



EUROQOL

GENERAL CONDITIONS
Registration Form
EuroQol Instruments
(GCR)

Version 2.0
Updated October 2021

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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 to use an EuroQol instrument. The registration to use an EuroQol instrument can only be processed after acceptance of these GCR. Upon submission of the Registration Form, the natural or legal registered person becomes a Requester ("**Requester**").

Once Requester completes the Registration Form EuroQol instruments ("**Registration Form**") and selects the 'Submit' button in the Registration Form on the EuroQol website (www.euroqol.org), the Registration Form is considered submitted and these GCR are considered accepted.

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

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 fulfill 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, whether registered or unregistered and wherever in the world such rights arise. EuroQol Foundation'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** is a localized and linguistically validated version of an 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 use of and changing the name / title of an EuroQol instrument (any version), changes to or mutilation of an EuroQol instrument (any version).

Article 2 - What does acceptance of these GCR mean?

1. You are not permitted to use an EuroQol instrument (any version) based on merely the acceptance of these GCR. The acceptance of these GCR **do not imply a permission and/or a license** to use of an EuroQol instrument (any version), such as the requested Language(s).
2. These GCR are conditions which Requester must agree to abide by during the registration process, the license process and in order to receive related support.
3. Acceptance of these GCR by submitting the Registration Form allows EuroQol Foundation to review the information entered in the Registration Form to determine at its own discretion the applicable user policy.
4. By accepting these GCR, Requester warrants that all the information provided in the Registration Form is accurate and complies with all applicable laws and regulations.
5. 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.
6. EuroQol Foundation's Privacy Statement sets out how personal data provided by Requester is collected and stored. The privacy policy is available as Privacy Statement on EuroQol's website (www.euroqol.org).
7. EuroQol Foundation will keep confidential all information provided in the Registration Form to the extent permissible under applicable laws and regulations.
8. EuroQol Foundation shall not use the information for any other purposes than to execute EuroQol Foundation's policies.
9. If deemed necessary by EuroQol Foundation, 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 an EuroQol instrument (any version) are vested in EuroQol Foundation and shall remain the exclusive property of EuroQol Group¹.
2. Without the prior written consent of EuroQol Foundation, Requester is not entitled to use, reproduce, alter, amend, convert, translate, publish or make available in whatever way (digital, hard-copy etc) the an EuroQol instrument (any version) and related proprietary materials.

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

1. Upon selecting the 'Submit' button after completing the Registration Form and accepting these GCR, 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**. The registration ID number is to be used 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 for the requested available or unavailable Language(s).
3. If additional information is needed to determine the applicable user 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 user policy applies, including but not limited to whether Requester is to be considered a commercial or non-commercial user.
4. Once EuroQol Foundation determines the applicable policy the following will be sent to Requester;
 - a. For non-commercial users:
 - the applicable terms of use Non-commercial; or a draft license agreement Non-commercial;
 - Upon acceptance of the applicable terms of use or fully executed license agreement Non-commercial and if applicable third-party agreements, EuroQol Foundation will make the requested Language(s) available in an online portal.
 - b. For commercial users:
 - a quote with the calculation of the license fee and/or information about the active license(s).

¹ EuroQol Foundation and the EuroQol Group Association (Vereniging EuroQol Group, hereinafter “**EuroQol Group**”) are EuroQol’s two principal bodies. EuroQol 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.

- Upon verification of the active license(s) and/or fully executed license agreements and if applicable third-party agreements; EuroQol Foundation will make the requested Language(s) available from an online portal.
5. Based on EuroQol Foundation's policies, additional documents might be required, such as a Permission to Modify 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 an EuroQol instrument (any version) for any other purposes (such as another study/project/trial), a new registration will be required.

Article 6 – What if I want to collaborate with another party in using any EuroQol instrument?

1. In case Requester wishes to engage third parties or personnel not employed by Requester in the use (such as administration or digitalization) of an EuroQol instrument (any version), Requester is required to acquire prior written consent from EuroQol Foundation and provide EuroQol Foundation with their (company) names.
2. EuroQol Foundation shall inform Requester regarding the applicable license policy for the third party and if applicable provide third party agreement(s) for review.

Article 7 – Can I cancel the use of an EuroQol instrument for my study/project/trial?

1. Please inform the EuroQol Foundation if you wish to cancel your request.
2. The cancellation can only be taken into consideration if any of the following applies;
 - i. EuroQol Foundation determines that the license is not (yet) activated;
 - ii. the Languages were not (yet) delivered; and/or
 - iii. exceptional circumstances.

Article 8 – What happens in the event damage occurs?

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

- a) 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 EuroQol instruments, including but not limited to the following circumstances:
 - i. loss or damage is attributable to Requester; and
 - ii. Force Majeure.

- b) 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 the 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 Requester and EuroQol Foundation 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, 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.

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