

COLLABORATION FORM

between

The DISABKIDS GROUP



and

« Person, University, Company » referred hereinafter as « User »

COLLABORATION between the DISABKIDS 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-groups, illnesses/diseases)
Measurement-points :
Other Instruments:
Funded by (Name):
Timeframe: Beginning of Study: Expected end of Study:

City, Date

Signature

SPECIFY Language Version planned to be included :

Dutch, English (UK), French, German, Greek, Swedish ,

OTHER: _____ (please note: Translations have to be performed according to DISABKIDS Translation guidelines)

DISABKIDS USER AGREEMENT

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

The DISABKIDS Group distributes the DISABKIDS instruments and translations are so far available in Dutch, English (UK), French, German, Greek, Swedish language.

The User (Include name) _____ wishes to use the DISABKIDS instruments. Therefore, User and DISABKIDS group agree as follows:

1. DISABKIDS obligations

The DISABKIDS Group shall deliver the original DISABKIDS 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”, payment of fee for the DISABKIDS Manual Questionnaires is received

2. “User”'s obligations

2.1 No modification

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

2.2 No translation

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

2.3 No reproduction

“User” shall not reproduce the DISABKIDS 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) Bullinger M, Schmidt S, Petersen C and DISABKIDS Group. Assessing quality of life of children with chronic health conditions and disabilities: a European approach. Int J Rehabil Res. 2002 Sep;25(3):197-206. 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 DISABKIDS instruments shall remain the User's property. However, DISABKIDS Group **may** request the User to share data, results and reports obtained through the use of the DISABKIDS. DISABKIDS 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). DISABKIDS 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. DISABKIDS 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 DISABKIDS instruments or for any other similar project.

2.6 Payment

2.6.1 Royalty fees (Authors)

The use of the DISABKIDS questionnaires is tied to obtaining the DISABKIDS Manual. The Manual and all questionnaires in all existing languages as of January, 1, 2006 is available for 50 € (plus 10 € handling and shipping in Europe; 20 € handling and shipping elsewhere).

2.6.2 Distribution fees (DISABKIDS Group)

The use of the DISABKIDS instruments in studies will be subject to a distribution fee at a later timepoint, but not as long as it's development phase is formally completed.

3. Copyright Infringement

The DISABKIDS instruments were developed by the DISABKIDS Group (Project Co-ordination by Prof. Dr. Monika Bullinger, Institute for Medical Psychology, Center for Psychosocial Medicine, University Hospital Hamburg-Eppendorf, Martinistr. 52, 20246 Hamburg, Germany). The DISABKIDS Group holds copyright over the DISABKIDS instruments and all its present and future translations. Each new translation will be made available to third parties once it is available, through DISABKIDS 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 DISABKIDS instruments, « User » shall promptly notify DISABKIDS Group. The DISABKIDS Group will decide to institute or not proceedings against the infringing party.

4. Confidentiality

All and any information related to the DISABKIDS 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 DISABKIDS 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 DISABKIDS instruments.

6. Liability

6.1 In case of breach of contract

In the event of total or partial breach by DISABKIDS Group of any of its obligations hereunder, the DISABKIDS 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 DISABKIDS Group be held liable for direct or consequential damage resulting from the use of the DISABKIDS.

6.3 In the event of non-renewal of this Agreement

In the event of non-renewal of this Agreement by DISABKIDS Group for any cause or failure by DISABKIDS Group to conclude a new agreement with "User" upon the expiry of this Agreement, DISABKIDS 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 DISABKIDS Group may retain in its possession confidential information it acquired from DISABKIDS instruments while under contract. The obligations which by their terms survive

termination, include, without limitation, the applicable ownership, confidentiality and indemnification 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 DISABKIDS Group notified to "User".

9. Separate Agreement

This Agreement holds for the above mentioned study only. The use of the DISABKIDS 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 authorised representatives as of the date first above written.

DISABKIDS GROUP

User/University/Company:

Name: Monika Bullinger

Name:

Title: Prof. Dr.

Title:

Signature:

Signature:

Date:

Date:

Cheques or money transfers should be made out to:

HSH Nordbank AG

Reason for Transfer: UKE Project No. 0373/002 DISABKIDS MANUAL/PROF. BULLINGER

Bank code: 210 500 00

Account Number: 104 364 000

Swift code: HSHNDEHH

Iban-Number: DE97210500000104364000