

PERMISSION FOR NON-COMMERCIAL USE OF THE OxCAP-MH WELL-BEING QUESTIONNAIRE

IMPORTANT NOTICE

- THE QUESTIONNAIRE IS INTENDED FOR USE IN THE HEALTHCARE SECTOR AND BY ACADEMICS CARRYING OUT RESEARCH AND NOT FOR USE BY PATIENTS OR OTHER CONSUMERS.
- AGREEMENT TO THESE TERMS OF USE IS NECESSARY FOR BEING GRANTED PERMISSION TO USE THE QUESTIONNAIRE.
- BY ACCEPTING THIS USER AGREEMENT YOU ARE ENTERING INTO AN AGREEMENT WITH THE AUTHORS OF THE OXCAP-MH ON THESE TERMS. WHERE YOU DO SO ON BEHALF OF YOUR COMPANY OR ORGANISATION, YOU ARE CONFIRMING THAT YOU HAVE AUTHORITY TO AGREE TO THESE TERMS OF USE AND TO ENTER INTO A CONTRACT WITH THE AUTHORS ON BEHALF OF THAT COMPANY OR ORGANISATION.
- PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE AGREEING TO THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD DISCONTINUE THE PROCESS.
- IF YOU HAVE ANY QUESTIONS ARISING OUT OF THESE TERMS OF USE, PLEASE SUBMIT YOUR QUESTION TO US BY EMAIL AT dhe@meduniwien.ac.at

GENERAL TERMS & CONDITIONS OF USE

1. Terms of Use

- 1.1 We the Authors of the Questionnaire hereby grant permission to the User make copies of the Questionnaire and to use the copies of the Questionnaire solely for non-commercial education, research and clinical patient care purposes as outlined in the completed Registration Form on the terms of this Agreement.
- 1.2 You will not adapt or modify the Questionnaire in any way and for the avoidance of doubt, you do not have the right to commercialise the Questionnaire in any manner.
- 1.3 The permissions granted does not carry any right for granting permissions to others to use the Questionnaire.

2. Translation

- 2.1 You are not permitted to make translations of the Questionnaire. If you wish to use a non-available language translation of the Questionnaire, you should contact us with details of the translation you require by email sent to dhe@meduniwien.ac.at. New language translations may be developed by you upon agreement with us in accordance with the following conditions:
 - 2.1.1 You acquired written permission from us to do so;
 - 2.1.2 The translation is translated from the original parent language as specified by us (which will normally be in the English language);
 - 2.1.3 The translation must be strictly in accordance with the document: “Translation and Linguistic Validation Process” (TLV Process), a copy of which will be provided by us upon request;
 - 2.1.4 Before putting the Questionnaire into use, you provide us with written confirmation of adherence of the translation to the TLV Process together with electronic (Microsoft Word or other format readily read by Microsoft Word) copies of the Questionnaire in final translated form.
 - 2.1.5 You may not deviate from the certified translation in your use of the translation;

- 2.1.6 You make no claim to the copyright in the translated Questionnaire and on request will assign the copyright in the translation free of any third party claims.
- 2.1.7 You may not make or use on a hand held device or via a web based platform an electronic version of the Questionnaire.

3. Electronic Versions

- 3.1 You may not make or use on a hand held device or via a web based platform an electronic version of the Questionnaire, an electronic Clinical Outcomes Assessment (an “eCOA”), except in accordance with the following conditions:
 - 3.1.1 You must first obtain our written permission;
 - 3.1.2 The eCOA must be created and implemented strictly in accordance with following our document: “Guide to ePRO Development” a copy of which is available on request;
 - 3.1.3 If the eCOA is web based then all users of the eCOA shall be subject to a registration system that controls and monitors use in accordance with procedures approved by us;
 - 3.1.4 You will make no claim to the copyright in the electronic version of the Questionnaire and will on request assign the copyright in the eCOA version of the Questionnaire free of any third party claims.

4. Intellectual Property

- 4.1 You agree that you shall not obtain any right, title or interest in or to the copyright or other intellectual property rights in respect of the Questionnaire other than as expressly granted to you under this User Agreement.
- 4.2 The authors of the Questionnaire have asserted their moral rights (under Sections 77 to 89 of the Copyright Designs and Patents Act 1988 in the United Kingdom and equivalent rights in the rest of the world). You must procure the waiver and release of any and all moral rights in any translations that you procure.
- 4.3 You must accurately reproduce the copyright notice in every copy of the Questionnaire (including all translations) that you make. The copyright notice must appear in the same place and as far as practicable in the same format as the notice placed by us on the document that we supply to you under the User Agreement.
- 4.4 You will acknowledge the authors in all publications resulting from work related to the User Agreement by referencing: Simon J, Anand P, Gray A, Rogkåsa J, Yeeles K, Burns T (2013) Operationalising the capability approach for outcome measurement in mental health research. *Social Science and Medicine*, 98: 187-196. You will also reference the relevant publications referring to the development and validation of the language version of the OxCAP-MH for which the permission to use was granted.
- 4.5 The data generated using the Questionnaires shall belong to the User and the Authors make no claim to this.
- 4.6 All other copyright and intellectual property rights that may be generated in connection with the User Agreement or your use of the Questionnaires including in respect of any permitted translations or eCOAs that are created, shall belong solely to the owners of the copyright in the OxCAP-MH, free of any third party claims. You shall enter into an assignment or other instrument as we may request (whether before or at any time after the end of the User Agreement) to enable the copyright owners to obtain the full benefit of this clause.

5. Warranties and Liability

- 5.1 The Questionnaires and associated material are provided on an ‘ at your own risk. No representations, conditions, warranties or other terms of any kind are given in respect of the Questionnaires and any associated material, and all statutory warranties and conditions are excluded to the fullest extent permitted by law.
- 5.2 Without affecting the generality of clause 5.1, we give no implied or express warranty and make no representation that the Questionnaires or any part of them:
- 5.2.1 will enable specific results to be obtained;
 - 5.2.2 meets a particular specification or is comprehensive within its field;
 - 5.2.3 is suitable for any particular, or the Licensee’s specific, purposes;
 - 5.2.4 will not cause any loss damage or injury;
 - 5.2.5 that it is of satisfactory quality; or
 - 5.2.6 does not or will not infringe third party rights.
- 5.3 Except for death or personal injury caused by our negligence or for fraud, our liability under the User Agreement whether arising in contract, or tort (including negligence) or arising in any other way for any direct or indirect loss excludes any liability for loss of profit, reputation, or business or opportunity and for any indirect or consequential loss or damage, even if any of these types of loss or damage were foreseeable when this User Agreement was made.
- 5.4 You irrevocably undertake not to make any claim against any employee, student, agent or appointee of ours, the Authors of the Questionnaire or the owners of the copyright in the Questionnaire, being a claim which seeks to enforce against any of them any liability whatsoever in connection with the User Agreement or its subject-matter.
- 5.5 You shall be responsible for all acts and omissions of your permitted use and you shall hold harmless and indemnify us from and against any claim, liability, loss or damage that we may suffer or incur arising out of any breach of the User Agreement or any negligent act or omission by you or your users.

6. General

- 6.1 **No Partnership** – Nothing in the User Agreement creates, implies or evidences any partnership or joint venture between you and us or the relationship of principal and agent. Neither party shall hold itself out as being the agent or representative of the other.
- 6.2 **Use of Name** – You hereby give us your consent to the use of your name and logo in advertising and marketing by us but your consent is limited to stating only that you are a user of the Questionnaire. In particular, we agree not to represent that you endorse the use of the Questionnaires for any purpose.
- 6.3 **Entire Agreement** – The User Agreement constitutes the entire agreement between you and us relating its subject matter to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are agreed in writing us. You warrant that you have not relied on any representation made by us or on our behalf that is not expressly set out in the User Agreement and waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by us fraudulently) in relation to any representation which is not specifically set out in these User Terms.
- 6.4 **Variation** — We reserve the right to modify or revise these User Terms at any time without prior notice to you but this shall not affect the terms and conditions of any User Agreement entered into with you before the modification or revision. You have no right to vary the User Agreement without our prior written consent.

- 6.5 **Waiver** - The failure to exercise or delay in exercising a right or remedy under the User Agreement by us shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies by us. No single or partial exercise of any right or remedy under the User Agreement by us shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 6.6 **Third Party Rights** –Except for the beneficiaries of the rights expressly granted to them under clause 5.4 of the User Agreement, no third party is intended to benefit from any rights under the User Agreement.
- 6.7 **Governing Law** - English Law governs the User Agreement and you hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising under or in connection with the User Agreement or its subject matter.

Privacy Statement

1. Introduction

This privacy statement sets out how the **Department of Health Economics from the Medical University of Vienna (hereafter: DHE)** uses and protects any information that you give **DHE** when you use this website.

DHE is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when registering for the use of the OxCAP-MH questionnaire, then you can be assured that it will only be used in accordance with this Privacy Statement.

DHE may change this policy from time to time by updating this page. Please check this page from time to time to ensure that you are happy with any changes. This policy is effective from **24th of May 2018**.

2. Legal basis for processing personal information

We collect personal information based on your consent.

3. Purpose of collecting personal information

We process personal information only for the purpose of administering the OxCAP-MH user agreement for the registered study.

4. What kind of personal information do we collect

For registering the use of OxCAP-MH in your study, we may require you to provide us with certain personal data, including:

- First and last name
- Title
- Affiliation
- Position
- Work address
- Phone number
- E-mail address

5. Registered study information

Although study related information is not personal information in general, DHE is aware of the confidential nature of the information and will protect study related information on the same level as personal information.

6. How do we protect personal information

DHE has taken appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing. These measures will ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of their implementation.

7. Third party

Your personal data will not be transferred to a third country or international organization.

8. Retention periods

Personal information processed for registering the use of OxCAP-MH will be stored for 10 years or as long as it is necessary to complete the services to the user if this is longer than 10 years.

9. Your rights

- Right of access: on request, we can provide you with a summary of the collected personal information and the reasons why we collected the information.
- Rectification: You have the right to have any inaccurate personal information about you rectified and, taking into account the purposes of the processing, to have any incomplete personal information about you completed.
- Right to withdraw consent: To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time.
- Right to erasure: On request, we will delete personal information (except in case of legal obligations).
- Right to lodge a complaint with a **supervisory authority** (Austrian data protection authority, Wickenburggasse 8, 1080 Wien)

If you have any questions about our privacy statement please contact: dhe@meduniwien.ac.at

10. Contact

You can reach us directly at the below mentioned addresses:

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Department of Health Economics

Center for Public Health

Kinderspitalgasse 15/1

1090 Wien

Tel: +43 (0)1 40160-34842

E-Mail: dhe@meduniwien.ac.at

You can reach our **data protection officer** at:

Spitalgasse 23

1090 Wien

Tel: +43 (0)1 40160-21410

E-Mail: datenschutz@meduniwien.ac.at