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NATIONAL INSTITUTE FOR HEALTH

AND CARE EXCELLENCE

The Stationery Office Limited (TSO) Provider Licence

For the

**NICE Electronic and Print Content
Framework Agreement**

**Lot 2**

**FOR THE PROVISION OF**

*Databases – British Pharmacopoeia Online (*[*www.pharmacopoeia.com*](http://www.pharmacopoeia.com)*)*

Contents

[The Stationery Office Limited (TSO) Provider Licence 1](#_Toc456364185)

[1. Introduction 3](#_Toc456364186)

[2. Defined Terms 3](#_Toc456364187)

[3. Contact Details 4](#_Toc456364188)

[4. Service Usage 4](#_Toc456364189)

[5. Service Availability 8](#_Toc456364190)

[6. Service Access 8](#_Toc456364191)

[7. Technical 9](#_Toc456364192)

[8. User Support 10](#_Toc456364193)

[9. Service Notifications 11](#_Toc456364194)

[10. Service Reporting 11](#_Toc456364195)

[11. Measurement & Related Payment 12](#_Toc456364196)

1. Introduction

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

The Provider Licence is specific to The Stationery Office Limited supply of Databases – British Pharmacopoeia Online 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”:

**‘Business Day’** means a day not being a Saturday or a Sunday on which clearing banks in the City of London are open for business

**‘Bolt-Ons’** means the archived edition(s) of British Pharmacopoeia Online

**‘Copyright Owner’** means MHRA on behalf of the Crown

**‘Copyright Owner’s Notice’** means © Crown copyright

**‘Product’** means the edition of the British Pharmacopoeia Online as available on the Site during the Term plus the Bolt-Ons, the interface and any operating software including programmes or ancillary files and any coding or access codes provided for the purpose of access, searching, retrieving and displaying the publication(s) through the Site

**‘Site’** means [www.pharmacopoeia.com](http://www.pharmacopoeia.com)

**‘Site Account’** means the online account(s) on the Site via which Authorised Users will access the Product

**‘Terms and Conditions of the Site’** means the Terms and Conditions of Website Use, Privacy Policy, Cookie Policy and Acceptable Use Policy which are published on the Site and as amended from time to time.

1. Contact Details

Name Clare Polley

 Job Title Official and Library Channel Sales Manager

 Address St Crispins, Duke Street, Norwich, NR3 1PD

 Telephone +44 (0) 1603 69 5198

 Facsimile +44 (0) 3332 02 5080

 Email NICE@tso.co.uk

1. Service Usage
	1. **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;
		7. 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.

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.

Access will be via the Site Account using username and password, IP recognition or via Eduserv OpenAthens Authentication provided by the Provider.

The Provider hereby grants to the Purchasing Authority the non-exclusive and non-transferable right for the Authorised Users to use the Product through the Site Account solely in accordance with the terms and conditions of this Licence.

The Purchasing Authority must use the Product for its own internal business purposes only. The Purchasing Authority shall not permit any third party to use the Product, nor itself use the Product on behalf of or for the benefit of any third party (in any way whatsoever).

The Authorised Users shall be permitted to access the Product through the Site Account for the Term.

Authorised Users may search, view, copy and print out the Product or parts thereof from the Site subject to clauses 4.1.

Use of the Product, Site and this Licence are subject to the Terms and Conditions of the Site.

The Purchasing Authority is responsible for configuring its information technology, computer programmes and platform in order to access the Site.

If the Purchasing Authority wishes to re-use the Copyright Owner’s copyright material from the Product, an application must be made in writing clearly stating the material requested for re-use, and the purpose for which it is required. Applications should be sent to: The Editor, British Pharmacopoeia, MHRA, 151 Buckingham Palace Road, London, SW1W 9SZ or by emailing bpsect@mhra.gsi.gov.uk .

Except as expressly permitted by this Licence and save to the extent and in the circumstances expressly required to be permitted by law, the Purchasing Authority undertakes:

 4.10.1. not to rent, sell, lease, sub-license, loan, copy, modify, vary, adapt, merge, translate the Product or Site

 4.10.2. not to reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Product or its associated documentation or use, reproduce or deal in this Product or any part thereof in any way not expressly permitted by this Licence

 4.10.3. not to make alternation to, or modifications of, the whole or any part of the Product or Site nor permit the same or any part of the Product or Site to be combined with, or become incorporated in, any other program, product or material

 4.10.4. not to use any access software system to search the Product other than the software provided under this Licence on the Site

 4.10.5. not to allow anyone other than Authorised Users access the Product

 4.10.6. not to alter, modify, adapt or translate the Product in any way

 4.10.7. to co-operate fully with the Provider’s personnel in the diagnosis of any error or defect in the Product or Site

 4.10.8. to ensure the Product and Site are used in a proper manner by competent trained personnel

 4.10.9. to keep the Product secure and maintain adequate supervision and control over use of the Product and the Site, including keeping Site Account user names and passwords safe, and ensure that it is used in accordance with the terms of this Licence and the Terms and Conditions of the Site

 4.10.10. to notify the Provider immediately if it becomes aware of any unauthorised use of the whole or any part of the Product or Site by any person

 4.10.11. to include the Copyright Owner’s Notice on all entire and partial copies of the Product in any form

 4.10.12. not to do, or permit to be done, anything that may detrimentally affect the copyright, trademarks or any other intellectual property rights in the Product and/or Site

In consideration of the payment of the Licence Price, the Provider shall grant a licence to access and use the Product to the Purchasing Authority under the licensing terms of this Licence for the Term.

 The Purchasing Authority acknowledges that all intellectual property rights in the Product throughout the world belong to the Crown except European Pharmacopoeia Works which are reproduced with the permission of the Council of Europe and are copyright of the Council of Europe, that rights in the Product are licensed (not sold) to the Purchasing Authority, and that the Purchasing Authority has no rights in, or to, the Product or the Site other than the right to use them in accordance with the terms of this Licence and the Terms and Conditions of the Site.

The Copyright Owner hereby reserves all intellectual property rights in the Product and in the Copyright Owner’s Intellectual Property.

The Purchasing Authority shall not and shall ensure that Authorised Users do not delete or remove the Copyright Owner’s Notice or any copyright or other notices contained within or relating to the Product or to the Copyright Owner’s Intellectual Property.

The Purchasing Authority acknowledges and agrees that the Product is provided on an “as is” basis and that (unless required to do so by law) the Provider has no obligation under this Licence to remedy any interruptions, errors or defects that there may be with the Product

1. Service Availability

The Provider will:

* + 1. provide notification of an Incident. Details are:

Email: esupport@tso.co.uk

Phone: 0333 200 2425

* + 1. supply monthly statistics via Site 24x7 to confirm availability of the site and provide to the Contracting Authority;
		2. provide at least 5 working days’ notice of any scheduled maintenance;
		3. provide notification of an incident to the Contracting Authority within 2 hours of incident occurrence;
		4. fix and restore online services within 2 working days of the incident occurring;
		5. provide an update report within 7 working days after incident resolution;
		6. publish the new edition of the Product on 24 August each year and upload the new edition to the Site on a fixed timeframe i.e. 1 September each year;
		7. maintain the full text component size of the product with no removal of text.

The Site will be available 24 hours per day, 7 days per week, 365 days per year with 99.8% compliance excluding problems beyond the Publisher’s control and with the exception of scheduled or routine maintenance.

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 The Stationery Office Limited 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. provide changes to data for Link Resolver KnowledgeBase(s) as frequently as the data changes. The content of the Product remains constant per edition but with the exception of the update of the European Pharmacopeia Supplements which are added to the Site January, April and July annually i.e. at point of implementation date 6 months after publication. New updates are announced as notifications on the Home Page of the online site

6.2. The Provider is registered on OpenAthens Enabled services: <http://www.openathens.net/resources.php?oaf> .

6.3. The Provider maintains Athens entitlements and provides organisations with access to the site. The Provider does not record Athens individual users; the Purchasing Authority’s designated administrator has responsibility for the use of their Athens account.

6.4. The Provider adheres to notifications and action requirements as issued by Eduserv for the OpenAthens service through well established processes and relationships with Eduserv.

6.5. The Provider supports Eduserv delivery and access via OpenAthens authentication through a main point of contact with its IT Services Department. Updates and new instructions are received via Newsletters from Eduserv directly to the Provider’s Account Manager for Eduserv.

6.6. The Provider registers the main point of contact (named person, dedicated email and telephone number) as stipulated by the OpenAthens Federation Manager or OpenAthens SP interface.

6.7. The Provider supports IP address (s) authentication access to the Site.

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.
		4. <https://www.w3.org/standards/webdesign/>; the Site was developed in order to minimise the number of validation failures, while complete validation passes are not achieve the majority of the validation failures, particularly in the css are there to provide a website which is cross-browser compatible.
		5. <http://www.iso.org/iso/catalogue_detail.htm?csnumber=52075>; the Provider employees 3rd party UX design agencies for its larger web applications, who assist with end user research and page modelling to make the Site end user centric
		6. <https://www.gov.uk/service-manual/user-centred-design/accessibility>; the Site does not currently meet the WCAG2.0 accessibility guidelines at AA level, however this is an aspiration for the service and through a process of continuous improvement the Provider is working towards being able to provide a compliant service.

7.2. The Product is a web based online service and can be accessed and the content downloaded via the Site on a range of digital and remote devices e.g. PCs, Lap Tops, SMART phones and tablets etc.

7.3. The Provider enables content to be discoverable through a variety of search options.

1. User Support

The Provider will:

* + 1. provide a point of contact for helpdesk and support services. Details are:

Email: esupport@tso.co.uk

Phone: 0333 200 2425

* + 1. respond to complaints within 1 working day of receipt and provide confirmation of action within 2 working days;
		2. respond to General Enquiries within 2 working days of receipt and resolve 95% within 18 working days;
		3. allocate a dedicated Customer Services Agent who will manage all orders communications of the contract in order to identify and notify the Purchasing Authority of any duplication of content purchases;
		4. offer on-site, remote and off-site training at the Providers locations. User manuals are provided as required;
1. Service Notifications

The Provider will:

9.1.1 consult Authorised Users throughout all processes of redesign of the site to ensure loss of access do not arise and changes do not impact on access to the Product. Confirmation of implementation dates would be notified within 30 working days of changes going live;

9.1.2. in the event or a requirement to withdraw goods or licenced materials, Authorised Users would be notified at least 60 working days prior to the withdrawal date of title(s). Notice would 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;

9.1.3. update the site 3 times per annum in January, April and July, in line with the new Supplements implemented by the European Pharmacopoeia. The European Supplements are added to the British Pharmacopoeia Online at point of implementation date i.e. 6 months after publication. New updates are announced as notifications on the Home Page of the online site.

1. Service Reporting

The Provider will:

10.1.1. attend contract and service review meetings on an annual basis at a minimum, set at the beginning of each calendar year. Ad hoc appointments are offered when required.

10.1.2. provide reports of key service standards, SLAs and KPIs on an annual basis at a minimum.

10.1.3. provide COUNTER 4 compliant monthly usage statistics by 21st of each month.

10.2. The Site does not host Open Access Journals. However, it does host Open Access British Pharmacopoeia updates and reports as released from the MHRA in the form of e.g. Latest News ; Draft Monograph Papers; Monograph Draft Texts; Advisory Group Reports; Expert Working Group Reports.

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)

The Provider will provide a service credit in the event of any unscheduled downtime, total loss of Service, loss of specified functionality of the Service or reduction of more than 10% of the total size of the full text content within the database agreed at the time of the occurrence.