

CHINESE SHARED MEDICAL DECISION MAKING QUESTIONNAIRE® SURVEY USER AGREEMENT

CHINESE (TRADITIONAL) VERSION

(We will send you the questionnaire after receiving your application form, please email it to mdecisionlab@gmail.com)

This Agreement is between Medical Decision Science Laboratory Lab. ("MDSL"), with offices at No. 110, Section 1, Jianguo North Road, Research Building, Floor 3, Chung-Shan Medical University, South District, Taichung City, Taiwan and _____ (User"). MDSL hereby grants User a nonexclusive, limited license to use: (1) the Chinese Shared Medical Decision Making Questionnaire ("CSMDMQ®") in an approved format and (2) the documentation for administering and scoring the CSMDMQ® ("Basic Scoring Algorithms") in studies of

_____ based upon the following conditions:

1. User shall not modify, abridge, condense, translate, adapt, recast, or transform the CSMDMQ® or the Basic Scoring Algorithms in any manner or form, including but not limited to any minor or significant change in wording or organization of the CSMDMQ®;
2. User shall not reproduce the CSMDMQ® or the Basic Scoring Algorithms except for the limited purpose of generating sufficient copies for its own uses. User shall in no event distribute copies of the CSMDMQ® or the Basic Scoring Algorithms to third parties by sale, license, lease, lending, or any other means (whether or not a fee is charged) or reproduce or transmit the CSMDMQ® or Basic Scoring Algorithms on a computer network, Intranet, or Internet server. In addition, User agrees it will not use the CSMDMQ® for any purpose other than conducting studies of _____ unless agreed upon by MDSL in writing;
3. User shall not state or imply that MDSL, any of its affiliates, employees, directors, agents or research staff has/have interpreted, approved, or endorsed the use of, or the results of, the CSMDMQ® by User, without the prior express, written approval of MDSL;
4. The CSMDMQ® and the Basic Scoring Algorithms may be revised from time to time. User shall have the right to continue to use a superseded version of the CSMDMQ® and the Basic Scoring Algorithms in connection with any then on-going project or study in which such superseded versions have been utilized and user agrees to identify and label the form used according to guidelines provided by MDSL;
5. User shall not (i) take any action which would destroy or diminish the rights of MDSL or the Medical Outcomes Trust ("MOT") in the CSMDMQ® trademark; (ii) use the CSMDMQ® trademark, or any mark or names confusingly similar thereto, for any purpose not authorized in writing by MDSL; and (iii) User otherwise agrees to cooperate with MDSL and the MOT in preserving the goodwill in the CSMDMQ® trademark.

MDSL may terminate this User Agreement any time in the event user breaches any term of the User Agreement. Should MDSL terminate this User Agreement, User shall immediately cease all use of the CSMDMQ® and the Basic Scoring Algorithms and shall destroy or return all unused copies of the CSMDMQ® to MDSL. MDSL retains all rights in the CSMDMQ® and the Basic Scoring Algorithms, including but not limited to all rights under copyright and trademark, not expressly licensed hereunder.

This User Agreement shall be construed and enforced in accordance with the domestic substantive laws of the Taiwan without regard to any choice or conflict of laws, rule or principle that would result in the application of the domestic substantive law of any jurisdiction. The rights and obligations of the parties set forth above are subject to all R.O.C. law and regulation. Neither party shall be entitled to exercise rights granted to it hereunder if such exercise would violate any applicable state or R.O.C. law or regulation. In addition, no party shall be liable to the other party or to any third person for its breach of this Agreement if such party's satisfaction of its obligation hereunder would put such party in violation of any such R.O.C. law or regulation.

FORMAT: Standard or Alternate Approved (copy attached)

Medical Decision Science Laboratory

USER:

BY:

BY (Print):

Chi-Chang Chang, Ph.D.

BY (Signature):

Principal Investigator & Director
Medical Decision Science Laboratory

TITLE:

DATE:

ORGANIZATION:

ADDRESS:

DATE:

CSMDMQ® BACKGROUND INFORMATION

Date: _____
Month Day Year

CONTACT

Name: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: _____ Fax: _____

E-mail: _____

SUMMARY OF THE STUDY

Title: _____

Disease or disorder: _____

Name of sponsor: _____

Type of research: Clinical Trial Economic Epidemiologic Psychometric Validation

Quality of life as primary end point: Yes No Number of expected patients (total): _____

Planned study date: start _____ end _____
month / year month / year

Number of administrations: _____ Length of follow-up (if any): _____ months

Number of countries involved: _____ *specify which country:*

- TAIWAN
- China
- North Korea
- Malaysia
- United Kingdom

- Japan
- Thailand
- Viet
- Indonesia
- United States

- Singapore
- South Korea
- Hong Kong
- Philippines
- Australia

Other: _____