

These Terms of Use of the **STICHTING EUROQOL RESEARCH FOUNDATION**, also trading as **EUROQOL RESEARCH FOUNDATION**, a registered charity incorporated under the laws of The Netherlands, having its registered office in Rotterdam, and its principal place of business in (3068 AV) Rotterdam at the Marten Meesweg 107, The Netherlands (hereinafter '**EuroQol**') should be accepted for the use of the EQ-5D in a Non-Commercial study or ROM/PROMS project, including registries (hereinafter '**Study**' or '**ROM/PROMs Project**').

By registering the Study or ROM/PROMs Project at the EuroQol website (<https://euroqol.org/>) and explicitly confirming acceptance of these Terms of Use by clicking the box "Accept" or by accepting the Terms by e-mail, the registered natural person or legal registered person becomes a User ('**User**').

Article 1 -Approved use

1. User is allowed to use the requested EQ-5D version on paper to be filled out by pen(cil) (hereinafter '**EQ-5D Paper**') and/or as ready-to-use surveys to collect EQ-5D data electronically on supported Electronic Data Capture (EDC) platforms (hereinafter '**EQ-5D module**') for the Study or ROM/PROMs Project registered on EuroQol's website.
2. Considering that the Study or ROM/PROMs Project is non-commercial, EuroQol grants permission to use the full version (*descriptive system, Visual Analogue Scale and copyright statement*) of the EQ-5D Paper and/or the EQ-5D module **free of charge** for the duration of the Study or ROM/PROMs Project:
'Global Patient Initiative to Improve Eczema Care' with tracking ID number **44061**.
3. In order to request use of the EQ-5D Paper and/or the EQ-5D module in a new study/project a new registration should be made on the website of EuroQol.
4. Separate permission is required if the Study or ROM/PROMs Project is funded by a pharmaceutical company, medical device manufacturer or other profit-making stakeholder.
5. Separate permission is required when the intention is to charge a fee for third party access to collected EQ-5D data in the Study or ROM/PROMs Project.
6. The permission to use the EQ-5D Paper and/or the EQ-5D module is restricted to:
 - A maximum of 10,000 unique respondents when used in a Study or Registry;
 - A maximum of 100,000 unique respondents when used in a ROM/PROMs Project;
 - 10 years from the date of acceptance of the Terms of Use when used in a ROM/PROMs project or Registry.

7. Upon acceptance of these Terms of Use, EuroQol will make the requested available EQ-5D Paper and/or EQ-5D module(s) accessible to User by means of the online customer portal.
8. The provided EQ-5D Paper and/or EQ-5D module may not be distributed to third parties other than clinical sites and participating partners without prior approval of EuroQol. Distribution includes, but is not limited to, making available on the internet and/or providing the versions to third parties other than participating partners, respondents or clinical sites.
9. The provided EQ-5D Paper may **only** be provided to respondents **on paper** to be **filled out with a pen(cil)**.
10. The provided EQ-5D Paper and/or EQ-5D module may **only be used in accordance with the written instructions** of EuroQol as set out in the corresponding user guide (<https://euroqol.org/publications/user-guides/>). For the proper use of the EQ-5D module a separate guide will be issued, together with the EQ-5D module .
11. Implementation of the provided EQ-5D Paper into an online survey, app or an electronic device is not allowed.
12. Implementation of the provided EQ-5D module onto other (EDC) platform(s) than for which it is developed, is not allowed.

Article 2 - Intellectual Property Rights

1. **“Intellectual Property Rights”** means copyrights, neighbouring rights, patents, design rights, trademarks, service marks, database rights, know-how, trade or business names, rights in confidential information and all other intellectual property rights and rights of a similar nature, whether registered or unregistered and wherever in the world such rights arise.
2. **“Moral Rights”** are all existing and future worldwide rights of the creator, including but not limited to the use and changing the name / title of EQ-5D, changes to or mutilation of EQ-5D.
3. EuroQol’s Intellectual Property Rights includes rights in or in connection with EQ-5D (any version) and the name EQ-5D (any version).
4. All Intellectual Property Rights in, or in connection with the EQ-5D Paper and EQ-5D module are vested in EuroQol.
5. User is not allowed to modify, alter, amend the provided EQ-5D Paper and/or EQ-5D modular version or develop any (new) Language of the provided version(s), without permission of EuroQol.
6. Upon acceptance of these Terms of Use, User automatically transfers and assigns in advance irrevocably all Intellectual Property Rights in, or in connection with any

modification, alteration, amendment, translation, flowchart, legend, dictionary or manual, which transfer EuroQol (on behalf of the EuroQol Group¹) hereby accepts. User warrants that the Intellectual Property Rights shall be assigned and transferred to the EuroQol Group without any encumbrance pursuant to this Article 2.7. In addition, User renounces, as far as necessary, its Moral Rights in connection with or arising from any modification, alteration, amendment, translation, flowchart, legend, dictionary or manual, User shall not invoke its Moral Rights in connection with or arising from any modification, alteration, amendment, translation or development of any translation, flowchart, legend, dictionary or manual.

7. The User of the EQ-5D Paper and/or EQ-5D module shall include the copyright statement located in the footer of each EQ-5D Paper and/or EQ-5D module.
8. The User of the EQ-5D module is responsible for the correct representation of EQ-5D in the Study or ROM/PROMs Project. The EQ-5D should be represented as shown in the demo pages that can be found on the EuroQol website: <https://euroqol.org/eq-5d-instruments/sample-demo/>).
9. The User of the EQ-5D module is responsible for any license required for the use of the EDC platform if applicable.
10. Upon agreeing to the Terms of Use, User automatically transfers and assigns in advance irrevocably all Intellectual Property Rights in, or in connection with any modification, alteration, amendment or any (new) translation of the version, flowchart, legend, dictionary or manual, which transfer EuroQol hereby accepts. User warrants that the intellectual property rights shall be assigned and transferred to EuroQol Group without any encumbrance pursuant to this Article. In addition, any moral rights shall to the best of User's knowledge be waived.
11. The provided EQ-5D Paper and/or EQ-5D module **may not be reproduced in a publication or on the internet without written permission.**

Article 3 - Study or ROM/PROMs Project data

1. User is proprietor with regard to all personal and other data which is collected in connection with the use of the requested version.
2. The EuroQol Office shall not request nor receive any collected data from User. Therefore, User will be solely responsible with regard to the compliance with all applicable laws and regulations in respect of the protection of the collected (personal) data.

¹ EuroQol manages the intellectual property rights of all instruments owned by the EuroQol Group.

Article 4 - Liability

1. User is solely responsible for the use of the EQ-5D Paper and/or EQ-5D module and the data resulting from such use.
2. For the avoidance of any doubt, EuroQol is not liable towards User for any damage resulting from the use of the EQ-5D Paper and/or EQ-5D module in the Study or ROM/PROMs Project, except in case of gross negligence or willful misconduct by EuroQol.
3. User shall indemnify EuroQol and hold EuroQol harmless against any and all damages, claims, liabilities, costs and expenses, which may arise out of or are related to the (mis)use and/or reproduction of the content of the EQ-5D Paper and/or EQ-5D module provided by EuroQol to User, except in case of gross negligence or willful misconduct by EuroQol.

Article 5 - Miscellaneous

1. In case of questions regarding data analysis, User is requested to complete the Support Form on the website (<https://customer.euroqol.org/support>). Please refer to the Tracking ID number.
2. Frequently asked questions relating to the EQ-5D are answered on EuroQol's website (<https://euroqol.org/support/faqs/>).

Article 6 - Governing law

These Terms of Use shall be governed by, and construed in accordance with, the laws of the Netherlands.

Article 7 - Dispute Resolution and Governing Law

a) Vested outside the EU

1. If User is vested outside the EU, any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the International Chamber of Commerce Rules for Arbitration ("ICC Rules") for the time being in force, which rules are deemed to be incorporated by reference.
2. The number of arbiters shall be one (1) and shall be appointed by the Court of Arbitration. In principle, the arbiter shall not have the nationality of either of the parties. The place of arbitration shall be Rotterdam. The arbitral procedure shall be conducted in the English language. The arbitral court shall decide in accordance with the rules of law.

3. Notwithstanding the foregoing, nothing shall affect either party's right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting party's obligations.
4. These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands.

b) Vested in the EU

1. If User is vested in the EU these Terms of Use shall be governed by, and construed in accordance with, the laws of the Netherlands.
2. All disputes arising out or in connection with these Terms of Use shall be finally settled by the competent court in Rotterdam, the Netherlands.