



# University of Washington

Seattle, Washington

## School of Public Health

Seattle Quality of Life Group  
Department of Health Services  
University of Washington, Box 359455  
Seattle, Washington 98195-9455

Tel: (206) 685-6530  
Fax: (206) 616-3135  
E-mail: seaqol@u.washington.edu

Thank you for your interest in the Obesity and Weight-Loss Quality of Life – Instrument and the Weight Related Symptom Measure (OWL-QOL and WRSM instrument (US English version) and manual). All of the statistics used in developing the measures are contained in the User's Manual.

The cost for an electronic copy of the user's manual is \$500 for private (for-profit) use, \$200 for public (not-for-profit) use, and free for students. There is no per use charge. Translations of the OWL-QOL and WRSM instrument cost \$100 each in addition to the cost of the user manual (no reductions on translations for students). Only electronic copies are available.

To order the OWL-QOL and WRSM Manual, please complete the order form and user agreement and fax or mail with a purchase order, wire transfer, check, or money order drawn on **US dollars** and made out to the **University of Washington** with OWL-QOL and WRSM **manual** in the memo field to:

Attn: Instrument Distribution Coordinator  
University of Washington, Department of Health Services  
Box 359455  
Seattle, Washington, USA 98195-9455  
Phone: (800) 291-2193  
Fax: (206) 616-3135

Although this information isn't required, we would also appreciate a short description of how you plan to use the instrument (also on the attached order form). The information would be used to enhance the effectiveness of future instruments or revisions.

Sincerely,  
Instrument Dissemination Coordinator

### OWL-QOL and WRSM - ORDER FORM

|                              |                   |                    |                           |
|------------------------------|-------------------|--------------------|---------------------------|
| Name                         |                   | Title/Organization |                           |
| Address                      |                   |                    |                           |
|                              |                   |                    |                           |
| Phone                        | Fax               | E-mail             | Web Site URL              |
| Study Name                   | Sample Population | Estimated Size     | Estimated Completion Date |
| Brief Description of Project |                   |                    |                           |

# Pricing Information

**Unit Price** (*Manual, US English Instrument, Scoring Program*)

- \$500.00 private (for-profit) institutions
- \$200 public\* (not-for-profit) institutions \*appeals for pricing reduction can be made
- \$0 students\* (must submit proof of current registration/identification)

## **Translations**

(see Available translations below)

\$100.00 each x \_\_\_\_\_ #translations=\$\_\_\_\_\_

Sub-total: \$\_\_\_\_\_

## **International Wire transfer**

\$25 charge for wire transfers

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## **Total**

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## **Available translations** (please indicate with √ translations needed)

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Afrikaans              | <input type="checkbox"/> French (Belgium)      | <input type="checkbox"/> Latvian              | <input type="checkbox"/> Spanish (Chile)         |
| <input type="checkbox"/> Arabic (Lebanon)       | <input type="checkbox"/> French (Canadian)     | <input type="checkbox"/> Lithuanian           | <input type="checkbox"/> Spanish (Colombia)      |
| <input type="checkbox"/> Croatian               | <input type="checkbox"/> French (France)       | <input type="checkbox"/> Malay                | <input type="checkbox"/> Spanish (Costa Rica)    |
| <input type="checkbox"/> Czech                  | <input type="checkbox"/> French (Switzerland)  | <input type="checkbox"/> Malay (Singapore)    | <input type="checkbox"/> Spanish (Dom. Republic) |
| <input type="checkbox"/> Danish                 | <input type="checkbox"/> German                | <input type="checkbox"/> Mandarin (China)     | <input type="checkbox"/> Spanish (Ecuador)       |
| <input type="checkbox"/> Dutch                  | <input type="checkbox"/> Finnish               | <input type="checkbox"/> Mandarin (Hong Kong) | <input type="checkbox"/> Spanish (Guatemala)     |
| <input type="checkbox"/> Dutch (Belgium)        | <input type="checkbox"/> German (Austria)      | <input type="checkbox"/> Mandarin (Malaysia)  | <input type="checkbox"/> Spanish (Mexico)        |
| <input type="checkbox"/> English (Australia)    | <input type="checkbox"/> German (Switzerland)  | <input type="checkbox"/> Mandarin (Singapore) | <input type="checkbox"/> Spanish (Peru)          |
| <input type="checkbox"/> English (Canada)       | <input type="checkbox"/> Greek                 | <input type="checkbox"/> Mandarin (Taiwan)    | <input type="checkbox"/> Spanish (Puerto Rico)   |
| <input type="checkbox"/> English (Jamaica)      | <input type="checkbox"/> Hebrew                | <input type="checkbox"/> Norwegian            | <input type="checkbox"/> Spanish (USA)           |
| <input type="checkbox"/> English (Malaysia)     | <input type="checkbox"/> Hungarian             | <input type="checkbox"/> Polish               | <input type="checkbox"/> Spanish (Venezuela)     |
| <input type="checkbox"/> English (New Zealand)  | <input type="checkbox"/> Icelandic             | <input type="checkbox"/> Portuguese (Brazil)  | <input type="checkbox"/> Swedish                 |
| <input type="checkbox"/> English (South Africa) | <input type="checkbox"/> Italian               | <input type="checkbox"/> Portuguese           | <input type="checkbox"/> Tagalog                 |
| <input type="checkbox"/> English (Philippines)  | <input type="checkbox"/> Italian (Switzerland) | <input type="checkbox"/> Russian              | <input type="checkbox"/> Thai                    |
| <input type="checkbox"/> English (UK)           | <input type="checkbox"/> Japanese              | <input type="checkbox"/> Slovak               | <input type="checkbox"/> Turkish                 |
| <input type="checkbox"/> Finnish                | <input type="checkbox"/> Korean                | <input type="checkbox"/> Spanish (Argentina)  | <input type="checkbox"/> Ukrainian               |

# USER AGREEMENT

Conditions for use of Obesity and Weight Loss Quality of Life Instrument (OWLQOL) and Weight-Related Symptom Measure (WRSM) including all translations

Date: \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

## CONTACT INFORMATION

Name: \_\_\_\_\_

Agency/University/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Full Address: \_\_\_\_\_  
\_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## SUMMARY OF STUDY

- Title:
- Disease or disorder:
- Type of research
- Primary outcome measure or end point:
- Design:
- Number of expected respondents (total):
- Number of expected administrations of the questionnaires per respondent:
- Length of the follow-up (if any):
- Planned study date:
- Name of the funder:
- Other questionnaires used in the study:

• **Number of countries/language versions involved:**

|                                 |                             |                          |                             |
|---------------------------------|-----------------------------|--------------------------|-----------------------------|
| Argentina (Spanish)             | <input type="checkbox"/> 1  | Malaysia (Chinese)       | <input type="checkbox"/> 34 |
| Australia (English)             | <input type="checkbox"/> 2  | Malaysia (English)       | <input type="checkbox"/> 35 |
| Austria (German)                | <input type="checkbox"/> 3  | Malaysia (Malay)         | <input type="checkbox"/> 36 |
| Belgium (Dutch)                 | <input type="checkbox"/> 4  | Mexico (Spanish)         | <input type="checkbox"/> 37 |
| Belgium (French)                | <input type="checkbox"/> 5  | Netherlands (Dutch)      | <input type="checkbox"/> 38 |
| Brazil (Portuguese)             | <input type="checkbox"/> 6  | New Zealand (English)    | <input type="checkbox"/> 39 |
| Bulgaria (Bulgarian)            | <input type="checkbox"/> 7  | Norway (Norwegian)       | <input type="checkbox"/> 40 |
| Canada (English)                | <input type="checkbox"/> 8  | Peru (Spanish)           | <input type="checkbox"/> 41 |
| Canada (French)                 | <input type="checkbox"/> 9  | Philippines (English)    | <input type="checkbox"/> 42 |
| Chile (Spanish)                 | <input type="checkbox"/> 10 | Philippines (Tagalog)    | <input type="checkbox"/> 43 |
| China (Chinese)                 | <input type="checkbox"/> 11 | Poland (Polish)          | <input type="checkbox"/> 44 |
| Colombia (Spanish)              | <input type="checkbox"/> 12 | Portugal (Portuguese)    | <input type="checkbox"/> 45 |
| Costa Rica (Spanish)            | <input type="checkbox"/> 13 | Puerto Rico (Spanish)    | <input type="checkbox"/> 46 |
| Croatia (Croatian)              | <input type="checkbox"/> 14 | Russia (Russian)         | <input type="checkbox"/> 47 |
| Czech Republic<br>(Czech)       | <input type="checkbox"/> 15 | Singapore (Chinese)      | <input type="checkbox"/> 48 |
| Denmark (Danish)                | <input type="checkbox"/> 16 | Singapore (Malay)        | <input type="checkbox"/> 49 |
| Dominican Republic<br>(Spanish) | <input type="checkbox"/> 17 | Slovakia (Slovak)        | <input type="checkbox"/> 50 |
| Ecuador (Spanish)               | <input type="checkbox"/> 18 | South Africa (Afrikaans) | <input type="checkbox"/> 51 |
| Finland (Finnish)               | <input type="checkbox"/> 19 | South Africa (English)   | <input type="checkbox"/> 52 |
| France (French)                 | <input type="checkbox"/> 20 | South Korea (Korean)     | <input type="checkbox"/> 53 |
| Germany (German)                | <input type="checkbox"/> 21 | Spain (Spanish)          | <input type="checkbox"/> 54 |
| Greece (Greek)                  | <input type="checkbox"/> 22 | Sweden (Swedish)         | <input type="checkbox"/> 55 |
| Guatemala (Spanish)             | <input type="checkbox"/> 23 | Switzerland (French)     | <input type="checkbox"/> 56 |
| Hong Kong (Chinese)             | <input type="checkbox"/> 24 | Switzerland (German)     | <input type="checkbox"/> 57 |
| Hungary (Hungarian)             | <input type="checkbox"/> 25 | Switzerland (Italian)    | <input type="checkbox"/> 58 |
| Iceland (Icelandic)             | <input type="checkbox"/> 26 | Taiwan (Chinese)         | <input type="checkbox"/> 59 |

|                        |                             |                     |                             |
|------------------------|-----------------------------|---------------------|-----------------------------|
| Israel (Hebrew)        | <input type="checkbox"/> 27 | Thailand (Thai)     | <input type="checkbox"/> 60 |
| Italy (Italian)        | <input type="checkbox"/> 28 | Turkey (Turkish)    | <input type="checkbox"/> 61 |
| Jamaica (English)      | <input type="checkbox"/> 29 | UK (English)        | <input type="checkbox"/> 62 |
| Japan (Japanese)       | <input type="checkbox"/> 30 | Ukraine (Ukrainian) | <input type="checkbox"/> 63 |
| Latvia (Latvian)       | <input type="checkbox"/> 31 | US (English)        | <input type="checkbox"/> 64 |
| Lebanon (Arabic)       | <input type="checkbox"/> 32 | US (Spanish)        | <input type="checkbox"/> 65 |
| Lithuania (Lithuanian) | <input type="checkbox"/> 33 | Venezuela (Spanish) | <input type="checkbox"/> 66 |

Other 31, please specify\_\_\_\_\_

**IMPORTANT REMARK: THE OWLQOL AND WRSM MAY BE USED IN THE ABOVE MENTIONED INVESTIGATIONS WHEN THE FOLLOWING AGREEMENT IS COMPLETED AND SIGNED BY “USER”.**

**FOR ANY TRANSLATIONS OF THE OWLQOL AND WRSM REQUIRED BUT NOT INCLUDED IN THE LIST ABOVE, PLEASE CONTACT MONA MARTIN AT HEALTH RESEARCH ASSOCIATES, INC. AT THE FOLLOWING ADDRESS:**

**HRA, Inc.  
6505 216th St. SW., Ste 105  
Mountlake Terrace, WA 98043**

**Tel: (425) 775-6565  
Fax: (425) 775-6734  
Email: [hra@hrainc.net](mailto:hra@hrainc.net)  
Web: [www.hrainc.net](http://www.hrainc.net)**

# USER AGREEMENT

« \_\_\_\_\_(Person, University, Company) » referred hereinafter as « User » wishes to use the **OWLQOL AND WRSM** in the above mentioned versions.

The UNIVERSITY OF WASHINGTON distributes the **OWLQOL AND WRSM** and its translations.

Therefore, User and UNIVERSITY OF WASHINGTON agree as follows:

## 1. UNIVERSITY OF WASHINGTON's obligations

UNIVERSITY OF WASHINGTON shall deliver the original **OWLQOL AND WRSM** and/or the translations requested by "User" subject to the following conditions:

- The translations requested are available, and
- The present agreement is duly completed and signed by "User"

## 2. "User"'s obligations

### 2.1 No modification

"User" shall not modify, abridge, condense, adapt, recast or transform the **OWLQOL AND WRSM** in any manner or form, including but not limited to any minor or significant change in wordings or organization in **OWLQOL AND WRSM**, without the prior written agreement of UNIVERSITY OF WASHINGTON, which agreement shall not be unreasonably withheld or delayed.

### 2.2 No translation

"User" shall not translate **OWLQOL AND WRSM**, without the prior written agreement of **Dr. Donald Patrick**.

### 2.3 No reproduction

"User" shall not reproduce the **OWLQOL AND WRSM** except for the limited purpose of generating sufficient copies for use in investigations stated hereunder and shall in no event distribute copies of the **OWLQOL AND WRSM** to third parties by sale, rental, lease, lending, or any other profit-making means.

## 2.4. Publication

In case of publication of study results, “User” shall cite (1) Patrick DL, Bushnell DM, Rothman M (2004). Performance of Two Self Report Measures for Evaluating Obesity and Weight Loss. *Obesity Research*, 12(1), pp. 48-57. in reference section of the publication. (New publications may be added and older ones deleted).

## 2.5 Provision of data

All data, results and reports obtained by, or prepared in connection with the **OWLQOL AND WRSM** shall remain the User’s property. However, UNIVERSITY OF WASHINGTON may request the User to share data, results and reports obtained through the use of the **OWLQOL AND WRSM**, which request User can accept or reject in its sole and unfettered discretion. UNIVERSITY OF WASHINGTON shall ensure the anonymisation of such data at three levels, by the removal of: any patient identification, any university or company identification and any therapy name. UNIVERSITY OF WASHINGTON will classify and reorganize such anonymous data and therefore, shall hold all intellectual property rights regarding these data when and if submitted to the data pool.

UNIVERSITY OF WASHINGTON may provide such reorganized data to third parties, for analysis in education, research, consulting, and specifically for the evaluation of cross-cultural equivalence and development of reference values for this **OWLQOL AND WRSM** or for any other similar project.

## 2.6 Payment

### 2.6.1 *Royalty fees (DR. DONALD PATRICK)*

The use of the **OWLQOL AND WRSM** is free of author’s royalty fees.

### 2.6.2 *Distribution fees (UNIVERSITY OF WASHINGTON)*

The use of the **OWLQOL AND WRSM** in studies is subject to a distribution fee payable to UNIVERSITY OF WASHINGTON. This fee includes provision of a user manual, instrument and scoring program

The use of the **OWLQOL AND WRSM** in research conducted by private (for-profit) institutions is subject to a \$500 fee, public (non-profit) institutions are subject to a \$200 fee, plus \$100 per language version requested.

The use of the **OWLQOL AND WRSM** in non-funded academic research by students is subject to a \$50 fee for the instruments and user manual, plus \$25 per language version requested. Appeals for pricing reduction can be made to the instrument coordinator.

### 2.6.3 *Invoicement*

For the use of the **OWLQOL AND WRSM**, at the time of execution of this agreement, “User” shall pay an amount of 500 dollars for private use, 200 dollars for public institution, or 50 for student use for general and administrative expenditures, plus 100 dollars per language version (25 dollars for students or

researchers in developing countries) and “User” shall pay such invoice within thirty (30) days of the date of this agreement.

### 3. Copyright Infringement

The **OWLQOL AND WRSM** was developed by Donald L. Patrick, Ph.D. at The University of Washington. Health Research Associates conducted the preliminary fieldwork and participated in the development of the instruments. Donald L. Patrick holds copyright over the OWLQOL AND WRSM and all its present and future translations. Each new translation will be made available to third parties once it is available, through UNIVERSITY OF WASHINGTON, under the conditions described in the present document.

If, at any time during the term of this agreement, « User » learns of any infringement by a third party of any Intellectual Property Rights in connection with the **OWLQOL AND WRSM**, « User » shall promptly notify UNIVERSITY OF WASHINGTON. UNIVERSITY OF WASHINGTON shall notify such infringement to **Authors. Authors** will decide to institute or not proceedings against the infringing party.

### 4. Confidentiality

All and any information related to the **OWLQOL AND WRSM** 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. Likewise, any information provided by User to Authors relating to this Agreement, including information provided in this Agreement, shall be treated 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.

## 5. Use of name

It is agreed that UNIVERSITY OF WASHINGTON shall not disclose, whether by the public press or otherwise, the name of “**User’ or institution**”, to any third party to this agreement except to the copyright holder(s) of the **OWLQOL AND WRSM**.

## 6. Liability

### 6.1 In case of breach of contract

In the event of total or partial breach by UNIVERSITY OF WASHINGTON of any of its obligations hereunder, UNIVERSITY OF WASHINGTON’s liability shall be limited to the direct loss or damage (excluding loss of profit and operating losses) suffered by “User” as a result of such breach and shall not include any other damages and particular consequential damages.

### 6.2 In the scope of the use of the “Questionnaire”

Under no circumstances may **Authors** or UNIVERSITY OF WASHINGTON be held liable for direct or consequential damage resulting from the use of the **OWLQOL AND WRSM**.

### 6.3 In the event of non-renewal of this Agreement

In the event of non-renewal of this Agreement by UNIVERSITY OF WASHINGTON for any cause or failure by UNIVERSITY OF WASHINGTON to conclude a new agreement with “User” upon the expiry of this Agreement, UNIVERSITY OF WASHINGTON will have no liability for payment of any damages and/or indemnity to “User”.

## 7. Term and termination

This agreement shall be effective as the date of its signature by “User” and shall continue for a term of 10 (ten) years at least or until the term of the study above mentioned in SUMMARY OF THE STUDY.

Either party may terminate this Agreement immediately upon providing written notice to the other party in the event of: (a) the other party’s unexcused failure to fulfil any of its material obligations under this Agreement or (b) upon the insolvency or bankruptcy of, or the filing of a petition in bankruptcy or similar arrangement by the other party. User may terminate this Agreement for any reason upon 90 days written notice.

Upon expiration or termination of this Agreement UNIVERSITY OF WASHINGTON may retain in its possession confidential information it acquired from **OWLQOL AND WRSM** while under contract. The obligations which by their terms survive termination, include, without limitation, the applicable ownership, confidentiality and indemnification provisions of this Agreement, shall survive termination.

## 8. Assignment

This Agreement and any of the rights and obligations of “User” are personal to the “User” and cannot be assigned or transferred by “User” to any third party or by operation of law, except with the written consent of UNIVERSITY OF WASHINGTON notified to “User”.

## 9. Separate Agreement

This Agreement holds for the above mentioned study only. The use of the **OWLQOL AND WRSM** in any additional study of the “User” will require a separate agreement **without additional fees, unless significant updates have been added to the user manual (new edition, etc.).**

## 10. Entire Agreement, Modification, Enforceability

The entire agreement hereto is contained herein and this Agreement cancels and supersedes all prior agreements, oral or written, between the parties hereto 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 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.

## 11. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any disputes will be adjudicated first through the UNIVERSITY OF WASHINGTON and subsequently through courts in the State of Washington.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorised representatives as of the date first above written.**

| <b>User/University/Company:</b> | <b>UNIVERSITY OF WASHINGTON</b> |
|---------------------------------|---------------------------------|
| Name:                           | Name:                           |
| Title:                          | Title:                          |
| Signature:                      | Signature:                      |
| Date:                           | Date:                           |