Bruyère Deprescribing Guidelines Research Team Guideline Translation Agreement

Bruyère Research Institute, Ottawa, Canada deprescribing@bruyere.org

This Translation Agreement is made between the Bruyère Deprescribing Guidelines Research Team of the Bruyère Research Institute (BRI) and [Party B] ("the User".)

This agreement gives [Party B] permission to translate [document] ("the Materials") into [language] according to the conditions listed below. This document serves as a summary of, and addendum to, the *Creative Commons Attribution-NonCommercial-ShareAlike 4.9 International Public License*. A full copy of this license is available in English at [https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode]. A [language] copy is available at [URL.] Should anything in this document conflict with the conditions detailed in the above Creative Commons license, the conditions of the Creative Commons license will take precedence.

Conditions of Use

- 1. The User will follow the Translation Procedures listed at the bottom of this document.
- 2. The User will not reproduce and/or share the Materials (including algorithms, infographics, videos, and patient pamphlets) for commercial purposes. Doing so will automatically terminate the User's rights to use or share the Materials. Examples of commercial purposes include:
 - a. charging money to use or copy the Materials; the Materials must be shared free-ofcharge
 - including the Materials in a textbook, brochure, newsletter, drug information service, electronic medical record system, or mailing list which people or organizations must pay money to access

If you are unsure whether your planned use is commercial, please contact deprescribing@Bruyere.org for clarification. A separate Licensing Agreement is available if you are interested in the commercial use of the Materials.

- 3. The User will use the template which will be provided by BRI. This is to make sure that all versions of the Materials maintain a consistent appearance.
- 4. This agreement only grants permission to translate [document] into [language.] Other translations and/or modifications of other Materials require an additional agreement.
- **5.** The User will not modify the Materials beyond the agreed-upon translation.
 - a. Alterations are permitted if they are necessary for the effective use of the Materials (e.g. reformatting the Materials for website, video, or slide show.) Alterations of this nature do not require a *Modification Agreement*. If you are unsure whether the modification(s) you wish to make are acceptable under these terms, please contact BRI for clarification at deprescribing@bruyere.org.

- **b.** Modifications may be necessary to bring the Materials into agreement with local drugavailability or locally-used units of measurement; if this is the case, please submit an application to make these modifications using the *Modification Agreement*.
- **c.** Materials may not be cropped, rearranged, or undergo any other alteration which alters the integrity of the data or removes attribution information.
- **6.** The User will not remove attribution information, copyright, or the Creative Commons designation and icon from the Materials. On the algorithms, infographics, and patient information documents, this information is found in the blue box located on the bottom-left of the documents. This box may under no circumstances be removed.
- 7. The User may not include their own branding (such as logos or other graphics) in the Materials. Only the original logos may appear on the Materials.

Sharing

All secondary users of the translated Materials are entitled to the same rights of use as the User. The User cannot place any conditions on the use or distribution of the Materials that are not already contained in the Creative Commons license.

Attribution

The template provided contains a blue box in the lower-left corner; this information must go through the same translation process as the rest of the Materials. Nothing should be added or removed from this box.

This box contains:

- 1. The copyright notice, Creative Commons notice, and Creative Common information icon
- 2. Identification of the publication supporting the content of the Materials.
- 3. The email address and website address for the Bruyère Deprescribing Guidelines Research Team

The template also contains a second box labelling the Materials as translated and containing the name of the translating individual, group, or organization as well as link to the original Materials (see below for example.)

October 2018: Algorithm translated into German by Johann Schmidt, School of Pharmacy, University of Maf, Germany, in accordance with the Bruyère Deprescribing Guidelines Research Team's Translation Policy. Original materials available at https://tinyurl.com/yag638uz.

BRI will provide the wording for this box.

Bruyère Research Institute, Ottawa, Canada deprescribing@bruyere.org

Fees

Final incorporation of the approved translated material into the BRI template can be done in 2 ways:

Option A: (No cost) Once translation is approved by BRI, a blank, coloured template including logos will be provided for you to populate with translated material. BRI will approve the final version.

Option B: (\$75 fee) Once translation is approved by BRI, the BRI team will populate the template and provide it to you. See Appendix for details.

Intellectual Property and Moral Rights

BRI retains all rights to produce, reproduce, modify, adapt, and distribute the modified Materials. BRI also reserves the right to deny permission for modifications that would alter or impact the meaning, intention, clarity, or consistency of the Materials.

Disclaimer

BRI offers the Materials "as is" and "as available." This means that the User accepts the Materials in their present form, including any potential faults or errors which may not be immediately apparent.

BRI cannot be held liable for any damages resulting from the use or application of the Materials.

Termination of Use

In the event of any violation of this Terms of Use, the User's rights of use will be automatically terminated. Party A may reinstate the User's right of use if the violation(s) is/are corrected within a reasonable period of time.

Translation Procedure

- 1. Contact BRI and inform them which algorithm, patient pamphlet or infographic you are interested in translating. This can be done by e-mailing deprescribing@bruyere.org
- 2. Read and return a signed, scanned copy of the *Translation Agreement*. BRI will forward you a draft greyscale template for you to use during the drafting process once the agreement forms have been received.
- 3. Identify two (2) professional translators; one will conduct the forward translation and the second will conduct the backward translation. NOTE: the translator conducting the backwards translation should not be provided with the original English-language Materials.
- 4. Conduct the forward translation; ensure that the translation process includes the copyright and attribution information. If the medications listed in the Materials need to be modified to reflect local availability (eg if a medication is not available in your country) please contact BRI and you will be sent a *Modification Agreement* to complete and submit.
- 5. Conduct the backwards translation.
- 6. Send the backward translation to BRI without review or modification for evaluation of its quality and accuracy. The team will provide feedback and may request revisions to the translation.
- 7. Conduct the necessary revisions and forward your final draft by email to BRI.

Bruyère Deprescribing Guidelines Research Team *Guideline Modification Agreement*

Bruyère Research Institute, Ottawa, Canada deprescribing@bruyere.org

- a. If you have selected Option A (as outlined above under 'Fees') BRI will then provide you with the official template for you to populate with your translation. This template includes all required logos, formatting, and licenses. Please return to Bruyère for final approval.
- b. If you have selected Option B, BRI will complete the template population. BRI will then send you the final lay-out of the Materials as well as your invoice.
- 8. If you have chosen to populate the template yourself, please provide BRI with copies of your final Materials.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITION OF THE BRUYÈRE DEPRESCRIBING GUIDELINES TRANSLATION AGREEEMENT.

PRINT NAME:	
SIGNATURE:	DATE:
CONTACT INFORMATION:	
Affiliation:	
Email address:	
Phone number:	
BRI Agreement Administrator	
PRINT NAME:	POSITION:
SIGNATURE:	DATE:

Bruyère Deprescribing Guidelines Research Team *Guideline Modification Agreement*

Bruyère Research Institute, Ottawa, Canada deprescribing@bruyere.org

APPENDIX: FEES

1. Description of Services	
BRI will provide the following services:	
- Populate official BRI template	
2. Breakdown of Fees	
Population of official BRI template CND75.00	
I AGREE TO PAY CND75.00 TO THE BRUYÈRE DEPRESCRIBING RESEARCH TEAM FOR SERVICES REND	ERED
AS DETAILED ABOVE.	
PRINT NAME:	
SIGNATURE: DATE:	