



# CIHI PROMs Program: Registration Form Oxford Hip Score/Oxford Knee Score Licence

This registration form is used to confirm intent to collect data from patients in routine care using the Oxford Hip Score (OHS) and Oxford Knee Score (OKS), paper versions and/or REDCap electronic versions, under the Canadian Institute for Health Information's (CIHI's) national licence for these instruments.

By completing and signing this registration form and the attached CIHI PROMs Program OHS/OKS Licence Terms of Use ([Appendix A](#)), the requestor, on behalf of the organization identified in this registration form, agrees to abide by the CIHI PROMs Program OHS/OKS Licence Terms of Use. Upon approval of this request, instructions will be provided on how to print official OHS and/or OKS paper versions, as well as how to upload the REDCap electronic versions.

The CIHI PROMs Program OHS/OKS Licence Terms of Use do not permit the use of the OHS or OKS for research purposes or for the creation of electronic versions of the OHS or OKS. Email [proms@cihi.ca](mailto:proms@cihi.ca) for information on obtaining licences for these purposes.

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Please complete the following information and submit to CIHI at [proms@cihi.ca](mailto:proms@cihi.ca).

## Contact information

**Organization:**

**Site(s):**

*List all applicable sites/campuses.*

**Department:**

**Name of requestor:**

**Position:**

**Phone:**

**Email:**



Canadian Institute  
for Health Information

Institut canadien  
d'information sur la santé



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## Use of the OHS and OKS

1. Will data be collected on patients for routine care purposes only?

Yes

No If no, please specify purpose:

2. Provide a brief description of your PROMs initiative.

3. Identify the patient population(s) for your PROMs initiative.

4. Start date of initiative

5. End date of initiative

*If collection will be ongoing, state "Not applicable."*



# CIHI PROMs Program: Registration Form

## Oxford Hip Score/Oxford Knee Score Licence

Use of the OHS and OKS	OHS	OKS
<p><b>Indicate the PROMs instruments required.</b></p> <p><i>If "No" is selected, the subsequent questions do not need to be completed.</i></p>	<p>Yes</p> <p>No</p>	<p>Yes</p> <p>No</p>
<p><b>Indicate how patients will be completing the OHS and/or OKS.</b></p> <p><i>Select all that apply.</i></p>	<p>Paper</p> <p>Telephone</p> <p>Digital (tablet) — includes iPads</p> <p>Digital (web) — includes computer and kiosk</p> <p>Digital (PDA) — includes phone</p> <p>Other (please specify):</p>	<p>Paper</p> <p>Telephone</p> <p>Digital (tablet) — includes iPads</p> <p>Digital (web) — includes computer and kiosk</p> <p>Digital (PDA) — includes phone</p> <p>Other (please specify):</p>
<p><b>If collecting electronically, specify vendor/software/platform that will be used or that are being considered.</b></p>		
<p><b>Language(s) for paper mode</b></p> <p><i>Select all that apply.</i></p>	<p>English (Canadian)</p> <p>French (Canadian)</p> <p>German</p> <p>Hindi</p> <p>Italian</p> <p>Korean</p> <p>Polish</p> <p>Spanish</p> <p>Other (please specify):</p>	<p>English (Canadian)</p> <p>French (Canadian)</p> <p>German</p> <p>Hindi</p> <p>Italian</p> <p>Korean</p> <p>Polish</p> <p>Spanish</p> <p>Other (please specify):</p>



# Appendix A: CIHI Oxford Hip Score/Oxford Knee Score Licence — Terms of Use

## CIHI Patient-Reported Outcome Measures (PROMs) Program Oxford Hip Score and Oxford Knee Score Licence

### Terms of Use

The terms in this agreement govern the use of the Canadian Institute for Health Information's ("CIHI") Patient-Reported Outcome Measures ("PROMs") materials by the organization identified in the CIHI PROMs Program: Registration Form to which this agreement is attached (the "Licensee"). These materials (the "PROMs Materials") comprise the

- PROMs collection standards manual;
- PROMs data submission manual; and
- CIHI PROMs survey, which includes the
  - Oxford Hip Score questionnaire paper version ("OHS") and Oxford Knee Score questionnaire paper version ("OKS"); and
  - REDCap electronic versions ("REDCap"), collectively referred to as the "Questionnaires," all of which are owned by Oxford University Innovation Limited.

NOTE: The EQ-5D questionnaire ("EQ-5D") owned by the EuroQol Research Foundation, although included in the CIHI PROMs survey, is *expressly excluded* from the PROMs Materials. If you wish to use the EQ-5D, email [proms@cihi.ca](mailto:proms@cihi.ca) for licensing information.

CIHI has licensed the use of the Questionnaires from their owner.

#### The Licensee

1. (a) The Licensee represents and warrants that it is a Canadian publicly funded, not-for-profit health care organization, such as a hospital, community care access centre, regional health authority, local health integration network, or provincial or territorial ministry or department of health.  
(b) For clarity, only an entity that is the Licensee may use the PROMs Materials under this agreement.

#### Start of Term

2. The agreement is effective as of the date on which this agreement is signed by the Licensee (the "Effective Date").



# Appendix A: CIHI Oxford Hip Score/Oxford Knee Score Licence — Terms of Use

## Permitted Uses

3. The permitted uses of the PROMs Materials are for data collection in routine hip and knee replacement–related care as part of CIHI’s PROMs Program and, to that end, include:
  - a) Administering the Questionnaires to patients in publicly funded health care in Canada to assess hip and knee function of the Licensee’s patients and informing clinical and health system decision-making and evaluation;
  - b) Administering the OHS and OKS via telephone to patients in publicly funded health care in Canada to assess hip and knee function of the Licensee’s patients and informing clinical and health system decision-making and evaluation; and
  - c) Submitting collected PROMs data directly or indirectly (through a licensed software vendor, for example) to CIHI (collectively, the “**Permitted Uses**”).

## Licence and Fees

4. (a) CIHI hereby grants the Licensee a non-exclusive, non-transferable licence to reproduce and use the PROMs Materials to make Permitted Uses of the PROMs Materials during the Term (defined below), subject to the terms of this agreement.  
  
(b) CIHI may charge cost-recovery fees to the Licensee for the use of one of all the Questionnaires. CIHI will invoice the Licensee in respect of these fees and the Licensee will pay in accordance with the invoice.

## Limitations

5. (a) The Licensee may not, without express written authorization from CIHI as well as from Oxford University Innovation Limited,
  - (i) Make any commercial use of the PROMs Materials;
  - (ii) Remove or alter any copyright notice or similar notices on any copy of all or part of the PROMs Materials;
  - (iii) Create electronic tools (for example, an internet version of the questionnaire or an IVRS system) using the PROMs Materials;
  - (iv) Translate or alter the PROMs Materials;
  - (v) Publish or distribute the PROMs Materials in any manner which may be seen as contrary to this agreement;
  - (vi) Sublicense the PROMs Materials;
  - (vii) Use OHS, OKS or REDCap data for government drug or technology approval processes;
  - (viii) Permit a medic or clinician previously debarred from practising to use the Questionnaires; or
  - (ix) Depart from or modify any telephone script provided as part of the PROMs Materials.



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(b) The Licensee may direct any questions regarding acceptable activities under this agreement to CIHI at [proms@cihi.ca](mailto:proms@cihi.ca).

(c) The Licensee

- (i) Will ensure its employees who use the PROMs Materials are aware of the terms of this agreement; and
- (ii) Accepts responsibility for all uses of the PROMs Materials by its employees as if those uses were the Licensee's own.

### **Ownership of Modifications**

6. (a) The Licensee hereby assigns all modifications and translations it makes to the PROMs Materials to CIHI and waives moral rights in those modifications and translations in favour of CIHI and its assigns unless CIHI expressly agrees otherwise in writing.

(b) The Licensee will promptly take all necessary steps to ensure the assignment and waiver upon CIHI's request.

### **Licensee Tracking**

7. (a) The Licensee will inform CIHI of its intention to collect PROMs data by email directed to [proms@cihi.ca](mailto:proms@cihi.ca) so CIHI may register the Licensee with Oxford University Innovation Limited.

(b) The Licensee will, to the best of its ability, track the number of patients to which it administers the OKS, the OHS or the REDCap, each separately, and share those numbers with CIHI in accordance with a mutually agreed schedule.

### **Trademarks and Names**

8. (a) The Licensee may use Oxford University Innovation Limited's name and logo in marketing and advertising, but only to state that the Licensee is a sublicensee and user of the OHS and/or the OKS and/or the REDCap.

(b) The Licensee may use CIHI's name to state that the Licensee has sublicensed the PROMs Materials from CIHI.



## Appendix A: CIHI Oxford Hip Score/Oxford Knee Score Licence — Terms of Use

### Ownership

9. (a) The Licensee acknowledges ownership of the Questionnaires by Oxford University Innovation Limited, of the EQ-5D by the EuroQol Research Foundation, and of the balance of the PROMs Materials by CIHI.
- (b) The Licensee obtains no rights in the PROMs Materials other than those rights expressly granted by this agreement.

### Warranties

10. The PROMs Materials are provided as is and without warranties of any kind, including warranties of fitness for a particular purpose.

### Term and Termination

11. (a) The term of this agreement (“**Term**”) begins on the Effective Date and continues until terminated in accordance with one of the following termination provisions, whichever comes first.
- (b) If any of CIHI’s rights in the PROMs Materials are lost or challenged, CIHI may immediately terminate this agreement by providing the Licensee with notice.
- (c) Either CIHI or the Licensee may terminate this agreement for convenience by providing 30 days’ notice to the other.
- (d) The Licensee will permanently delete or destroy all copies, including but not limited to partial copies, of the PROMs Materials in its possession or control within 14 days of termination or the end of the Term, as the case may be, and certify the deletion or destruction in writing to CIHI.
- (e) For clarity, the Licensee may not use the PROMs Materials after the termination or the end of the Term without CIHI’s express, prior, written authorization.

### Notice

12. Any notice to be given under this agreement must be in writing.

### Intellectual Property Right Infringement

13. (a) If the Licensee becomes aware of possible or certain infringement of intellectual property rights in the PROMs Materials, the Licensee will promptly notify CIHI and use commercially reasonable efforts to help CIHI protect those rights.
- (b) In the event of a claim alleging infringement of intellectual property rights involving the Licensee and relating to the PROMs Materials, CIHI may elect to defend or settle the claim in its sole discretion. The Licensee will take all reasonable steps and provide all documents and other things requested by CIHI to assist in settling or defending such a claim.



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### **Data Collection**

14. The Licensee will ensure it complies with applicable privacy laws in collecting data using the PROMs Materials.

### **Liability**

15. Neither CIHI nor Oxford University Innovation Limited is liable to the Licensee for any damages including, without limitation, direct, indirect, incidental, special, or consequential damages, even if CIHI has been advised of the possibility of such damage or claim, or it is foreseeable. CIHI bears no liability to the Licensee for any damage or loss of any kind arising out of or resulting from the Licensee's possession or use of the PROMs Materials regardless of whether such liability is based in tort (including negligence), contract (including fundamental breach) or otherwise in connection with this agreement. The limitations of this section apply whether or not the alleged breach or default is a breach of a fundamental condition or term.

### **Indemnity**

16. The Licensee will indemnify CIHI and Oxford University Innovation Limited from and against all claims, damages, losses, actions and other proceedings, reasonable costs, and expenses (including legal fees), howsoever caused, including without limitation, breach of contract, strict liability, tort (including negligence) or any other legal or equitable theory, resulting from or arising out of the Licensee's use of the PROMs Materials.

### **General Provisions**

17. This agreement constitutes the entire agreement with respect to its subject matter. If any provision of this agreement is deemed void or otherwise unenforceable by a lawful authority, the rest of the agreement continues in force. The Licensee may not assign this agreement without CIHI's prior, express, written consent. This agreement may only be amended by the mutual agreement of CIHI and the Licensee in writing. This agreement is governed by and construed in accordance with the laws in force in Ontario without regard to conflicts-of-laws principles. The Licensee agrees any disputes connected to this agreement are to be settled by the courts in Ottawa, Ontario, Canada. The word "will" when used in this agreement means "has a duty under this agreement to." Sections 4(b), 6, 7, 9, 13(b), 15 and 16 survive the termination or expiration of this agreement.

*Signature page to follow*





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**AGREED TO AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE OF THE LICENSEE**

OFFICIAL/LEGAL NAME OF LICENSEE (ORGANIZATION)

Per:

Signature

*I have authority to bind the Licensee*

Printed Name

Title

Date