



# CIHI PROMs Program: Registration Form EQ-5D-5L Licence

This registration form is used to confirm intent to collect data from patients in routine care using the EQ-5D-5L, under the Canadian Institute for Health Information's (CIHI's) national licence for this instrument. If another version of the EQ-5D (e.g., EQ-5D-3L, EQ-5D-Y) is required, email [proms@cihi.ca](mailto:proms@cihi.ca).

By using the EQ-5D, the requestor agrees to abide by the terms and conditions outlined in [Appendix A](#) of this form. Upon approval of this request, instructions will be provided on how to print official paper versions of the EQ-5D-5L.

Except as otherwise permitted in the CIHI PROMs Terms of Use, use of the EQ-5D-5L for research purposes or for the creation of electronic versions of the EQ-5D-5L is not permitted. 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 EQ-5D-5L

### 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. What is the source of funding for your initiative?

*If this is part of the practice in your setting, state "Internal funding." If there is no funding for your project, state "Not applicable."*

### 5. Number of patients that will be surveyed

*This number should reflect unique patients surveyed annually (i.e., a patient who is administered the instrument more than once is considered 1 unique patient). This information will be used to determine licensing fees, if applicable.*

### 6. Start date of initiative

### 7. End date of initiative

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



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## 8. Indicate how patients will self-complete the EQ-5D-5L.

Select all that apply. If you require an option that is not listed (e.g., proxy, face-to-face), select "Other" and provide details.

Paper

Telephone

Digital (tablet) — includes iPads

Digital (web) — includes computer and kiosk

Digital (PDA) — includes phone

Other (please specify):

## 9. If collecting electronically, specify the vendor/software/platform that will be used or that are being considered.

## 10. Language(s)

Select all that apply.

English (Canadian)

Italian

Chinese (simplified China)

Punjabi

French (Canadian)

Korean

Chinese (simplified Malaysia)

Tagalog

German

Polish

Chinese (simplified Singapore)

Hindi

Spanish

## 11. Do you acknowledge and agree that this information may be published in EuroQol reports regarding usage of the EQ-5D?

Note that only anonymized information will be published.

Yes

No



# Appendix A: CIHI EQ-5D Licence — Terms of Use

## CIHI Patient Reported Outcome Measures (PROMs) Program EQ-5D Licence

### Terms of Use

The terms in this agreement govern the use of the EQ-5D questionnaire (**EQ-5D**) owned by the EuroQol Research Foundation.

CIHI has licensed the use of the EQ-5D from its owner.

#### The Licensee

1. (a) This agreement is between CIHI and the Licensee. The **Licensee** 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 a provincial or territorial ministry or department of health.  
(b) For clarity, only an entity that is a Licensee may use the EQ-5D under this agreement.

#### Start of Term

2. The agreement is effective upon on the day of the first use of the Licensee of the EQ-5D for any purpose (the **Effective Date**).

#### Permitted Uses

3. The **Permitted Uses** of the EQ-5D are for data collection in routine care as part of CIHI's PROMs program, and, to that end,
  - a) Administering the paper version of the EQ-5D to Canadian patients to evaluate health status and outcomes in Canada and informing clinical and health system decision-making and evaluation in publicly funded health care in Canada;
  - b) Administering an electronic version of the EQ-5D to Canadian patients to evaluate health status and outcomes in Canada and informing clinical and health system decision-making and evaluation in publicly funded health care in Canada on the condition that the EuroQol Office approves the reproduction of the electronic EQ-5D version. Additionally, any third party involved in the reproduction of the electronic EQ-5D versions will have to receive separate written permission from the EuroQol Office;
  - c) Administering the EQ-5D via telephone to Canadian patients to evaluate health status and outcomes in Canada and informing clinical and health system decision-making and evaluation in publicly funded health care in Canada; and
  - d) Submitting collected PROMs data directly or indirectly (through a licensed software vendor, for example) to CIHI.



# Appendix A: CIHI EQ-5D Licence — Terms of Use

## Licence and Fees

4. (a) CIHI hereby grants the Licensee a non-exclusive, non-transferable licence to reproduce and use the EQ-5D to make Permitted Uses of the EQ-5D 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 the EQ-5D. CIHI will invoice the Licensee in respect of these fees and the Licensee will pay in accordance with the invoice.
- (c) Licensee will be solely responsible for the cost-recovery fees associated with the electronic screenshot approval process set out in 3 (b) above.

## Limitations

5. (a) The Licensee may not, without express written authorization from CIHI and the EuroQol Research Foundation
  - (i) Make any commercial use of EQ-5D;
  - (ii) Remove or alter any copyright notice or similar notices on any copy of all or part of the EQ-5D;
  - (iii) Create electronic tools (for example, an internet version of the questionnaire or an IVRS system) using the EQ-5D;
  - (iv) Translate or alter the EQ-5D;
  - (v) Publish or distribute the EQ-5D in any manner which may be seen as contrary to this agreement;
  - (vi) Sublicense the EQ-5D;
  - (vii) Use the EQ-5D for research purposes;
  - (viii) Use the EQ-5D for purposes unrelated to CIHI's PROMs Program;
  - (ix) Use less than the full EQ-5D; or
  - (x) Depart from or modify any telephone script provided by CIHI for administering the EQ-5D via telephone.
- (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 that its employees who use the EQ-5D are aware of the terms of this agreement; and
  - (ii) Accepts responsibility for all uses of the EQ-5D by its employees as if those uses were the Licensee's own.



# Appendix A: CIHI EQ-5D Licence — Terms of Use

## Ownership of Modifications

6. (a) The Licensee hereby assigns all modifications and translations it makes to the EQ-5D 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 that CIHI may register the Licensee with the EuroQol Research Foundation.  
(b) The Licensee will, to the best of its ability, track the number of patients to which it administers the EQ-5D and share those numbers with CIHI in accordance with a mutually agreed schedule.

## Trademarks and Names

8. (a) The Licensee will not use the name, trade name, trademark or any other identifier of the EuroQol Research Foundation for advertising, promotion, press, media or any other public purpose without CIHI's prior written authorization.  
(b) Every copy of the EQ-5D will incorporate the following wording: © EuroQol Research Foundation. EQ-5D™ is a trademark of the EuroQol Research Foundation.  
(c) The Licensee may use CIHI's name to state that the Licensee has sublicensed the EQ-5D from CIHI.

## Ownership

9. (a) The Licensee acknowledges ownership of the EQ-5D by the EuroQol Research Foundation.  
(b) The Licensee obtains no rights in the EQ-5D other than those rights expressly granted by this agreement.

## Warranties

10. The EQ-5D is provided as is and without warranties of any kind, including warranties of fitness for a particular purpose.



# Appendix A: CIHI EQ-5D Licence — Terms of Use

## Term and Termination

11. (a) The **Term** of this agreement begins on the Effective Date and ends on 28 February 2021 or when CIHI or the Licensee terminates the agreement in accordance with one of the following termination provisions, whichever comes first.
  - (b) If any of CIHI's rights in the EQ-5D are lost or challenged, CIHI may immediately terminate this agreement by providing the Licensee with notice.
  - (c) Either party may terminate this agreement for convenience by providing 30 days' notice to the other party.
  - (d) The Licensee will permanently delete or destroy all copies, including but not limited to partial copies, of the EQ-5D 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 EQ-5D after the termination or the end of the Term without CIHI's express, prior, written authorization.

## Notice

12. Notices between the parties and relating to 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 EQ-5D, 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 EQ-5D, 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.

## Data Collection

14. The Licensee will ensure it complies with applicable privacy laws in collecting data using the EQ-5D.

## Liability

15. Neither CIHI nor the EuroQol Research Foundation are 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 EQ-5D 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.



## Appendix A: CIHI EQ-5D Licence — Terms of Use

### **Indemnity**

16. The Licensee will indemnify CIHI and the EuroQol Research Foundation 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 EQ-5D.

### **General Provisions**

17. This agreement constitutes the entire agreement between the parties 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. A party's failure or delay to exercise a right or obligation under this agreement does not preclude the party from exercising the right or obligation later. The Licensee may not assign this agreement without CIHI's prior, express, written consent. This agreement may be amended only by the mutual agreement of the parties 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.

**-- End of agreement --**