

Appendix 3 Terms of Use of EQ-5D-5L

The REDCap version of the EUROQOL EQ-5D-5L questionnaire (“Questionnaire”) is being made available to members of the Hyperbaric Oxygen Treatment Registry Consortium through a license agreement signed between Dartmouth and Stichting EUROQOL Research Foundation, also trading as EUROQOL Research Foundation (“EUROQOL”). Dartmouth has agreed to the following terms, which each Consortium member shall abide by in its use of the Questionnaire:

1. The Questionnaire is being distributed to Consortium Member as allowed by EUROQOL and Consortium Member acknowledges and agrees that this right to use the Questionnaire is not a license or sublicense to the Questionnaire.
2. The Questionnaire is the copyrighted property of EUROQOL and this Agreement does not transfer to Consortium Member any rights, copyright or intellectual property rights to the Questionnaire other than the right to use the Questionnaire.
3. The Questionnaire may only be used for the Hyperbaric Oxygen Treatment Registry and for no other purpose.
4. The Questionnaire may not be modified, altered, amended or a new translation created of the EQ-5D-5L REDCap version, flowchart, legend, dictionary or manual, and if such is done, EUROQOL will own any intellectual property rights therein.
5. Consortium Member shall not distribute, sublicense, assign, transfer, pledge or otherwise encumber its rights and/or obligations under this Agreement to any third party.
6. Consortium Member is explicitly not entitled to translate, modify, distribute for commercial purposes, abridge, convert, alter, amend or communicate to the public the Questionnaire, including but not limited to any minor or significant change in wording or organization of the Questionnaire.
7. Consortium Member agrees that, except as required by law, it shall not use the name, trade name, trademark, or other identifier of Dartmouth, EUROQOL or the Questionnaire for any advertising, promotion, press, media or other public purpose unless advance written permission is given by Dartmouth or EUROQOL, as appropriate under the circumstances.
8. The Questionnaire used by Consortium Member shall incorporate the following wording: “© *Stichting EuroQol Research Foundation. EQ-5D™ is a trade mark of the Stichting EuroQol Research Foundation.*”
9. All Intellectual Property Rights in, or in connection with, the Questionnaire, flowchart, legend, dictionary and manual are vested and shall remain vested in EUROQOL.
 1. All Intellectual Property Rights deriving from any modification, alteration, amendment or any (new) translation of the Questionnaire, flowchart, legend, dictionary or manual by Consortium Member pursuant to this Agreement or Consortium Member’s use of the Questionnaire will vest in EUROQOL and Consortium Member hereby 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 EQ-5D-5L REDCap version, flowchart, legend, dictionary or manual, which transfer and assignment EUROQOL hereby accepts. Consortium Member warrants that the Intellectual Property Rights shall be assigned and transferred to EUROQOL without any encumbrance pursuant to this Article 9. In addition, any moral rights shall, to the best of Consortium Member’s knowledge, be waived at the moment of termination of this Agreement.
 2. Upon the first request of EUROQOL and in as far as is necessary, Consortium Member shall provide all reasonable co-operation and assistance to ensure that the Intellectual Property Rights as set out in this Article 9 that are developed by Consortium Member’s employees, agents, or other representatives under its direct control are transferred and assigned to EUROQOL, including, but not limited to the immediate execution or procurement of all such documents necessary to assign and transfer the aforementioned Intellectual Property Rights in and to the EQ-5D-5L REDCap version to EUROQOL.
 3. As between the parties hereto, the Intellectual Property Rights in the software or hardware developed by Consortium Member or a vendor of Consortium Member for making available the Questionnaire and EQ-5D-5L REDCap version for the designated purposes are and shall remain vested in Consortium Member or, in as far as is relevant, in Consortium Member’s vendor.