User Agreement for “WHOQOL-100” and/or WHOQOL-BREF and related materials

This agreement is between the World Health Organization ("WHO") and ___________________________. WHO hereby grants the User a nonexclusive, royalty-free license to use the World Health Organization Quality of Life Questionnaire and/or related materials (hereafter referred to as “WHOQOL-100” or “WHOQOL-BREF”) in User’s study outlined below. The term of this User Agreement shall be for a period of 1 year, commencing on ___________________.

The approved study for this User Agreement is:

| Study Title | |
| Principal Investigator | |
| Sample characteristics | |
| Sample size | |
| Treatment Intervention | |
| Total number of assessments | |
| Assessment time points | |
| “WHOQOL-100” or WHOQOL-BREF version – Please specify language version(s) you would like to receive. | |
| Other measures | |

This User Agreement is based upon the following conditions:

1. User shall not modify, abridge, condense, translate, adapt, recast or transform the WHOQOL-100 or BREF in any manner or form, including but not limited to any minor or significant change in wording or organization, or administration procedures, of the WHOQOL-100 or BREF. If User thinks that changes are necessary for its work, or if translation is necessary, User must obtain written approval from WHO in advance of making such changes.

2. User shall not reproduce WHOQOL-100 or BREF, except for the limited purpose of generating sufficient copies for its own uses and shall in no event distribute copies of the WHOQOL-100 or BREF to third parties by sale, rental, lease, lending, or any other means. In addition, User agrees that it will not use the WHOQOL-100 or BREF for any purpose other than conducting studies as specified above, unless agreed in writing by WHO. In any event, the WHOQOL-100 or BREF should not be used for research or clinical purposes without prior written authorization from WHO.
3. User agrees to provide WHO with an annual update regarding activities related to the WHOQOL-100 or BREF.

4. User agrees to provide WHO with a complete copy of User’s raw data and data code books, including the WHOQOL-100 or BREF and any other instruments used in the study. This data set must be forwarded to WHO upon the conclusion of User’s work. While User remains the owner of the data collected in User’s studies, these data may be used in WHO analyses for further examining the psychometric properties of the WHOQOL-100 or BREF. WHO asserts the right to present and publish these results, with due credit to the User as the primary investigator, as part of the overall WHOQOL-100 or BREF development strategy.

5. WHO shall be responsible for preparing and publishing the overall WHOQOL-100 or BREF results under WHO copyright, including:
   a. the overall strategy, administrative set-up and design of the study including the instruments employed;
   b. common methods used by two or more Users;
   c. the data reported from two or more Users;
   d. the comparisons made between the data reported from the Users;
   e. the overall findings and conclusions.

6. User shall be responsible for publications concerning information developed exclusively by User and methods employed only by User. Publications describing results obtained by User will be published in User’s name and shall include an acknowledgement of WHO. User agrees to send to WHO a copy of each such paper prior to its submission for publication.

7. WHO may terminate this User Agreement at any time, in any event. Should WHO terminate this User Agreement, User shall immediately cease all use of the WHOQOL100 or BREF and destroy or return all copies of the WHOQOL-100 or BREF. In the event of such termination, all other collateral materials shall be destroyed and no copy thereof shall be retained by User. Notwithstanding the return or destruction of the WHOQOL-100 or BREF and its collateral materials, User will continue to be bound by the terms of this User Agreement.

8. It is understood that this User Agreement does not create any employer/employee relationship. User and its affiliates are not entitled to describe themselves as staff members of WHO. User shall be solely responsible for the manner in which work on the project is carried out and accordingly shall assume full liability for any damage arising therefrom. No liability shall attach to WHO, its advisers, agents or employees.
Please confirm your agreement with the foregoing by signing and returning one copy of this letter to WHO, whereupon this letter agreement shall become a binding agreement between User and WHO.

WHO:

[Signature]

Dr. Somnath Chatterji
Health Statistics and Health Information Systems (HSI)
World Health Organization
Avenue Appia
Geneva 27
CH 1211 Switzerland

Date:

USER:

By: ______________________
Title: ______________________
Institution: ______________________
Address: ______________________
                                      ______________________
Date: ______________________