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## **Collaboration Form**

between the KIDSCREEN Group and

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

# **Coordinator and Contact Person of the KIDSCREEN Group is**

**Prof. Dr. phil. Ulrike Ravens-Sieberer, MPH**

## **Contact Address:**

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# COLLABORATION between the KIDSCREEN Group and

Name (Title):	
Institution:	Dept.:
Street:	
City:	State:
Zip (Postal) Code:	Country:
Phone No.: ( )	Fax: ( )
Email:	

## 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:	
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 which are so far available, for example for Argentina, Austria, Belgium, Brazil, Chile, Croatia, Czech Republic, Denmark, Dholuo, Finland, France, Germany, Greek, Hungary, Iceland, Iran, Ireland, Italy, Korea, Mexico, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovenia, Spain, Sweden, Switzerland, Uganda, United Kingdom, USA.

The User (include name) \_\_\_\_\_

wishes to use the KIDSCREEN instruments. Therefore, the User and the KIDSCREEN Group agree as follows:

## 1. KIDSCREEN obligations

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

The translations requested are available; the present agreement is duly completed and signed by the User.

## 2. The User's obligations

### 2.1 No modification

The 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

“User” shall not translate KIDSCREEN, without the prior written agreement of the KIDSCREEN Group.

### 2.3 No reproduction

The 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 KIDSCREEN instruments to third parties by sale, rental, lease, lending, or any others means.

### 2.4 Publication

In case of publication of study results, the User shall cite in the reference section of the publication:

(1) Ravens-Sieberer, U., Gosch, A., Rajmil, L., Erhart, M., Bruil, J., Duer, W., Auquier, P., Power, M., Abel, T., Czemy, L., Mazur, J., Czimbalmas, 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

(2) The KIDSCREEN Group Europe. (2006). The KIDSCREEN Questionnaires – Quality of life questionnaires for children and adolescents. Handbook. Lengerich: Pabst Science Publishers

(New publications may be added and older ones deleted).

## 2.5 Payment

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

<b>Distribution fees (KIDSCREEN Group)</b>	Fee for questionnaire use	Costs for translation
Academic research (funded or non-funded)	No	No
Large non-commercial organisation research and evaluation (e. g. States, Nations, Hospitals, Healthcare Systems)	No	No
Commercial studies, not used for academic research (e. g. Pharmaceutical Industry)	Yes	Yes

The licence fee is 500 Euro for each language version and for each questionnaire version of the KIDSCREEN questionnaire in each study (invoice separately).

## 3. **Copyright Infringement**

The KIDSCREEN instruments were developed by the KIDSCREEN Group (Project coordination Prof. Dr. phil. Ulrike Ravens-Sieberer, MPH, University Medical Center Hamburg-Eppendorf, Department of Child and Adolescent Psychiatry, Psychotherapy and Psychosomatics, Building W 29 (Erikahaus), Martinistraße 52, D-20246 Hamburg (Germany)). 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, the User learns of any infringement by a third party of any intellectual property rights in connection with the KIDSCREEN instruments, the User shall promptly notify the 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 the 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 the 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 the KIDSCREEN Group for any cause or failure by the KIDSCREEN Group to conclude a new agreement with the User upon the expiry of this Agreement, the KIDSCREEN Group will have no liability for payment of any damages and/or indemnity to the User.

## **7. Term and termination**

This agreement shall be effective at the date of its signature by the User and shall last at least 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 the KIDSCREEN Group may retain in its possession confidential information as acquired from the 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 the User are personal to the User and cannot be assigned or transferred by the User to any third party or by operation of law, except with the written consent of the KIDSCREEN Group notified to the 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 supercedes 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.

## **12. The KIDSCREEN Manual**

The [KIDSCREEN Manual](#)\* can be directly ordered at the publishing company “[Pabst-Science-Publishers](#)” (here you can search for *KIDSCREEN*). The manual describes all relevant user information necessary for applying the KIDSCREEN questionnaires, e. g. psychometrics, norm data for group and individual comparisons, and instructions on how to score the instrument.

\*[http://pabst-science-publishers.com/index.php?30&backPID=30&swords=kidscreen&tt\\_products=100](http://pabst-science-publishers.com/index.php?30&backPID=30&swords=kidscreen&tt_products=100)

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.**

User/University/Company:

Name:

Title:

Date:

Signature:

**If not used for academic research, please complete the following:**

**BILLING ADDRESS:**

Institution:	Dept.:
Street:	
City:	State:
Zip (Postal) Code:	Country:

**VAT No.:** \_\_\_\_\_