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NATIONAL INSTITUTE FOR HEALTH

AND CARE EXCELLENCE

ProQuest LLC Provider Licence

For the

**NICE Electronic and Print Content
Framework Agreement**

**LOT 2**

**FOR THE PROVISION OF**

**Databases – Lot 2**

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1. Introduction

This Provider Licence must be used when placing an Order for the supply of Databases – Lot 2 under Lot 2 of the NICE Electronic and Print Content Framework Agreement.

The Provider Licence is specific to ProQuest’s supply of Databases under Lot 2. It must be used in conjunction with the “Order Terms & Conditions” and any Annexes to form the whole Agreement.

All terms in this Provider Licence must not be altered and are non-negotiable. Where additional terms are agreed these should be set out in Annex SEVEN: “Additional Terms” of the “Order Terms & Conditions”. These additional terms must not conflict with, or materially change, the terms in:

* + 1. the “Terms and Conditions of Contract for NICE Electronic and Print Content” and any Annexes”; AND
		2. the “Order Terms & Conditions” and any Annexes, AND
		3. this Provider Licence.
1. Defined Terms

In this Agreement the words and expressions below will be interpreted to have the meanings adjacent to them: The following definitions should be read in conjunction with those set out in the “Order Terms & Conditions”:

|  |  |
| --- | --- |
| “Third Party Systems” | means, online services utilised by Authorised Users to discover and access the Licensed Materials; |

[Guidance Note to Purchasing Authorities and Providers: Enter text “Not Used” if no definitions to be added in this section. The clause numbering should remain the same as the original document.]

1. Contact Details

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1. Service Usage

**Authorised Users** may, in accordance with the terms of this Licence:

* + 1. search, view, retrieve and display the Licensed Materials;
		2. electronically save individual (where relevant for content type) articles, pages or chapters, short passages, figures and/or tables from or items of the Licensed Materials for personal use for as long as required;
		3. electronically export to reference management software individual Bibliographic Data and / or Abstracts of the Licensed Materials for personal use only;
		4. print off an individual copy, or parts of (where relevant for content type) single articles, topics, pages or chapters from the Licensed Materials;
		5. distribute parts of the Licensed Materials in print or electronic form to other Authorised Users. For the avoidance of doubt, this shall include the distribution of a copy for teaching purposes to each individual Authorised User at the Authorised User’s institution;
		6. copy, paste and publish the Bibliographic Data and Abstracts of the Licensed Material(s) for non-authenticated access for Authorised Users. Each item copied and published shall carry appropriate acknowledgement of the source, listing title and copyright owner;

The Purchasing Authority and its Authorised users may incorporate link resolving software at their authorised organisations to access the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.

Subject to any restrictions provided by the publisher(s) and specified in the Licensed Materials, the Purchasing Authority or Authorised Users may, subject to any Prohibited Uses set out in this Licence fulfil occasional requests from non-commercial libraries to supply to an Authorised User of another library within the same country as the Purchasing Authority a copy of an individual document being part of the Licensed Materials for inter library loans (“ILL”). Such supply by the requesting non-commercial library must be for the purposes of research or private study and not for Commercial Use. For the avoidance of doubt, requests for ILL is deemed to be where the loan is not carried out in a manner or magnitude that would replace the recipients’ own subscription to the Licensed Materials.

Except as expressly permitted in this Provider License, the Purchasing Authority and its Authorised Users shall not:

* + 1. translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest’s software;
		2. remove any copyright and other proprietary notices placed upon the database service (“Service”) or any materials retrieved from the Service by ProQuest or its licensors;
		3. circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
		4. use the Service to execute denial of service attacks;
		5. perform automated searches against ProQuest’s systems (except for non-burdensome federated search services), including automated “bots,” link checkers or other scripts;
		6. provide access to or use of the Services by or for the benefit of any unauthorised school, library, organisation, or user;
		7. publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
		8. use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
		9. text mine, data mine or harvest metadata from the Service;
		10. communicate or redistribute materials retrieved from the Service; or
		11. download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.

Pursuant to clause 4.4, this excludes the use by the Purchasing Authority and Authorised Users at their authorised organisations, who may incorporate link resolving software to access the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.

The Purchasing Authority shall:

* + 1. use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Service and / or Licensed Materials from unauthorised use or other breach of this Licence;
		2. use reasonable endeavours to monitor compliance with this Licence and immediately upon becoming aware of any unauthorised use or other breach, inform the Provider. The Provider shall grant the Purchasing Authority 30 days to rectify such unauthorised use or other breach. The Purchasing Authority shall take all reasonable and appropriate steps to locate and attempt to stop individuals who are abusing the Service and thereafter take action, both to ensure that such activity ceases and to prevent any recurrence. If the breach is not rectified, the Provider shall have rights to terminate the Agreement.

Nothing in this Licence shall make the Purchasing Authority liable for breach of the terms of the Licence by any Authorised User provided that the Purchasing Authority did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

1. Service Availability

The Provider will:

* + 1. provide notification of an Incident within 02 hours of incident occurring and provide a point of contact for response to Incidents; Details are: <http://www.proquest.com/company/support-landing.html> ;
		2. upload new issues or editions to the Server(s) within 06 working days of receipt of content from the publisher;
		3. provide access to new issues or editions no later than the day of upload to Server;
		4. ensure the Provider's Service to be available via the Provider’s or third Party’s Service interface (the “native interface”), 24 hours per day 7 days per week 365 days per year: 99.8% compliance excluding problems beyond Publisher’s control and with the exception of scheduled or routine maintenance;
		5. measure availability / non-availability of the Service at an agreed frequency: monthly;
		6. measure availability / non-availability of the Service of their Service Availability calculation: 100% compliance to the Service Availability Calculation as set out the Providers Licence;
		7. provide notification for scheduled maintenance to agreed timescales: At least 05 working days’ notice and / or at time of licensing: ProQuest schedules planned maintenance during the time of least ProQuest usage: beginning at 9:00 p.m. Pacific Time Saturday night. Customers most often receive notification at least two weeks in advance, including the date/time and intended duration of the outage;
		8. fix and restore Service as a result of an Incident to an agreed timeframe: For priority 2 incidents defined as Medium function or service affected with restricted availability and some customer impact, customers will be notified in 2 hours;
		9. provide a report of any Incident occurrence to an agreed timeframe: Report to be supplied no more than 07 working days after Incident resolution;
		10. upload full text content to the Server within 06 working days of receipt of content from publishers. Most full-text content is uploaded and available within the ProQuest Platform within 24hrs of receipt from the publisher;
		11. maintain full text content size of database(s): Full text component of database(s) not reduced by more than 10% annually;
		12. provides a benchmark with which to measure full text content removal: Baseline measurement based on number of full text journal titles at licensing. Reviewed on an annual basis.
1. Service Access

The Provider will:

* + 1. enable access for Authorised Users to the Service and Licensed Materials via the national Access and Identity Management System (AIMS). Currently the national AIMS system is EduServ OpenAthens with which ProQuest LLC is fully compliant;
		2. make the Licensed Materials compliant with OpenURL Link Resolver standards;
		3. provide title information to Link Resolver and A-Z list vendors to include as a minimum: Volume, issue, start page, journal linking key;
		4. support Security Assertion Mark-up Language (SAML): Provider is registered as a live entity in the OpenAthens Federation;
		5. have in place a regular procedure for the refresh of Authorised Users records for the Eduserv OpenAthens service – provided monthly;
		6. have policies and procedures are in place to work closely with Eduserv to implement OpenAthens changes:
			1. Provider adheres to action notifications / action requirements sent out by Eduserv for the OpenAthens service;
			2. Provider supports Eduserv delivery and access via OpenAthens authentication through a main point of contact on all service and support needs;
			3. registers the main point of contact (named person, dedicated email and telephone number) in either the OpenAthens Federation Manager;
		7. support dispersed users working on an NHS network and outside of it: When registering or via the PQ admin module, each library can assign IP addresses or ranges to their institutional account. Users recognized as coming from those IP addresses or ranges are automatically authenticated, and are passed seamlessly to ProQuest when they use the appropriate link;
		8. be fully OpenURL compliant. Additionally, ProQuest are able to provide custom title lists to the national link resolver of choice;.
		9. provide data changes to agreed frequency for Link Resolver KnowledgeBase(s): ProQuest provides updates to all major suppliers of link resolvers on a timely basis;
		10. provide WAYfless URL for journals and books to title of URL: WAYFless URLs are available at the cross-search, product, journal and article levels;
		11. have policies and procedures are in place to notify the nationally commissioned Link Resolver service of changes:
			1. supports the national Link Resolver and Knowledge Base delivery through a main point of contact on all service and support needs;
			2. provides at least 08 (eight) weeks’ notice (in advance of the changes becoming active) of changes to Provider’s platform linking schemes, such as changes to title or article level links;
		12. ensures permanent access for content purchased in perpetuity: Content is delivered via the ProQuest platform. For perpetual access a continuing service fee (CSF) is paid. In the event that the platform or any alternative becomes unavailable, content purchased in perpetuity can be delivered to the customer.
1. Technical

The Provider will ensure full compliance with the following technical standards:

* + 1. Service and content is available and accessible on either Port 80 (for world wide web) or Port 443 (https);
		2. Service works with full functionality on IE 9 and above and is fully supported;
		3. Service works with partial functionality on IE 6, 7, 8.

The Provider will ensure partial compliance with the following technical standards:

* + 1. Partially complies with : <https://www.gov.uk/service-manual/user-centred-design/accessibility>
		2. Partially complies with: <https://www.w3.org/standards/webdesign/>
		3. Partially complies with: <http://www.iso.org/iso/catalogue_detail.htm?csnumber=52075>

The Provider will deliver content through mobile and digital devices: The ProQuest platform has a fully responsive interface that makes it unnecessary to use alternative websites or apps to use the products hosted upon it. Users can search, view and save content from ProQuest databases on smartphones and tablets. Libraries can point users to the ProQuest platform using a single link that will detect the user’s device.

The Provider will enable content to be discoverable through a variety of search options, such as native interface, NICE Evidence Search Healthcare Databases Advanced Search (HDAS), local portals, intranets, library management systems and Resource Discovery Systems.

The Provider will provide downloadable MARC records with functionality to download MaRC records with embedded Order data, including frequency of publication and estimated date of publication.

1. User Support

The Provider will:

* + 1. provide a point of contact for helpdesk and support services. Details are: <http://www.proquest.com/company/support-landing.html>;
		2. respond to Complaints within 1 working day and have an action time based on agreement;
		3. respond to General Enquiries within 2 working days;
		4. resolves and close General Enquiries received within an agreed timeframe: 95% of all General Enquiries resolved within 18 working days;
		5. have a standard procedure in place to notify purchasers of any duplication of content purchases within the same organisation;
		6. offer training and education programmes to support usage.
1. Service Notifications

The Provider will:

* + 1. Provide notification of any anticipated material or substantial native interface changes (e.g. major redesign), or any significant change to users’ navigation of the native interface, within agreed timeframes via customer communications including but not limited to direct contact, blog or website posts and emails.
		2. Provide notification of any significant change which may result in an adverse effect on Authorised Users access to or use of the Licensed Materials within agreed timeframes (30 days prior).

Provide notification of the withdrawal of Goods / Licensed Materials per the following Title Removal Policy: ProQuest have an agreement in place with publishers regarding Title Removal, which occurs on cycle, twice yearly, at the end of semesters in June and December—with the exception of publisher-driven removals if necessary, in between or off-cycle. In many cases, publishers will agree to hold removal until end June or December ‘on cycle’ removal schedule, unless there is good reason to remove immediately, in which case we advise affected customers and offer them a solution. We cannot guarantee a 14 day notice period because the off cycle removal ‘exceptions' are driven by publishers, not ProQuest. Customer Notification: For on cycle titles coming out of subscription, we run usage reports to identify all affected accounts, and notify customers about 30 days in advance so that they may purchase titles with usage via other ProQuest models, if available. We strive to avoid having any of our subscription customers or their patrons to lose access without ample notice.

Provide a clear schedule to set out the update frequency for content sources within aggregated databases, including the download of a title list which includes as a minimum: Titles (Name, Issues, Volumes, ISSN / eISSN); Years available for A&I and full text; and Frequency of update p.a.. All such information can be downloaded from within the ProQuest platform, via the admin module or from within each product. Frequency is reliant on individual publisher.

Provides notification of new content additions to agreed timescales: ProQuest’s first portal notification ([www.proquest.com/go/contentupdate-hlthmed](http://www.proquest.com/go/contentupdate-hlthmed)) provides updates for ProQuest Health and Medical only; we’ll iteratively roll out the remainder of our collections and subject areas, with science and technology collections planned next. The current web page offers, and future pages will offer, a “Notify Me” link that allows subscribers to receive e-mail notification whenever new coverage information is available. We’ll also provide a separate quarterly communication (either blog or e-mail).

1. Service Reporting

The Provider will:

* + 1. attend contract and service review meetings at an agreed frequency, at least annually;
		2. provide a regular contract management / service report to agreed timescales, at least annually;
		3. provide or facilitate the collection of monthly usage and statistical data, which are COUNTER 4 compliant and by 21st of the month, which are available through ProQuest’s administration module for self-service;
		4. provide details of the number of Gold Open Access articles published in relation to the total number of articles published in the Licensed Materials: annually via platform interface for individual members;
		5. provide number of Open Access journals published in the Licensed Materials: annually via platform interface for individual members.
1. Measurement & Related Payment

The Provider reserves the right at any time to withdraw the whole, a part or parts of the Licensed Materials for which it no longer retains the right to publish or provide, or which it has reasonable grounds to believe infringes Copyright or is defamatory, obscene, unlawful or otherwise objectionable. In the event of the withdrawal of the whole of the Licensed Materials under this clause 11.1, the Provider will refund that part of Fee paid for the remaining un-expired portion of the Term (proportional to the amount of the Licensed Materials / Goods unavailable).