



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), under the Canadian Institute for Health Information's (CIHI's) national licence for these instruments.

By using the OHS and/or OKS, 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 OHS and/or OKS.

The CIHI PROMs 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 for information on obtaining licences for these purposes.

Please complete the following information and submit to CIHI at 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."



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Use of the OHS and OKS	OHS	OKS
<p>Indicate the PROMs instruments required.</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>Indicate how patients will be completing the OHS and/or OKS.</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>If collecting electronically, specify vendor/software/platform that will be used or that are being considered.</p>		
<p>Language(s) for paper mode</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. 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 (**OHS**), and Oxford Knee Score questionnaire (**OKS**), both 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, contact proms@cihi.ca for licensing information.

CIHI has licensed the use of the OKS and OHS from their owner.

The Licensee

1. (a) This agreement is between CIHI and the Licensee. The **Licensee** is a Canadian publicly-funded, not-for-profit healthcare organisation, 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 PROMs Materials under this agreement.

Start of Term

2. The agreement is effective upon on the day of the first use of the Licensee of the PROMs Materials for any purpose (the **Effective Date**).

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:
 - a) Administering the paper versions of the OHS and OKS to patients in publicly-funded healthcare in Canada to assess hip and knee function of the Licensee's patients and informing clinical and health system decision-making and evaluation;



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- b) Administering the OHS and OKS via telephone to patients in publicly-funded healthcare 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.

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 the OHS, and/or the OKS. CIHI will invoice Licensee in respect of these fees and 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 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 or OKS data for government drug or technology approval processes;
 - (viii) Permit a medic or clinician previously debarred from practising to use the OHS or OKS; or
 - (ix) Depart from or modify any telephone script provided as part of the PROMs Materials.

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



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(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 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 and the OHS, each separately, and share those numbers with CIHI in accordance with a mutually-agreed schedule.

Trade-marks and Names

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

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

Ownership

9. (a) The Licensee acknowledges ownership of the OHS and OKS by Oxford University Innovation Limited, of the EQ-5D by the EuroQol Research Foundation, and 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.



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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 begins on the Effective Date and ends on 15 November 2022 or when CIHI or the Licensee terminate the agreement 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 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 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 authorisation.

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 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.

Data Collection

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



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Liability

15. Neither CIHI nor Oxford University Innovation Limited 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 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 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 only be amended 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 --