

COLLABORATION between KINDL Group and

Name (Title):	
Institution:	
Dept.:	
Street:	
City:	State:
Zip (Postal) Code:	Country:
Phone No.: ()	Fax:
Email:	

Billing address:

VAT No.:

Institution:	
Dept.:	
Street:	
City:	State:
Zip (Postal) Code:	Country:

SUMMARY of the STUDY

Title of the Study:	
Type of Research:	
Objectives / Design:	
Study Population (incl. number of cases, age, illnesses/diseases):	
Measurement Points:	
Other Instruments:	
Name of the Funder:	
Beginning of the Study:	Expected end of the Study:

SPECIFY Language AND Questionnaire Version planned to be included:

City, Date

Signature (The KINDL)

IMPORTANT REMARK:

THE KINDL MAY BE USED IN THE ABOVE MENTIONED INVESTIGATIONS WHEN THE FOLLOWING AGREEMENT IS COMPLETED AND SIGNED BY “USER”.

“Person, University, Company” referred hereinafter as “User” wishes to use the **KINDL**.

Prof. Dr. U. Ravens-Sieberer distributes the **KINDL** and its translations available in the following languages: Arabic, Chinese (Cantonese), Danish, Dutch, English, Finnish, French, German, Greek, Iranian (Persian), Italian, Japanese, Korean, Nepalese, Norwegian, Polish, Portuguese, Russian, Serbo-Croatian, Sinhala, Spanish, Spanish (Argentina), Spanish (Uruguay), Swedish, Taiwanese, Turkish, Vietnamese.

Therefore, User and Prof. Dr. U. Ravens-Sieberer agree as follows:

1. KINDL obligations

Prof. Dr. U. Ravens-Sieberer shall deliver the original **KINDL** and/or the translations requested by User subject to the following conditions: The translations requested are available and the present agreement is duly completed and signed by User.

2. User’s obligations

2.1 No modification

“User” shall not modify, abridge, condense, adapt, recast or transform the **KINDL** in any manner or form, including but not limited to any minor or significant change in wordings or organisation in **KINDL**, without the prior written agreement of **Prof. Dr. U. Ravens-Sieberer**.

2.2 No translation

“User” shall not translate **KINDL** without the prior written agreement of **Prof. Dr. U. Ravens-Sieberer**.

2.3 No reproduction

“User” shall not reproduce the **KINDL** except for the limited purpose of generating sufficient copies for use in investigations stated hereunder and shall in no event distribute copies of the **KINDL** 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

“Ravens-Sieberer, U., & Bullinger, M. (1998). Assessing health-related quality of life in chronically ill children with the German **KINDL**: First psychometric and content analytical results. *Quality of Life Research*, 7(5), 399-407. doi: 10.1023/A:1008853819715”
in the reference section of the publication.

2.5 Payment

2.5.1 *Royalty fees (Authors)*

The use of the **KINDL** for academic researchers (funded or non-funded) and non-profit organisations (= non-commercial use, e. g. Governmental Institutions; Universities or Hospitals) is free. In case of commercial use (companies and profit-organisations, e. g. Pharmaceutical companies) we kindly ask to pay a licence fee of 400 € (net) for every language version and for every questionnaire version.

2.5.2 *Distribution fees*

The use of the **KINDL** in studies will be subject to a distribution fee, but not as long as its development phase is formally completed. This collaboration, started formally during the development phase of the **KINDL** project, includes no distribution fee.

3. Copyright Infringement

The **KINDL** was developed by **Prof. Dr. Ulrike Ravens-Sieberer** MPH, Head of Research, Professor for Child Public Health (University Medical Center Hamburg-Eppendorf, Department of Child and Adolescent Psychiatry, Psychotherapy, and Psychosomatics, Martinistraße 52, W 29, D-20246 Hamburg). **Prof. Dr. U. Ravens-Sieberer** holds copyright over the **KINDL** and all its present and future translations. Each new translation will be made available to third parties once it is available, through **Prof. Dr. U. Ravens-Sieberer** 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 **KINDL**, User shall promptly notify **Prof. Dr. U. Ravens-Sieberer**. **Prof. Dr. U. Ravens-Sieberer** will decide to institute or not proceedings against the infringing party.

4. Confidentiality

All and any information related to the **KINDL** 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 **Prof. Dr. U. Ravens-Sieberer** 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 **KINDL**.

6. Liability

6.1 In case of breach of contract

In the event of total or partial breach by **Prof. Dr. U. Ravens-Sieberer** of any of its obligations hereunder, **Prof. Dr. U. Ravens-Sieberer'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 **Prof. Dr. U. Ravens-Sieberer** be held liable for direct or consequential damage resulting from the use of the **KINDL**.

6.3 In the event of non-renewal of this Agreement

In the event of non-renewal of this Agreement by **Prof. Dr. U. Ravens-Sieberer** for any cause or failure by **Prof. Dr. U. Ravens-Sieberer** to conclude a new agreement with User upon the expiry of this Agreement, **Prof. Dr. U. Ravens-Sieberer** will have no liability for payment of any damages and/or indemnity to User.

7. Term and termination

This agreement shall be effective at 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 **Prof. Dr. U. Ravens-Sieberer** may retain in its possession confidential information as acquired from **KINDL** 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 **Prof. Dr. U. Ravens-Sieberer** notified to User.

9. Separate Agreement

This Agreement holds for the above mentioned study only. The use of the **KINDL** 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, it 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.

PROF. DR. U. RAVENS-SIEBERER: User/University/Company:

Name:	Ulrike Ravens-Sieberer	Name:	
Title:	Prof. Dr. phil. MPH	Title:	
Signature:		Signature:	
Date:		Date:	