

USER-AGREEMENT

USE OF THE REVISED FIBROMYALGIA IMPACT QUESTIONNAIRE (FIQ-R) AND ITS TRANSLATIONS
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Date : !_!_! !_!_! !_!_!
 day month year

PART 1. LICENSEE DETAILS

LICENSEEName: *Please have the information type written*

LICENSEETitle:

Company :

Address :

Country :

Phone : Fax :.....

Email :

VAT number (if applicable):

Contact name if different from above: *Please have the information type written*

Contact Title:

Company :

Address :

Country :

Phone : Fax :.....

Email :

PART 2. CONTEXT OF FIQ-R USE

1. Individual clinical practice

- Expected duration of use: Indefinite or Number of years _____

2. Research study/project

• **Title:** _____

• **Disease or condition:** _____

• **Type of research:**

clinical trial - Phase II / Phase III

epidemiologic/observational

other:

• **FIQ-R used as primary end point:** yes no

• **Number of expected patients (total):**

• **Number of administrations of the questionnaire per patient:**

• **Length of the follow-up (if any) for each patient:**

_____ months

• **Planned study/project date:** start _____

month/year

end _____

month/year

• **Mode of administration:**

Paper

Electronic version

If electronic administration, please precise the type of medium:

- PDA

- Web-based

- CD / DVD

- Other (please precise):.....

3. Other project

• **Title:** _____

• **Disease or condition:** _____

• **Expected duration of use:** _____

• **Brief description of the project:**

.....
.....
.....

• **Presentation Format:**

Article

Book

Electronic version (please precise type of medium):

Other (please precise):

PART 3. PROJECT FINANCING (*tick the appropriate box*)

Not funded academic research/project, individual medical practice

Projects not explicitly funded, but funding comes from overall departmental funds or from the University or individual funds.

Funded academic research/project

Projects receiving funding from commerce, government, EU or registered charity.

Funded academic research- sponsored by industry- fits the "commercial study/project" category.

Commercial study/project

Industry, CRO, any for-profit companies

Grants / Sponsoring from (if any) (*name of the governmental/foundation/company or other funding/sponsoring source*):

.....

PART 4. TRANSLATIONS

Please indicate in which language(s) and for which country(ies) the **FIQ-R** is needed:

<i>Language:</i>	<i>For use in the following country</i>	<i>Language:</i>	<i>For use in the following country</i>	<i>Language:</i>	<i>For use in the following country</i>
<i>e.g. English</i>	<i>USA</i>				
<i>e.g. Spanish</i>	<i>USA</i>				

Note: The FIQ-R translation(s) may not be available in the country required or may not have undergone a full linguistic validation process.

Please check availability and status of translations with MAPI Research Trust.

If not available in the language(s) required, a Linguistic Validation must be undergone.

PART 5. USER AGREEMENT

On behalf of Dr Robert Bennett & Dr Ronald Friend (“the OWNERS”), copyright owners of the FIQ-R, MAPI Research Trust grants LICENSEE the non-exclusive, non-transferable right to use the FIQ-R in the countries listed in Part 4 (TRANSLATIONS) above, subject to the following terms, conditions, and only upon signature of this agreement by LICENSEE:

1. Ownership, Copy and Use Restrictions

1.1 Ownership of Intellectual Property

LICENSEE acknowledges that Dr Robert Bennett & Dr Ronald Friend (the "OWNERS"), are the owners of all intellectual property rights in and to the FIQ-R, including all copyright in the FIQ-R and in all derivative works, including but not limited to existing and future translations of the FIQ-R, and as such hold the unfettered right to use, reproduce and exploit the FIQ-R and all of its translations, throughout the world.

LICENSEE is required to place the OWNERS’ copyright notice “FIQ-R © Robert M Bennett & Ronald Friend 2009, All rights reserved” on all copies of the FIQ-R distributed or used by LICENSEE.

1.2 No modification

LICENSEE shall not modify, abridge, condense, adapt, recast, transform or create a derivative work of the FIQ-R in any manner or form, including but not limited to any minor or significant change in wording, formatting or organization in the FIQ-R, without the prior written agreement of the OWNERS of the FIQ-R.

1.3 No translation

LICENSEE shall not translate the FIQ-R, without the prior written agreement of the OWNERS. For any new translation of the FIQ-R, a Translation Agreement shall be signed with MAPI Research Trust.

In the context of commercial studies or any project funded by the pharmaceutical industry, the translation work must be coordinated by the Linguistic Validation Department of MAPI Institute.

1.4 No reproduction

LICENSEE shall not reproduce the FIQ-R except for the limited purpose of generating sufficient copies for use in the clinical investigations stated hereunder, all such copies shall include the copyright notice of the OWNERS.

In no other event shall LICENSEE distribute copies of the FIQ-R to third parties that are outside the scope of the defined study by sale, rental, lease, lending, or any others means, or publish copies of the FIQ-R without the prior written agreement of the OWNERS of the FIQ-R and MAPI Research Trust.

1.5 Publication

In case of publication in an article or in a book, LICENSEE shall:

- Cite the reference publication: Bennett, R, Friend, R, Jones, K et al. The Revised Fibromyalgia Impact Questionnaire (FIQR): validation and psychometric properties Arthritis Res Ther. 2009; 11(5): 415.
- Insert the authors’ copyright: “FIQ-R © Robert M Bennett & Ronald Friend 2009, All rights reserved”
- Mention the following information: “FIQ-R contact information and permission to use: MAPI Research Trust, Lyon, France. E-mail: PROinformation@mapi-trust.org – Internet: www.mapi-trust.org and <http://www.figr.info/>”
- Not include a clean copy of the Questionnaire. If the inclusion of the Questionnaire is necessary, LICENSEE shall include the following note: “Sample copy – Do not use without permission” and the OWNERS’s copyright notice in the background of the page.

- Submit the last version of the publication to MAPI Research Trust before distribution for approval and to check that the above-mentioned requirements have been respected.
- Provide a copy of the article, poster, presentation or book to MAPI Research Trust.

1.6 E-Application

In case of e-application of the Questionnaire in clinical trial and practice, LICENSEE shall:

- Cite the reference publication: Bennett, R, Friend, R, Jones, K et al. The Revised Fibromyalgia Impact Questionnaire (FIQR): validation and psychometric properties Arthritis Res Ther. 2009; 11(5): 415.
- Insert the OWNER's copyright notice on all pages/screens on which the FIQ-R will be presented: "FIQ-R © Robert M Bennett & Ronald Friend 2009, All rights reserved"
- Mention the following information: "FIQ-R contact information and permission to use: MAPI Research Trust, Lyon, France. E-mail: PROinformation@mapi-trust.org – Internet: www.mapi-trust.org and <http://www.figr.info/> ”
- Submit the screenshots of all the Pages where the FIQ-R appears to MAPI Research Trust before release for approval and to check that the above-mentioned requirements have been respected.

2. License Fees

2.1 Royalty fees (OWNERS)

The use of the FIQ-R in commercial studies involving “for-profit” organizations is subject to the following royalty fees payable to MAPI Research Trust on behalf of the OWNERS:

- 1000 Euros per protocol/application and per questionnaire plus an additional 500 Euros per available language version (original version and translated versions).

2.2 Processing Fees (MAPI Research Trust)

- The use of the FIQ-R in commercial studies involving “for-profit” organizations is subject to a distribution fee payable to MAPI Research Trust, of an amount of 700 (seven hundred) Euros per study/project plus an additional 300 (three hundred) Euros per existing language version supplied.
- The use of the FIQ-R in funded academic research is subject to a distribution fee payable to MAPI Research Trust, of an amount of 300 (three hundred) Euros per study/project plus an additional 50 (fifty) Euros per existing language version supplied.
- The use of the FIQ-R in non funded academic research and individual clinical practice is free of charge.

2.3 Invoicing

Upon execution of this Agreement, MAPI Research Trust shall promptly provide LICENSEE with a definitive invoice, and LICENSEE shall pay the invoice within thirty (30) days of the date indicated on the invoice.

The questionnaire and requested translations shall only be delivered to LICENSEE upon either receipt of payment or proof of payment (in the form of a copy of the check or wire transfer details) of all due fees.

3. Provision of Data

All data, results and reports obtained by or prepared in connection with, the authorized use of the FIQ-R shall remain the property of the LICENSEE.

4. Infringement

If, at any time during the term of this agreement, LICENSEE learns of any infringement by a third party of any intellectual property rights in connection with the FIQ-R, LICENSEE shall promptly notify MAPI Research Trust. MAPI Research Trust shall notify the OWNERS of such infringement who may at their discretion decide to institute or not institute proceedings against the infringing party.

5. Confidentiality

All and any information related to the FIQ-R 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.

6. Use of name

It is agreed that MAPI Research Trust shall not disclose, whether by the public press or otherwise, LICENSEE's Company name or LICENSEE's name (if LICENSEE is not a company), to any third party except to the OWNERS.

LICENSEE shall not use the name of the OWNERS in any public announcements, publicity or advertising with respect to the subject matter of this Agreement without prior written approval of the OWNERS.

7. Copy to the OWNERS / OWNERS Third Party Beneficiaries

It is understood that a copy of this User Agreement may be provided to the OWNERS, and that the OWNERS shall be third party beneficiaries of this Agreement and that as such, the OWNERS shall have the right to enforce against LICENSEE for the OWNERS' benefit, the obligations and covenants of the LICENSEE which are included for the OWNERS' benefit in this Agreement.

8. Liability

8.1 In case of breach of contract

In the event of total or partial breach by MAPI Research Trust of any of its obligations hereunder, MAPI Research Trust's liability shall be limited to the direct loss or damage suffered by LICENSEE as a result of such breach and shall not include any other damages such as consequential damages, loss of profit and operating losses. LICENSEE acknowledges that the OWNERS shall not have any liability to LICENSEE in the event of any breach by MAPI Research Trust of any of its obligations under this Agreement.

8.2 In the scope of the use of the FIQ-R

Under no circumstances may the OWNERS or MAPI Research Trust be held liable for direct or consequential damage resulting from the use of the FIQ-R or for consequences resulting from the use of the FIQ-R.

8.3 In the event of non-renewal of this Agreement

In the event of non-renewal of this Agreement by MAPI Research Trust for any cause or failure by MAPI Research Trust to conclude a new agreement with LICENSEE upon the expiry of this Agreement, neither MAPI Research Trust, nor the OWNERS will have any liability for payment of any damages and/or indemnity to LICENSEE.

9. Term and Termination

This Agreement shall be effective as the date of its signature by LICENSEE and shall continue until expiry of the term of the study/project referred to in PART 2 (CONTEXT OF FIQ-R USE) of the present Agreement.

Either party may terminate this Agreement immediately upon providing written notice to the other party in the event of:

- the other party's unexcused failure to fulfil any of its material obligations under this Agreement
- or
- 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 MAPI Research Trust may retain in its possession confidential information it acquired from LICENSEE relating to the FIQ-R during the term of this Agreement.

10. Assignment

This Agreement and any of the rights and obligations of LICENSEE are personal to the LICENSEE and cannot be assigned or transferred by LICENSEE to any third party or by operation of law, except with the written consent of MAPI Research Trust and the OWNERS.

11. Separate Agreement

This Agreement shall apply only to the study/project as referred to and defined in PART 2 (CONTEXT OF FIQ-R USE) above. The use of the FIQ-R in any additional study/project of the LICENSEE will require a separate agreement and the payment of related distribution and royalty fees.

12. Entire Agreement, Modification, Enforceability

This Agreement contains the entire agreement between LICENSEE and MAPI Research Trust and cancels and supersedes all prior agreements, oral or written, between the parties 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 with the written permission of the OWNERS and the failure by either party hereto to enforce any or all of the provision(s) of this Agreement 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.

13. Governing law

This Agreement is made in and shall be governed by and interpreted in accordance with the substantive laws of France, without regard to conflicts of laws.

14. Forum

Any controversy arising under this Agreement if litigated, shall be adjudicated in the court of the competent jurisdiction in Lyon, France, notwithstanding the plurality of defendants or claim in warranty, even in the event of emergency procedures or protective procedures, and the parties hereby submit to the exclusive jurisdiction of such court.

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by its duly authorised representative as of the date written above.

AGREED

<p>LICENSEE's Signature (handwritten): _____ Title: _____ Company/Organisation: _____ _____ Date: _____</p>	<p>Company/Organisation Stamp (if applicable):</p>
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