

NATIONAL INSTITUTE FOR HEALTH

AND CARE EXCELLENCE

**NICE Electronic and Print Content Agreement**

**LOT 1: Health & Social Care Content (HSCC)**

**Licence Agreement**

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1. Introduction
   1. The Health & Social Care Content (HSCC) Licence Agreement (the HSCC Licence) must be used by the Purchasing Authority when placing an Order in Lot 1: Content Supply: Health & Social Care Content (HSCC) Licence (NICECF/HSCC/01) for electronic Content Resources.
   2. The HSCC Licence is specific to Lot 1 and only electronic Content Resources from Providers appointed to Lot 1 can be purchased with the HSCC Licence. A full list of appointed Providers can be found at: https://www.evidence.nhs.uk/framework/nicefa [
   3. The HSCC Licence must be used in conjunction with:
      1. The “Order Terms & Conditions” and any Annexes;
   4. Subject to clause 2.6 of the “Order Terms & Conditions” and for the avoidance of doubt, all terms in the HSCC 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 “Order Terms & Conditions” and any Annexes, OR
      2. the “Health & Social Care Content (HSCC) Licence”.
   5. Where any clauses referred to in this HSCC Licence are not relevant to the Content Resource(s) purchased, the text of these clauses should be removed and replaced with the term “NOT USED”. The clause numbers must however remain as per the original document.
   6. Guidance Notes [highlighted in yellow] are provided throughout this document.
2. Defined Terms
   1. In this HSCC Licence , the words and expressions below will be interpreted to have the meanings adjacent to them:

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| “Abstract” | means, a short summary that provides all the major points of a journal article or publication; |
| “Appendices” | means any appendices to the HSCC Licence; |
| “Bibliographic Data” | means, the information needed to identify and retrieve a publication, to include items like author, title, publisher, place of publication, publication date, journal title, volume and part number, keywords of relevance to the Licensed Materials. |
| “Citation Link Resolver & Knowledge Base service” | means, a service which enables users to take citations (typically from searches against abstracting and indexing database) and direct users to 3rd party full text content they are eligible to access. |
| “Commercial Use” | means, use for the purposes of monetary reward (whether by or for the Purchasing Authority or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Purchasing Authority from Authorised Users, nor use by the Purchasing Authority or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use; |
| “Fee” | means, the fee set out in Annex THREE: Price Schedule to the “Order Terms & Conditions”; |
| “General Enquiries” | means, all 1st line or 2nd line support queries sent to the Provider for resolution that does not concern an Incident or critical query regarding any Order or term of this HSCC Licence; |
| “KPI” | means Key Performance Indicator(s) that are metrics used to quantify the performance of the Provider and monitor the Providers adherence to the Service Level Agreement(s) as set out in clauses 10 “Service Standards & Associated Service Level Agreements, Key Performance Indicators and Technical Requirements”; |
| “Open Access” | means, Open Access publishing, which provides free online access to peer-reviewed research. Open Access aims to make the findings of academic research available electronically, immediately, without charge and free from most copyright or licensing restrictions. |
| “Provider’s Service” | means, the Provider’s provision of the technical infrastructure and functionality to access and use the Service and / or the Licensed Materials, pursuant to and in accordance with the Agreement, as detailed in the Specification; |
| “Secure Network” | means, a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users; |
| “Server(s)” | means, either the Provider’s server(s) or a third Party server(s) designated by the Provider, on which the Licensed Materials are mounted and may be accessed; |
| “the Service” | means the Licensed Materials and the Provider’s Service, pursuant to and in accordance with the Agreement, as detailed in the Specification; |
| “Service Availability” | means, the Service is available so that Authorised Users can search and access the Licensed Materials via a Provider’s or third Party’s Service (the “native interface” or “supplier interface”), 24 (twenty-four) hours per day 07 (seven) days per week 365 (three hundred and sixty five) days per year, excluding scheduled or routine maintenance; |
| “SLA” | means, Service Level Agreement(s), a formal negotiated agreement between two Parties that sits within this HSCC Licence that records the common understanding about the Service Standards or Service objectives which the Provider is required to achieve in the performance of the HSCC Licence, details of which are contained in clauses 10 “Service Standards & Associated Service Level Agreements, Key Performance Indicators and Technical Requirements”; |
| “Service Standards” | means, the expected standards and objectives for the Service; |
| “Walk In Users” | means persons who are not an Authorised User, but who are permitted to access the Purchasing Authority’s information services from computer terminals within the physical premises of the Purchasing Authority and are also deemed to be Authorised Users, only for the time they are within the physical premises of the Purchasing Authority. Walk-In Users may not be given means to access the Licensed Materials when they are not within the physical premises of the Purchasing Authority; |

1. Service Availability
   1. The Provider shall:

make the Licensed Materials available to the Purchasing Authority from the Server in the media, format and timescales specified in the Specification;

identify to the Purchasing Authority at the time of licensing the timescales and schedule(s) for the upload of content to the Licensed Materials as specified in in the Specification;

have an active quality assurance programme in place to monitor the upload of content to the Server;

ensure Service Availability 24 (twenty-four) hours a day, 07 (seven) days per week, 365 (three hundred and sixty-five) days per year, including Bank Holidays and excluding scheduled or routine maintenance, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the Service;

ensure that the Server(s) has adequate capacity and bandwidth to support the usage of the Purchasing Authority and Authorised Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the Term of this HSCC Licence;

* 1. Where the Licensed Materials is purchased in perpetuity, the Provider shall ensure:
     1. permanent access for Licensed Materials purchased in perpetuity;
     2. perpetual usage rights as per the original Agreement.

*[Guidance Note: relates to ejournals and eBooks only.]*

1. Service Access
   1. The Provider shall:

enable access for users to the Service and / or Licensed Materials) via an Access and Identity Management System (AIMS) contracted for national use;

make use of single sign-on technology to ensure that when Authorised Users access the Licensed Materials via an Access and Identity Management System (AIMS) the need to log-in again to resources is obviated;

provide the Purchasing Authority, within 30 (thirty) days of the Commencement Date of this HSCC Licence, with information sufficient to enable the Purchasing Authority and Authorised Users to access the Service and / or Licensed Materials;

make the Licensed Materials compliant with the Citation Link Resolver and Knowledge Base service contracted for national use;

(subject to clauses 3.2) after termination of this HSCC Licence (save for a material breach by the Purchasing Authority of its obligations under this HSCC Licence and the “Order Terms and Conditions”), the Provider will provide (at the option of the publisher(s), the Purchasing Authority and its Authorised and Walk-in Users, with access to and use of the full text of the Licensed Materials which was published and paid for within the Term, either by i) continuing online access to archival copies of the same Licensed Materials on the Server(s) which shall be without charge; or ii) by supplying archival copies of the same Licensed Materials in an electronic medium mutually agreed between the Parties which will be delivered to the Purchasing Authority, or to a central archiving facility operated on behalf of the UK NHS community or other archival facility (excluding an archival facility of a STM publisher) without charge; or iii) supplying without charge archival copies via ftp protocol of the same Licensed Materials. For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in clauses 5 “Usage Rights”, and clauses 6 (Provider’s Undertakings) of this HSCC Licence.  
*[Guidance Note: relates to ejournals and eBooks only]*

1. Service Usage
   1. Usage rights set out in clauses 5.4, 5.5 and 5.6 are deemed to complement and extend the rights of the Purchasing Authority and Authorised Users under current UK Copyright legislation or any amending legislation and any licence held by the Purchasing Authority which grants additional copying permissions.
   2. Usage terms in clauses 5.4, 5.5 and 5.6 shall constitute a waiver of any statutory rights held by the publisher(s), Provider, Purchasing Authority and/or Authorised Users under current UK Copyright legislation or any amending legislation.
   3. This HSCC Licence shall be deemed to complement and extend the rights of the Purchasing Authority and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002. Terms in this HSCC Licence shall constitute a waiver of any statutory rights held by the Provider, publisher(s), Purchasing Authority and/or Authorised Users under the aforementioned Acts or any amending legislation.
   4. **The Purchasing Authority** may in accordance with the terms of this HSCC Licence:
      1. make such temporary local electronic copies by means of caching or mirrored storage of all or part of the Licensed Materials as are necessary solely to ensure efficient use by the Purchasing Authority and by Authorised Users;
      2. allow Authorised Users to have access to the Licensed Materials from the Server via an Access and Identity Management System (AIMS) over the full Term;
      3. provide Authorised Users with integrated access and an integrated author, article title, abstract and keyword index to the Licensed Materials;
      4. provide single printed or electronic copies of (where relevant for content type) single articles, topics, pages or chapters, at the request of individual Authorised Users;
      5. display, download or print the Licensed Materials for the purpose of internal marketing, or testing or for training of Authorised Users, and for internal corporate training programmes;
   5. **Authorised Users** may, in accordance with the terms of this HSCC 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;
      7. incorporate electronic links to the Licensed Materials in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of teaching and instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) at Authorised Users institutions and if hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and Copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;
      8. incorporate parts of, or electronic links to, the Licensed Materials in printed or electronic form only in assignments and portfolios, theses and in dissertations (“the Academic Works”), including reproductions of the Academic Works for personal use and library deposit. Except as specifically permitted in this HSCC Licence, Authorised Users shall not incorporate any part of the Licensed Materials in any other documents or publications including, but not limited to monographs or other published works. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works for their own internal non Commercial Use (which for the avoidance of doubt excludes display on any publicly accessible network, website or other public forum). Each item shall carry appropriate acknowledgement of the source, listing title and Copyright owner;
      9. publicly display or publicly perform parts of the Licensed Materials as part of a presentation at a seminar, conference, or workshop, or other such similar activity;
      10. make such copies of training material provided, if any, and network such training material as may be required for the purpose of using the Licensed Materials in accordance with this HSCC Licence;
      11. deposit in perpetuity electronic links which shall connect over the Term only to the Server(s) for accessing parts of the Licensed Materials to the learning and teaching objects as referred to in clause 5.5.7 in electronic repositories operated by the Purchasing Authority on a Secure Network. The access and use of such learning and teaching objects shall be governed by the terms and conditions of the applicable repository however in the event of a conflict with this HSCC Licence, this Licence shall prevail.
   6. Supply of copies to other libraries:
      1. Subject to any restrictions provided by the publisher(s) and specified in the Licensed Materials, the Purchasing Authority or Authorised Users may, subject to clauses 5.7 below, 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.
   7. Neither the Purchasing Authority nor any Authorised Users may:
      1. remove or alter the authors’ names, or any Copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
      2. systematically make print or electronic copies of multiple extracts of the Licensed Materials, so as to create a collection of materials comprising all, or a substantial subset of the Licensed Materials, except for use in environments designed to share learning and best practice pursuant to clause 5.5.7;
      3. mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than by a Secure Network unless permitted in this HSCC Licence. (For the avoidance of doubt in the case of electronic journals this excludes the Abstracts and Bibliographic Data);
      4. access or use all or any part of the Licensed Materials for any Commercial Use.
   8. The Provider’s explicit written permission must be obtained in order to:
      1. use all or any part of the Licensed Materials in printed course packs;
      2. access or use all or any part of the Licensed Materials for any Commercial Use;
      3. systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorised Users. (For the avoidance of doubt in the case of electronic journals this excludes the Abstracts and Bibliographic Data);
      4. publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this HSCC Licence;
      5. alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this HSCC Licence to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted; or
      6. in any way frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the publisher or Provider without their express written consent. The Purchasing Authority and Authorised Users may not use any meta tags or any other "hidden text" utilising the publisher’s or Provider’s names or trademarks, without the express written consent of the publisher and / or Provider.
2. Provider’s Undertakings
   1. The Provider warrants to the Purchasing Authority that the Licensed Materials used as intended by this HSCC Licence do not infringe the Copyright or any other proprietary or intellectual property rights of any person.
   2. 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 or parts of the Licensed Materials under this clause 6.2, the Purchasing Authority may exercise its rights under clauses 8.1.3 “Service Performance Measurement & Related Payment”.
   3. The Provider shall notify the Purchasing Authority giving at least 30 (thirty) working days’ notice of:
      1. any anticipated material or substantial Provider (“native”) interface changes, such as a major redesign;
      2. any significant change to the users’ navigation of the Provider (“native”) interface;
      3. any significant change which may result in an adverse material effect on Authorised Users access to the Service and / or use of the Licensed Materials;
   4. Subject to clauses 6.3 if any changes have an adverse material effect on Authorised Users access to the Service or use of the Licensed Materials, the Purchasing Authority shall give prompt written notice to the Provider containing the particular details with respect to such effect. The Provider shall have the opportunity to resolve the Purchasing Authority’s concerns within the 30 (thirty) day period following receipt of the Purchasing Authority’s notice; and, if not resolved within such period, the Purchasing Authority may terminate this Schedule upon written notice to the Provider given no more than 10 (ten) days following the end of the Purchasing Authority’s cure period. If the changes render the Licensed Materials less useful in a material respect to the Purchasing Authority, the Purchasing Authority may within thirty days of such notice treat such changes as a breach of this HSCC Licence.
   5. Subject to commercial confidentiality the Provider must give at least 60 (sixty) working days written notice to the Purchasing Authority prior to the withdrawal date of the Licensed Materials. Subject to clause 6.2, 14 (fourteen) working days’ notice after removal may however be given by the Provider for content for which it no longer retains the right to provide or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
   6. In the event that ownership of the whole, a part or parts of, the Licensed Materials is sold by the Provider, the Provider shall use its best commercial efforts to ensure that the replacement Provider ensures continuity of this HSCC Licence with the Purchasing Authority. In the event that the replacement Provider cannot continue this HSCC Licence then the Purchasing Authority shall exercise its rights under clause 8.1.4 “Service Performance Measurement & Related Payment”.
   7. The Provider shall provide to the Purchasing Authority, or facilitate the collection and provision by the Purchasing Authority, of usage and statistical data which is COUNTER (Release 4) compliant on a monthly basis (http://www.projectcounter.org/). Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Provider assigns its rights to another Party, the Purchasing Authority may at its discretion require the assignee either to keep such usage information confidential or to destroy.
   8. The Provider shall use all reasonable efforts to keeps to the Transfer Code of Practice (http://www.niso.org/workrooms/transfer/) to ensure that journal content remains easily accessible by the Purchasing Authority and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption.  
      *[Guidance Note: for use for the purchase of ejournals only]*
3. Purchasing Authority’s Undertakings
   1. The Purchasing Authority shall:

use reasonable endeavours to notify Authorised Users of the terms and conditions of this HSCC Licence and take steps to protect the Service and / or Licensed Materials from unauthorised use or other breach of this HSCC Licence;

use reasonable endeavours to monitor compliance with this HSCC 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.

* 1. Nothing in this HSCC Licence shall make the Purchasing Authority liable for breach of the terms of the HSCC 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 Performance Measurement & Related Payment
   1. In addition to clause 16: “Performance Measurement and Review” of the “Order Terms & Conditions” the Purchasing Authority and any Beneficiary shall also be entitled to:

In the event of any unscheduled downtime, or total loss of the Service occurring, the Provider will offer the Purchasing Authority a percentage reduction against the [quarterly / annual] Fee, calculated using the Service Availability measurement set out in 10.1.1 “Service Availability Standards”.   
[The Provider shall issue a credit note to the value of the agreed reduction to be credited against future purchases. It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]

In the event that the full specified functionality of the Service is not available, the Provider will offer the Purchasing Authority a percentage reduction of the [quarterly / annual] Fee, calculated using the Service Availability measurement set out in 10.1.1 “Service Availability Standards”.  
[The Provider shall issue a credit note to the value of the agreed reduction to be credited against future purchases. It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]

Subject to clause 6.2, in the event that the whole, a part or parts of the Licensed Materials is removed or withdrawn by the Provider for any reason, then the Provider shall refund to the Purchasing Authority that part of the Fee that is in proportion to the amount of material removed for the remaining un-expired portion of the Term:

* + - 1. if the withdrawal represents more than ten percent (10%) of the publication in which it appeared, or if an entire title is permanently removed or unavailable during the Term, the Provider shall refund to the Purchasing Authority that part of the Fee that is in proportion to the amount of material unavailable for the remaining un-expired portion of the Term;  
         *[Guidance Note: applicable to ejournals and eBooks only.]*
      2. if the total size of the full text content within a database is reduced by more than 10% over a Year, then the Provider shall refund to the Purchasing Authority that part of the Fee that is in accordance with the schedule listed for failure to reach full text content availability in 10.1.3 “An active quality assurance programme is in place to monitor the upload of content to the Server”, with the credit being calculated on the basis of the annual Fee.   
         *[Guidance Note: applicable to full text databases only.]*

[The Provider shall issue a credit note to the value of the agreed reduction to be credited against future purchases. It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]

* + 1. Subject to clause 6.6, in the event that a replacement Provider cannot continue this HSCC Licence then the Provider shall reimburse the Purchasing Authority any Fees paid for that part of the Service for the remaining Term.
    2. Subject to clause 10.3.3 of this HSCC Licence and always to 10.7 of the “Order Terms & Conditions”, in the event that the proportion of Open Access materials (in relation to the total amount of materials in the Licensed Materials) increases annually, the Provider agrees to reflect this by way of an adjustment to the Fee for the Licensed Materials on an annual basis for the following Term. Such adjustment shall be based on the percentage of Open Access materials published in relation to the total number of materials published in the Licensed Materials in the previous Term.
    3. Where a Provider has clearly demonstrated in the Pricing Model and quote to the Purchasing Authority that Open Access materials are not included in the fee, clause 8.1.5 shall not apply.   
         
       [Guidance Note: for use for the purchase of ejournals and databases only]

[The Provider shall issue a credit note to the value of the agreed reduction to be credited against future purchases. It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]

1. Service Standards
   1. The mandatory Service Standards required in this HSCC Licence are set out in clauses 9.2. The expected service levels (SLAs), performance thresholds (KPIs) and associated technical requirements for each of the Service Standards are detailed in clauses 10: “Service Standards & Associated Service Level Agreements, Key Performance Indicators and Technical Requirements”.
   2. The Provider shall adhere to the following Service Standards and provide evidence of adherence in their required regular reporting to the Purchasing Authority:
      1. Service Availability:
         1. Service is available at a minimum uptime rate of 99.8%;
         2. Licensed Materials are delivered and made available to agreed media, format and timescales;
         3. An active quality assurance programme is in place to monitor the upload of content to the Server;
      2. Service Access:
         1. Access to the Service is provided via an Access and Identity Management System (AIMS);
         2. Content linking is enabled via a Citation Link Resolver and Knowledge Base service for relevant Content Resources;
         3. Permanent access is ensured for Content Resources purchased in perpetuity;
         4. Complies with the Framework technical requirements for electronic Content Resources. (subject to tables 10.2.6 and 10.2.7 in this document).
      3. Service Support:
         1. Delivers Service notifications subject to table 10.3.1 and 10.2.7 in this document);
         2. Complies with the Framework user support requirements;
         3. Adheres to Service reporting requirements.
2. Service Standards: Service Level Agreements, Associated Requirements and Targets Key Performance Indicators

Service Availability Standards

* + 1. **Standard**: The Service is available at a minimum uptime rate of 99.8%.

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| 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 Provider’s control and with the exception of scheduled or routine maintenance. | Essential | 99.8% compliance (excluding problems beyond Provider’s control.) |
| Provider measures availability of the Service. | Uses the HSCC Service Availability measurement:  *Total Service Availability % = (MP-SD) x 100 MP*  Where:  MP = Total number of minutes in the reporting period, excluding scheduled maintenance or other permitted downtime( including Force Majeure events); and  SD = Total number of minutes of each continuous period of Service downtime in any reporting period, excluding scheduled maintenance or other permitted downtime.  Total Service Availability in any reporting period shall be taken as the lowest percentage availability figure from each of the measured Services as calculated above | Essential | 100% compliance |
| Provider measures availability of the Service. | Measured on a monthly basis and provided in agreed reporting | Essential | 100% compliance to agreed timescales and reporting requirements |
| Provider issues a credit to the Purchasing Authority on failure to reach Service Availability levels | A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the [annual / quarterly] Fee for the Service:  **Service Availability Credit Percentage**  99.8 to 100% 0%  99.0% to 99.79% 3%  98.0% to 98.99% 5%  97% to 97.99% 7%  97.8% or below 10%  It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued. | Essential | 100% compliance |
| Notification of scheduled or routine maintenance. | A minimum of five (05) working days’ notice in writing is to be given for periods of scheduled maintenance. Exceptionally, downtime may be scheduled giving less than 05 working days’ notice if machine security is at risk. (Regular periods of scheduled maintenance can also be identified at time of licensing). | Essential | Within 05 working days and / or at time of licensing |
| A point of contact for response to an Incident is provided. | Provides a named contact and chain of command for response to Incidents, including details of relevant contacts, including helpdesk and technical personnel. | Essential | 100% compliance |
| Notification of an Incident is provided to the Purchasing Authority. | Within two (02) hours of Incident occurring. | Essential | Within 02 working hours |
| Can fix and restore Service as a result of an Incident to an agreed timeframe. | Within two (02) working days of Incident occurring. | Essential | Within 02 working days |
| Provides a report of any Incident occurrence to an agreed timeframe. | Report to be supplied no more than seven (07) working days after Incident resolution. | Essential | 100% compliance |

* + 1. **Standard:** Licensed Materials are delivered and made available to agreed media, format and timescales.

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Upload of content to the Server to agreed timescales | As per the Specification | Essential | 100% compliance to agreed timescales. |
| New issues or editions uploaded to Server(s) within agreed timeframe.  *[Guidance Note: applies to ejournals and eBooks only]* | Not later than day of print publication. | Essential | Within 24 hours of the day of publication of the printed version. |
| Access provided to new issues or editions within agreed timeframe.  *[Guidance Note: applies to ejournals and eBooks only]* | Not later than day of print publication | Essential | Within 24 hours of the day of publication of the printed version. |
| Full text content uploaded to the Server to agreed timescales.*[Guidance Note: applies to full text databases only]* | Full text content to be uploaded within 06 working days of receipt of content from publishers.  Where aware of habitual delays to full text content provision, Provider demonstrates steps have been taken with the relevant publisher partner(s) to mitigate further delays to ongoing uploads. | Essential | 100% compliance to agreed timescales. |

* + 1. **Standard**: An active quality assurance programme is in place to monitor the upload of content to the Server.

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Notification of content upload delays. | Provider to monitor and provide within agreed [monthly / quarterly / annual] reporting.  [Guidance Note: Purchasing Authorities may consider requesting monthly reporting notifications for full text databases of content upload delays ] | Essential | 100% compliance to agreed timescales. |
| Maintains full text content size of database(s).  *[Guidance Note: applies to full text databases only]* | Total size of full text content within database(s) will not be reduced by more than 10% due to content changes and removal, on an annual basis. | Essential | 100% compliance |
| A benchmark is provided to measure full text content size of database(s).*[Guidance Note: applies to full text databases only]* | Baseline measurement based on number of full text journal titles at time of licensing and reviewed on an annual basis. | Essential | n/a |
| Provider issues a credit to the Purchasing Authority on failure to reach full text content availability. | A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the annual Fee for the Service.  **Full Text Content Availability** **Credit %**  90.0 to 100% 0%  80.0% to 89.9% 3%  70.0% to 79.9% 5%  60% to 69.9% 7%  59.9% or below 10%  It is advisable that the Bidder clarifies with the Purchasing Authority at the point of purchase how the credits should be issued. | Essential | n/a |

* 1. **Service Access Standards**
     1. Standard: Access to the Service is provided via the nationally procured Access and Identity Management System (AIMS)

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Access is made available via Eduserv’s OpenAthens. | Adherence to associated Technical Requirements for Standard: “Provides access for users to the Service via an Access and Identity Management System (AIMS)”. | Essential | 100% compliance |
| Policies and procedures are in place to work closely with Eduserv to implement OpenAthens changes. | Registers the main point of contact (named person, dedicated email and telephone number) in either the OpenAthens Federation Manager or OpenAthens SP interface. | Essential | n/a |
| Policies and procedures are in place to work closely with Eduserv to implement OpenAthens changes. | Adheres to and actions notifications / action requirements sent out by Eduserv for the OpenAthens service. | Essential | n/a |
| Policies and procedures are in place to work closely with Eduserv to implement OpenAthens changes. | Supports Eduserv delivery and access via OpenAthens authentication through a main point of contact on all service and support needs. | Essential | n/a |
| Supports dispersed users working on an NHS network and outside of it. | If used on NHS premises access available via a portal that doesn’t require entry of an OpenAthens password e.g. IP (internet protocol) authentication. | Essential | 100% compliance |

* + 1. Associated Technical Requirements for Standard: “10.2.1: Access to the Service is provided via an Access and Identity Management System (AIMS)”

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| **Technical Requirements** | **Target** | **Essential / Desirable Target** |
| Supports Security Assertion Markup Language (SAML) | Is registered as a live entity in the OpenAthens Federation. | Essential |
| Is compliant with Eduserv OpenAthens | Is registered as a live entity in the OpenAthens Federation. | Essential |
| Has in place a regular procedure for the refresh of Authorised Users records for the Eduserv Open Athens service. | Monthly refresh | Essential |

* + 1. Standard: Content linking enabled via a Citation Link Resolver and Knowledge Base service for relevant Content Resources.

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Compliance with nationally contracted Citation Link Resolver and Knowledge Base service. | Adherence to associated Technical Requirements for Standard: “Content linking enabled via a Citation Link Resolver and Knowledge Base service for relevant Content Resources”. | Essential | 100% compliance |
| Demonstrates linking to content is provided at article level | Adherence to associated Technical Requirements for Standard: “Content linking enabled via a Citation Link Resolver and Knowledge Base service for relevant Content Resources”. | Essential | 100% compliance |
| Demonstrates that policies and procedures are in place to notify the nationally commissioned Citation Link Resolver and Knowledge Base service of changes. | Supports the national Citation Link Resolver and Knowledge Base service through a main point of contact on all service and support needs. | Essential |  |
|  | 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. | Essential | At least 08 weeks notice |

* + 1. Associated Technical Requirements for Standard: “Content linking enabled via a Citation Link Resolver and Knowledge Base service for relevant Content Resources”.

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| **Technical Requirements** | **Target** | **Essential / Desirable Target** |
| Compliant with KBART standard. | Fully compliant or where partially-compliant can demonstrate acceptable solution in place with nationally commissioned Citation Link Resolver and Knowledge Base service supplier. | Essential |
| Complies with OpenURL standards | Fully compliant. | Essential |
| Provides title information to Citation Link Resolver and Knowledge Base service and A-Z list vendors. | Can provide to Citation Link Resolver and Knowledge Base service and A-Z list vendors with the following information about each title in the Licensed Material: Title, ISSN or eISSN, DoI (where appropriate), previous title(s) if appropriate, previous ISSN or eISSN if appropriate, first volume and issue made available. | Essential |
| Provides data changes to agreed frequency. | Changes to data provided as frequently as the data changes. | Essential |
| Provides WAYFLESS access at article-level.  *Guidance Note: applies to eJournals and eBooks only]* | Provides WAYfless URL for journals and books to title of URL. | Essential |

* + 1. **Standard**: Permanent access ensured for Content Resources purchased in perpetuity

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Permanent access ensured for content purchased in perpetuity.*Guidance Note: applies to eJournals and eBooks only]* | Provides a method of access. | Essential | Access method includes nationally contracted AIMS |
| Permanent access ensured for content purchased in perpetuity.*Guidance Note: applies to eJournals and eBooks only]* | Specifies whether there are any associated costs with access. | Essential | 100% compliance |
| Permanent access ensured for content purchased in perpetuity.*Guidance Note: applies to eJournals and eBooks only]* | Ensures perpetual usage rights as per the original Agreement | Essential | 100% compliance |

* + 1. Standard: Complies with the Framework technical requirements for electronic Content Resources.

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Meets all general industry technical standards. | Adherence to associated Technical Requirements for Standard: “Complies with the Framework technical requirements for electronic Content Resources”. | Desirable | 100% compliance |
| Delivers content through mobile and digital devices. | Provides ability to download to mobile and digital devices and provides service apps for such mobile devices; **OR**  Offers a separate web interface optimised for all mobile devices **OR**  Offers a fully responsive interface that will make it unnecessary to use alternative websites or apps. | Essential | n/a |
| Enables content to be discoverable through a variety of search options. | Discoverable through search options such as native interface, NICE Evidence Search Healthcare Databases Advanced Search (HDAS), local portals, intranets, library management systems and Resource Discovery Systems. | Essential | n/a |
| Provides downloadable MARC records. *Guidance Note: applies to eBooks only]* | Functionality to download MaRC records with embedded Order data, including frequency of publication and estimated date of publication. | Essential | n/a |

* + 1. Associated Technical Requirements for compliance with 10.2.6 “the Framework standard technical requirements for electronic Content Resources”.

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| **Technical Requirements** | **Measure** | **Essential / Desirable** |
| Complies with : https://www.gov.uk/service-manual/user-centred-design/accessibility | Fully compliant | Desirable |
| Complies with: https://www.w3.org/standards/webdesign/ | Fully compliant | Desirable |
| Complies with: http://www.iso.org/iso/catalogue\_detail.htm?csnumber=52075 | Fully compliant | Desirable |
| Ensures service and content is available and accessible on either Port 80 (for world wide web) or Port 443 (https). | Fully compliant | Essential |
| Ensures Service works with full functionality on IE 10 and above. | Fully compliant | Essential |
| Ensures Service works with partial functionality on IE 6, IE7, IE8 and IE9 | Fully compliant | Essential |

* 1. **Service Support Standards:**
     1. Standard: Delivers Service notifications

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Provides notification of any anticipated material or substantial native interface changes (e.g. major redesign). | Within 30 working days prior to changes going live. | Essential | 100% compliance to agreed timescales. |
| Provides notification of any significant change to users’ navigation of the native interface. | Within 30 working days prior to changes going live. | Essential | 100% compliance to agreed timescales. |
| Provides notification of any significant change which may result in an adverse effect on Authorised Users access to or use of the Licensed Materials. | Within 30 working days prior to changes going live. |  | 100% compliance to agreed timescales. |
| Provides notification of the withdrawal of the Licensed Materials. | At least 60 working days’ notice prior to the withdrawal date of title(s).  (Notice should be provided within 14 days after removal for content for which the Provider no longer retains the right to provide or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable). | Essential | 100% compliance to agreed timescales. |
| Provides a clear schedule to set out the update frequency for content sources within aggregated databases. *Guidance Note: applies to aggregated databases only* | Provides or facilitates 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. * Frequency of update p.a. | Essential | 100% compliance |
| Provides notification of new content additions to agreed timescales. | Monthly. | Desirable | 100% compliance to agreed timescales. |

* + 1. Standard: Complies with the Framework user support requirements

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Has a single point of contact for helpdesk services. | Provides single point of contact (named person, dedicated email and telephone number). | Essential | 10% compliance |
| Responds to Complaints within an agreed timeframe. | Within 01 working day of receipt and provides confirmation of action to be taken within 02 working days. | Essential | 100 % of all Complaints received. |
| Responds to General Enquiries within an agreed timeframe. | Within 02 working days of receipt. | Essential | 100% of all General Enquiries received. |
| Resolves and closes General Enquiries received within an agreed timeframe. | Within 18 working days from reported issue date. | Essential | 95% of all General Enquiries resolved within 18 working days. |
| Resolves and closes General Enquiries received within an agreed timeframe. | Where a General Enquiry is not resolved within the required timescales, regular notifications of progress is provided to enquirer of action taken to resolve within an indication of additional timescales required. | Essential | Compliance with reporting requirements |
| Has a standard procedure in place to notify purchasers of any duplication of content purchases within the same organisation. | Demonstrates in required reporting | Essential | Compliance with reporting requirements |
| Offers training and education programmes to support usage. | Demonstrates in required reporting | Essential | Compliance with reporting requirements |

* + 1. Standard: Adheres to Service reporting requirements

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| **Service Level Agreement / Requirement** | **Requirement Target** | **Essential / Desirable Target** | **Key Performance Indicator (KPI)** |
| Attends contract and service review meetings at an agreed frequency. | At least quarterly and always annually. | Essential | 100% compliance with reporting requirements |
| Provides a contract management / Service report at an agreed frequency. | At least quarterly and always annually.  Includes a summary of performance for key Service standards, SLAs and KPI’s in regular contract management / service report. | Essential | 100% compliance with reporting requirements |
| Provides details of the number of Gold Open Access **articles** published in relation to the total number of articles published in the Licensed Materials.  *Guidance Note: applies to ELECTRONIC JOURNALS ONLY* | Annually- within agreed contract management / service report | Essential | 100% compliance with reporting requirements |
| Provides number of Open Access **journals** published in the Licensed Materials  *Guidance Note: applies to* DATABASES ONLY | Annually- within agreed contract management / service report | Essential | 100% compliance with reporting requirements |
| Provides or facilitates the collection of monthly usage and statistical data. | Statistics are COUNTER 4 compliant.  Statistics are available by 21st of the month. |  | 100% compliance. |

HSCC Licence Signatures

AS WITNESS the hands of the parties the day and year below first written

Authorised Signatories

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| For and on behalf of The Provider |
| Signature |
| Print Name |
| Date |
| Position  (Budget Holder) |

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| --- |
| For and on behalf of The Purchasing Authority |
| Signature |
| Print Name |
| Date |
| Position  (Budget Holder) |