

CHARTER FOR USE OF THE SCORAD TOOL IN CLINICAL STUDIES

You asked for the SCORAD Tool in the framework of clinical studies. The SCORAD© and PO-SCORAD© trademarks are registered trademarks and should be differentiated from the SCORAD Tool as such. You are hereby authorised to use these terms alone or in association with other terms subject to complying with the terms and conditions for which provision is made by the present Charter.

In this context, you hereby refrain from harming the integrity of the SCORAD Tool in the framework of clinical studies.

1. DEFINITION

- 1.1 Clinical Study:** a study indicated in the form sent to the Association Centre Nantais De Recherches Appliquées aux Affections Cutanées (CNRAAC)
- 1.2 SCORAD Index:** the score established by the SCORAD Tool on the basis of grading notified by healthcare professionals
- 1.3 PO-SCORAD Index:** the score established by the SCORAD Tool on the basis of grading indicated directly by patients
- 1.4 Manufacturer:** company undertaking searches for implementation of new healthcare products
- 1.5 SCORAD Tool:** tool used to grade symptoms of eczema which produces the SCORAD Index or the PO-SCORAD Index developed and approved in 1990 by a panel of experts, the *European Task Force of Atopic Dermatitis*

2. OBJECT OF THE CHARTER

The present Charter defines the terms and conditions in which the SCORAD© and PO-SCORAD© trademarks and the SCORAD Tool may be used in the framework of clinical studies.

3. LICENCE FOR USE OF THE SCORAD AND PO-SCORAD BRANDS

The CNRAAC Association grants you a non-exclusive, personal and non-transferrable licence for use of the SCORAD® and PO-SCORAD® trademarks in all European Union countries for a term of ten years and solely for the purpose of the Clinical Study (hereinafter referred to as the “Licence”).

This Licence is granted for a sole and unique natural person or legal entity. Consequently, if you should intervene in the name and on behalf of a third party, the Licence is solely conferred in the name and on behalf of said third party.

This Licence is conferred subject that the SCORAD Tool be used in strict respect of limitative criteria indicated in the journal: *Dermatology* 1993;186: 23-31¹ and so as to protect its integrity. This means that you guarantee that the SCORAD Tool as used in the Clinical Study does not undergo any modification to its initial formula.

You are hereby authorised to undertake all reproduction and representation of the SCORAD® and/or PO-SCORAD® trademarks, insofar as these are required or used in the Clinical Study and that the indication © is added.

This right of use of the SCORAD® and/or PO-SCORAD® trademarks may not be sold or transferred to any third party or sold as a licence or granted as a pledge.

Any modification, addition or removal of any element of the SCORAD® and/or PO-SCORAD® trademarks should be the object of prior written consent of the CNRAAC Association.

Use of the SCORAD® and/or PO-SCORAD® trademarks should comply with regulations applicable in countries in which they are used.

You hereby undertake as follows:

- to register the terms SCORAD and/or PO-SCORAD or any similar trademark in France and abroad whether for services and/or products which are identical, similar or different to those indicated under said trademarks ;
- to register the SCORAD® and/or PO-SCORAD® trademarks or any other similar sign as a company or domain name, in France and abroad ;
- to use the SCORAD® and/or PO-SCORAD® trademarks or any other similar sign as a commercial or brand name in France and abroad.

¹ 31 “Severity Scoring of Atopic Dermatitis: The SCORAD Index. Consensus Report of the European Task Force on Atopic Dermatitis “



The present Licence does not allow you to offer, or commission, whether directly or indirectly, any training, presentation or demonstration concerning the SCORAD Tool.

You hereby acknowledge that any use of the SCORAD® and/or PO-SCORAD® trademarks for which provision is not made in the present Licence notably constitutes counterfeit.

The Association Centre Nantais De Recherches Appliquées aux Affections Cutanées is bound by a guarantee against counterfeit, pursuant to French legislation and case law, with the exclusion of any other guarantee.

You hereby undertake to immediately notify us of any infringement to the SCORAD® and/or PO-SCORAD® trademarks about which you become aware.

Only the holder of said trademarks will take a decision to launch legal proceedings against the person guilty of counterfeit. You may intervene in the legal action taken by the holder at your own risk and peril.

4. INTEGRATION OF THE SCORAD TOOL IN A SOFTWARE PROGRAM

If you should wish to integrate the SCORAD Tool in any software program, third party application or more widely in any IT program, you should first seek express written consent of the CNRAAC Association at the address indicated under article 8 of the present Charter.

5. FINANCIAL TERMS AND CONDITIONS

The Licence is conferred to Manufacturers in return for a fixed-rate licence of one thousand five hundred (1,500) euros per language version of the SCORAD Tool.

The Licence is conferred free of charge to not-for-profit bodies or people where the SCORAD Tool is used in the framework of academic research or clinical research sponsored by grants.

6. LIABILITY

In the event of default in respect of the present Charter, in particular default in respect of the SCORAD Tool integrity, the CNRAAC Association may inform the scientific community if it wishes to make a declaration as to the results of the Clinical Study, notwithstanding any other right of redress.

Moreover, the CNRAAC Association may withdraw, at any time, the authorisation to use the SCORAD® and/or PO-SCORAD® trademarks.

This should be immediately followed by performance and all measures should be taken immediately so as to remove the SCORAD© and/or PO-SCORAD© trademarks of which the right of use is withdrawn from all documents over which they may appear in any format whatsoever.

You are liable towards the CNRAAC Association and third parties for the use that you make of the SCORAD Tool and the SCORAD© and/or PO-SCORAD© trademarks. You hereby guarantee clients that your use of the SCORAD Tool and the SCORAD© and/or PO-SCORAD© trademarks complies with the provisions set forth herein.

In such instance as any of the trademarks should be declared as invalid by any legal decision, and disappear, you may not claim any compensation or reimbursement of amounts which you have already paid for use of the SCORAD© and/or PO-SCORAD© trademarks.

7. MISCELLANEOUS OBLIGATIONS

You hereby undertake to comply with regulations applicable in terms of data protection at the time of collection and processing personal patient data. You hereby undertake to respect and ensure respect of the present Charter by your staff and/or employees and/or collaborators.

8. CONTACT INFORMATION

For any question concerning use of the SCORAD Tool for performance of the clinical studies, you can contact Professor Jean-François Stalder at the following address:

Association Centre Nantais De Recherches Appliquées aux Affections Cutanées
Clinique Dermatologique C.H.U.
Place A. Ricordeau
44035 Nantes Cedex 01

Or

poscorad@gmail.com

9. APPLICABLE LAW AND JURISDICTIONAL CLAUSE

The present Charter is governed by French legislation. Any dispute pertaining to performance of the present Charter will be subject to the French courts, notwithstanding any provision to the contrary.

AVAILABLE TRANSLATIONS SCORAD/POSCORAD

Arabic
(Bengali**)
Bulgarian*
Brazilian Portugese
Chinese (Mandarin**)
Chinese (Cantonese**)
Czech
Danish
Dutch
English
French
German
Greek
(Gujarati**)
Hebrew
(Hindi**)
Hungarian
Icelandic*
Italian
Japanese
(Kannada**)
Korean
(Malayalam**)
(Marathi**)
Norvegian*
Polish
Portugese
(Punjabi**)
Russian*
Spanish
(Tamil**)
(Telugu**)
(Urdu**)
Ukranian*
Vietnamise

** Translation planned or in progress

** Translation available on paper version only