



EUROQOL

GENERAL CONDITIONS
Registration Form
EuroQol Instruments
(GCR)

Version 2.1
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The General Conditions Registration Form EuroQol instruments (“**GCR**”) are developed by **STICHTING EUROQOL RESEARCH FOUNDATION, also trading as EUROQOL RESEARCH FOUNDATION**, a foundation 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 Foundation**”).

These GCR apply to the registration process to obtain permission for the following:

- to use a EuroQol instrument¹ (Approved Version² / Beta Version³ / Experimental Version⁴); and / or
- to collaborate on the development of an Experimental Version.

The registration to use a EuroQol instrument can only be processed after acceptance of these GCR. Upon submission of a request form (“**Registration Form**”), the natural person submitting this Registration Form on behalf of a legal entity becomes a Requester (“**Requester**”). Both EuroQol Foundation and Requester, together or separately, hereinafter also referred to as “**Party**” or “**Parties**”.

For the submission of the Registration Form, the acceptance of these GCR is required.

By accepting these GCR, Requester warrants the following:

1. that **all information** provided by Requester in the Registration Form is **accurate**;
2. that **all information is compliant** with all applicable laws and regulations; and
3. that Requester **ensures to be duly authorized** to accept these GCR. EuroQol Foundation may request more information if the Registration Form is completed by Requester on behalf of another person/entity to verify such authority.

EuroQol Foundation reserves the right, at its discretion, to change, modify, add, or remove parts of these GCR at any time and without notice.

¹ EuroQol instruments are instruments developed or co-developed by the EuroQol Group, of which the IP Rights are held by the EuroQol Group, and which are managed by Foundation. This includes but is not limited to EQ-5D, EQ-HWB and EQ-TIPS.

² **Approved Versions** are EuroQol instruments which reached the final stage of the development process and EuroQol determined to release these instruments as available on the EuroQol webpage (source: <https://euroqol.org/register/quality/intellectual-property-ip-protection/approved-version/>).

³ **Beta Versions** are EuroQol instruments which are one stage before the Approved Version and is in a more advanced in its development than the Experimental Version. Beta Versions can be shared with customer without requiring a collaboration. (source: <https://euroqol.org/register/quality/intellectual-property-ip-protection/beta-version/>).

⁴ **Experimental Versions** are EuroQol instruments in early stage of development. These instruments are developed by the EuroQol Group or in collaboration with EuroQol (source: <https://euroqol.org/register/quality/intellectual-property-ip-protection/experimental-version/>).

Article 1 - Definitions

The definitions stated below have the following meaning in the context of the standard terms and conditions set out in these GCR.

- a) **Effective date** is the date these GCR become effective, which is the date on which these GCR are accepted by Requester.
- b) **Force Majeure** is an event or circumstance which is beyond the control and without the fault of the party affected and by which the party affected was unable to prevent that event. Force Majeure is, as understood in these GCR all external causes, foreseeable or unforeseeable, on which EuroQol Foundation has no influence and as a result of which it will be unable to fulfil obligations. These include, but are not limited to, fire, accident, illness, strike, riot, war, government action, long-term power outages, and terrorism.
- c) **IP 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, registered or unregistered and wherever in the world such rights arise. EuroQol Group⁵'s IP Rights include the aforementioned rights regarding or in connection with EuroQol instruments (any version) and the names of EuroQol instruments (any version).
- d) **Language** means the localized translated or adapted version of a EuroQol instrument (any version) to be used in a particular territory.
- e) **Moral Rights** are all existing and future worldwide rights of the creator, including but not limited to the right to oppose to the disclosure of his work, changes of the name/title of a EuroQol instrument (any version), changes to or mutilation of a EuroQol instrument (any version).
- f) **Territory** is the geographic region for which a Language was developed and in which it may be used.

Article 2 - What does acceptance of these GCR imply?

1. These GCR sets out conditions applicable for the registration process for EuroQol Foundation to process the request.
2. Requester is **not** permitted to use a EuroQol instrument (any version) based on merely the acceptance of these GCR. The acceptance of these GCR **does not imply permission**

⁵ EuroQol Foundation and the EuroQol Group Association (Vereniging EuroQol Group, hereinafter "**EuroQol Group**") are EuroQol's two principal bodies. Foundation manages inter alia the financial and legal affairs. The EuroQol Group is an international network of multidisciplinary researchers that conducts research funded by or on behalf of EuroQol Foundation.

- and/or a license** to use a EuroQol instrument (any version), such as the requested Language(s).
3. Acceptance of these GCR allows EuroQol Foundation to review the information entered in the Registration Form to determine at its own discretion the applicable policy.
 4. EuroQol Foundation shall not use the information for any other purposes than to execute EuroQol Foundation's policies (including the license process).
 5. EuroQol Foundation's Privacy Statement applies to Personal Data ⁶ provided by Requester. The privacy policy is available as Privacy Statement on EuroQol's website (www.euroqol.org). This includes that Parties mutually acknowledge that either Parties' Personal Data processed during the registration process (incl. Registration Form) is carried out solely for the designated purposes in compliance with the provisions of the GDPR⁷.
 6. EuroQol Foundation will keep confidential all information provided in the Registration Form to the extent permissible under applicable laws and regulations.
 7. If deemed necessary by EuroQol Foundation, an appropriate action might be taken based on the applicable IP Rights protection policy.

Article 3 - IP Rights protection

1. All IP Rights in, or in connection with a EuroQol instrument (any version) are vested in EuroQol Foundation and shall remain the exclusive property of EuroQol Group.
2. Without the prior written consent of the EuroQol Foundation, Requester is not entitled to use, reproduce, alter, amend, convert, translate, publish or make available in whatever way (digital, hard-copy etc) a EuroQol instrument (any version) and related proprietary materials.

Article 4 - What is the process after submitting the Registration Form?

1. Requester shall receive an automatic reply from EuroQol Foundation at the e-mail address specified by Requester in the Registration Form. Such automatic reply consists of a **registration ID number** and a **summary of the registration**. We recommend referring to the registration ID number in the subject line of the e-mail correspondence with EuroQol Foundation.
2. The EuroQol Foundation will contact Requester by e-mail with information about the applicable policy.

⁶ **Personal Data** means any information relating to an identified or identifiable natural person.

⁷ **GDPR** means the Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of Personal Data.

3. If additional information is needed to determine the applicable policy, EuroQol Foundation will send an e-mail to Requester to acquire such information. EuroQol Foundation shall be the final arbiter to decide on which policy applies.
4. Based on EuroQol Foundation's policies, legal documents might be required, such as a License Agreement and/or Permission to Modify/Use and/or Translation Agreement and/or third-party agreements.

Article 5 - What if I want to use the same Language(s) in another study/project/trial?

1. An EuroQol instrument (any version) can only be used for the purposes as registered and indicated by Requester in the field '*Title / Description / Study Code*', provided that any documents required by EuroQol Foundation are in place (fully executed/accepted).
2. If Requester wishes to use a EuroQol instrument (any version) for any other purposes (such as another study/project/trial), a new registration will be required.

Article 6 - What if another entity will be involved in using any EuroQol instrument?

1. Requester is required to acquire prior written consent from EuroQol Foundation prior to involving any **other entity than Requester's entity** or **personnel not employed by Requester** ("**third party / third parties**") in the use (such as administration or digitalization) of a EuroQol instrument (any version).
2. If Requester plans to involve a third party or more third parties, EuroQol Foundation shall determine if legal documents are needed upon receipt of the requested information (incl. company/organization / institution names).

Article 7 - Can I cancel a request for the use of a EuroQol instrument and/or a request to collaborate?

Please inform the EuroQol Foundation if you wish to cancel your request. Upon receipt of the cancellation request, EuroQol Foundation shall take **at least** the following information into consideration to determine if the cancellation of a request for use of a EuroQol instrument and/or the cancellation of a request to collaborate can be accepted and processed:

Cancellation of request for use

- a) whether the license is activated;
- b) whether the Language(s) was (were) delivered; and/or
- c) whether exceptional circumstances apply.

Cancellation of request to collaborate

- a) whether a collaboration letter is fully executed;
- b) whether a translation project has been initiated;
- c) whether Language(s) was (were) delivered; and/or
- d) whether exceptional circumstances apply.

Article 8 - What happens in the event that damage occurs?

In the event of damage, the following conditions shall apply:

1. EuroQol Foundation shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) arising from the use of the Registration Form, including but not limited to the following circumstances:
 - i. loss or damage is attributable to Requester; and
 - ii. Force Majeure.
2. EuroQol Foundation shall not be liable for the damage (incl. delays) resulting from the Requester not being able to submit the Registration Form due to Force Majeure.
3. The limitations and exclusions of liability mentioned in this Article 8 shall not apply in the event and to the extent that the damage is the result of the intent or gross negligence of EuroQol Foundation or its executive staff.

Article 9 - What is the procedure in the event of a dispute related to registration?

1. These GCR shall be governed by, and construed in accordance with, the laws of the Netherlands.
2. In the event of a dispute arising out, or in connection with these GCR, both Parties shall first strive to achieve an amicable settlement. If a settlement is not feasible, the following shall apply:
 - a) If Requester is vested in the EU**

All disputes arising out of, or in connection with these GCR shall be finally settled by the competent court in Rotterdam, the Netherlands.
 - b) If Requester is vested outside the EU**
 - i. Any dispute arising out of, or in connection with these GCR, 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.

- ii. 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.
- iii. 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.