, as follows:

	Costs for Manual	Fee for questionnaire use	Costs for translation
Academic research (funded or non-funded)	Yes	No	No
Large non-commercial organisation research and evaluation (e.g. States, Nations, Hospitals, Healthcare Systems)	Yes	Yes	Yes
Commercial studies	Yes	Yes	Yes

The licence fee is 500 Euro for each language version of the KIDSCREEN questionnaire in each study.

3. Copyright Infringement

The KIDSCREEN instruments were developed by the KIDSCREEN Group (Project Co-ordination Prof. Dr. Ulrike Ravens-Sieberer, MPH, University Clinic Hamburg-Eppendorf, Center for Obstetrics and Pediatrics, Department of Psychosomatics in Children and Adolescents, Building W 29 (Erikahaus), Martinistr. 52, D - 20246 Hamburg). The KIDSCREEN Group holds copyright over the KIDSCREEN instruments and all its present and future translations. Each new translation will be made available to third parties once it is available, through KIDSCREEN Group, under the conditions described in the present document.

If, at any time during the term of this agreement, "User" learns of any infringement by a third party of any Intellectual Property Rights in connection with the KIDSCREEN instruments, "User" shall promptly notify KIDSCREEN Group. The KIDSCREEN Group will decide to institute or not proceedings against the infringing party.

4. Confidentiality

All and any information related to the KIDSCREEN instruments including but not limited to the following: information concerning clinical investigations, creations, systems, materials, software, data and know-how, translations, improvements ideas, specifications, documents, records, notebooks, drawings, and any repositories or representation of such information, whether oral or in writing or software stored, are herein referred to as confidential information. In consideration of the disclosure of any such confidential information to the other, each party agrees to hold such confidential information in confidence and not divulge it, in whole or in part, to any third party except for the purpose specified in this agreement.

5. Use of name

It is agreed that KIDSCREEN Group shall not disclose, whether by the public press or otherwise, the name of “User” or institution”, to any third party to this agreement except to the copyright holder(s) of the KIDSCREEN instruments.

6. Liability

6.1 In case of breach of contract

In the event of total or partial breach by KIDSCREEN Group of any of its obligations hereunder, the KIDSCREEN Group’s liability shall be limited to the direct loss or damage (excluding loss of profit and operating losses) suffered by “User” as a result of such breach and shall not include any other damages and particular consequential damages.

6.2 In the scope of the use of the “Questionnaire”

Under no circumstances may the KIDSCREEN Group be held liable for direct or consequential damage resulting from the use of the KIDSCREEN.

6.3 In the event of non-renewal of this Agreement

In the event of non-renewal of this Agreement by KIDSCREEN Group for any cause or failure by KIDSCREEN Group to conclude a new agreement with “User” upon the expiry of this Agreement, KIDSCREEN Group will have no liability for payment of any damages and/or indemnity to “User”.

7. Term and termination

This agreement shall be effective as the date of its signature by “User” and shall at least or until the term of the study above mentioned in SUMMARY OF THE STUDY.

Either party may terminate this Agreement immediately upon providing written notice to the other party in the event of: (a) the other party’s unexcused failure to fulfil any of its material obligations under this Agreement or (b) upon the insolvency or bankruptcy of, or the filing of a petition in bankruptcy or similar arrangement by the other party. Upon expiration or termination of this Agreement KIDSCREEN Group may retain in its possession confidential information it acquired from KIDSCREEN instruments while under contract. The obligations which by their terms survive provisions of this Agreement, shall survive termination.

8. Assignment

This Agreement and any of the rights and obligations of “User” are personal to the “User” and cannot be assigned or transferred by “User” to any third party or by operation of law, except with the written consent of KIDSCREEN Group notified to “User”.

9. Separate Agreement

This Agreement holds for the above mentioned study only. The use of the KIDSCREEN instruments in any additional study of the “User” will require a separate agreement without additional fees, unless significant updates have been added to the user manual (new edition, etc.).

10. Entire Agreement, Modification, Enforceability

The entire agreement hereto is contained herein and this Agreement cancels and supersedes all prior agreements, oral or written, between the parties hereto with the respect to the subject matter hereto.

This Agreement or any of its terms may not be changed or amended except by written document and the failure by either party hereto to enforce any or all of the provision(s) of this Agreement shall not be deemed a waiver or an amendment of the same and shall not prevent future enforcement thereof.

If any one or more of the provisions or clauses of this Agreement are adjudged by a court to be invalid or unenforceable, this shall in no way prejudice or affect the binding nature of this

Agreement as a whole, or the validity or enforceability of each/and every other provision of this Agreement.

11. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the European Union.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

KIDSCREEN GROUP

User/University/Company:

Name: U. Ravens-Sieberer

Name:

Title: Prof. Dr. phil. MPH

Title:

Signature:

Signature:

Date:

Date:

Cheques or money transfer should be made out to:

Recipient:	University Clinic Hamburg-Eppendorf
Bank:	HSH Nordbank AG Gerhard-Hauptmann-Platz 50, 20095 Hamburg, Germany
Bank identification code:	210 500 00
Account number:	104 364 000
Swiftcode:	HSHNDEHH
Iban-Nr.	DE9721 0500 000 1043 64000
Reason for Transfer:	0411/040/KIDSCREEN/ <i>your name</i>

To avoid any delay, please inform us, when the money transfer is done.
Thank you very much in advance.