National Institute for Health and Care Excellence

NICE Electronic and Print Content Framework Agreement (NICE FAAHEE/2125)

Agent Agreement

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# Introduction

The Agent Agreement must be used by the Purchasing Authority when placing an Order for the supply of Knowledge Resources through an Agent who is an appointed Provider to the NICE Electronic and Print Content Framework Agreement.

A full list of appointed Providers to the Framework can be found at: https://www.nice.org.uk/about/nice-communities/library-and-knowledge-services-staff/buy-books-journals-and-databases

The Agent Agreement should be used in conjunction with:

* + 1. the “Call Off Order Form” and any annexes and the “Call Off Terms & Conditions” and any annexes (excluding Provider Terms);
		2. the “Agent Agreement”;
		3. the Publisher licence.
		4. the “Terms & Conditions of Contract for NICE Electronic and Print Content Framework Agreement” and any annexes;

All terms in this Agent Agreement must not be altered and are non-negotiable. Where additional terms are agreed these should be set out in Annex SIX: Additional Terms” to the “Call Off Order Form”. 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”;
		2. the “Call Off Order Form” and any annexes;
		3. the “Call Off Terms & Conditions” and any annexes;
		4. this Agent Agreement;
		5. any Publisher enforced licensing terms.

Where any clauses referred to in this Agent Agreement are not relevant to the Knowledge Resource(s) purchased, the text of these clauses should be removed and replaced with the term “NOT USED”. The clause numbers must remain as per the original Agent Agreement document.

Guidance Notes for purchasers [highlighted] are provided throughout this document.

# Defined terms

* 1. 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 clauses 4: Defined Terms in the “Call Off Terms & Conditions” document:

|  |  |
| --- | --- |
| “Agent” | means an organisation or intermediary which does not own the Intellectual Property Rights (IPR) to the Goods or Licensed Materials provided. The Agent acting on the Purchasing Authority’s behalf, may undertake any or all of the obligations of the Purchasing Authority under the “Call Off Order Form” and the “Call Off Terms & Conditions” and the Licence Agreement(s), as agreed between the Purchasing Authority and the Agent.For the avoidance of doubt, Agent also includes booksellers under this Framework; |
| “Core Service Standards” | means, the expected standards and objectives for the Service; |
|  “Fee”  | means, the fee set out in Annex FOUR: Price Schedule to the “Call Off Order Form”; |
|  “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 Agent Agreement; |
| “Incident” | means, a Service or quality Incident that results in the total unavailability of the Service; |
|  “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 9: Core Service Standards; |
| “Licensed Materials”  | means the electronic material as set out in Annex ONE: Specification to the “Call Off Order Form”, or in the “Call Off Order Form”, or in new Specifications” that may be agreed by the Parties from time to time; |
| “Publisher” | means, an entity which owns the intellectual property rights (IPR) to the Licensed Materials and / or Goods; |
| “Service” | means the Licensed Materials and the Provider’s Service, pursuant to and in accordance with the Agreement, as detailed in Annex ONE: Specification to the “Call Off Order Form;  |
| “SLA”  | means, Service Level Agreement(s), a formal negotiated agreement between two Parties that sits within this Agent Agreement that records the common understanding about the Core Service Standards or Service objectives which the Provider is required to achieve in the performance of the Agent Agreement details of which are contained in clauses 9: Core Service Standards; |
| "Term" | means (subject to earlier termination in accordance with its terms or by operation of law) the duration of the Agreement, starting on the Commencement Date, as set out in the “Call Off Order Form”; |
| “Third Party Systems” | means, online services utilised by Authorised Users to signpost users to the Licensed Materials for example, Google Scholar, PubMed, library management systems, reference management software, point of care and decision support tools, Resource Discovery Systems; |

# Agent contact details

Name:

 Job Title:

 Address:

 Telephone:

 Facsimile:

 Email:

# Service availability

# User support

# Service notifications

# Service reporting

# Measurement and related payment

# Core service standards

9.1 The Core Service Standards required in this Agent Agreement are set out in this section 9: Core Service Standards. The expected core service requirements for each Standard and associated target, service levels (SLAs) and performance thresholds (KPIs) are also detailed

* 1. Core Service Standard: Service Availability

| **Core Service Standard Requirement** | **Essential / Desirable** | **Target** | **Applies To** | **Key Performance Indicator (KPI)** |
| --- | --- | --- | --- | --- |
| Provides a point of contact for response to Incidents. | Essential  | Provides a named contact and chain of command for response to Incidents, including details of relevant contacts, including helpdesk and technical personnel. | All electronic content | 100% compliance |
| Provides notification of an Incident. | Essential  | Within 02 hours of Incident occurring. | All electronic content | Within 02 working hours |

* 1. Core Service Standard: User support.

| **Core Service Requirement** | **Essential / Desirable** | **Target** | **Applies to** | **Key Performance Indicator (KPI)** |
| --- | --- | --- | --- | --- |
| Provides a point of contact for helpdesk and support services. | Essential | Provides a named Helpdesk point of contact (dedicated email and telephone number). | All electronic content  | 100% compliance |
| Responds to Complaints within an agreed timeframe. | Essential | Within 01 working day of receipt and provides confirmation of action to be taken within 02 working days. | All electronic content  | 100 % of all Complaints received. |
| Responds to General Enquiries within an agreed timeframe. | Essential | Within 02 working days of receipt. | All electronic content  | 100% of all General Enquiries received. |
| Resolves and closes General Enquiries received within an agreed timeframe. | Essential | 95% of all General Enquiries resolved within 18 working days. | All electronic content  | 95% of all General Enquiries resolved within 18 working days. |
| Offers training and education programmes to support usage.  | Essential | Provides a range of training options (online, or face-to-face, or blended learning) | All electronic content  | Compliance with reporting requirements. |

* 1. Core Service Standard: Service notifications.

| **Core Service Requirement** | **Essential / Desirable** | **Target** | **Applies to** | **Key Performance Indicator (KPI)** |
| --- | --- | --- | --- | --- |
| Provides notification of duplication of content purchases. | Essential | Has a standard procedure in place to notify purchasers of any duplication of content purchases. | All electronic content  | 100% compliance |
| Provides notification of the withdrawal of Goods / Licensed Materials.  | Essential | At least 60 working days’ notice prior to the withdrawal date of title(s), to include eJournal titles moving publisher.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. | Print journalsAll electronic content  | At least 60 days |

* 1. Core Service Standard: Service reporting.

| **Core Service Requirement** | **Essential / Desirable** | **Target** | **Applies to** | **Key Performance Indicator (KPI)** |
| --- | --- | --- | --- | --- |
| Attends contract and service review meetings at an agreed frequency with the Purchasing Authority. | Essential | At least quarterly and always annually | All | 100% compliance with reporting requirements |
| Provides a regular contract management / service report to the Purchasing Authority at agreed timescales. | Essential | 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. | All | 100% compliance with reporting requirements |
| Provides or facilitates the collection of monthly usage and statistical data. | Essential | Statistics are COUNTER 5 compliant.Statistics are available by 21st of the month. | All electronic content  | 100% compliance with reporting requirements |

* 1. Core Service Standard: Measurement and Related Payment.

| **Core Service Requirement** | **Essential / Desirable** | **Target** | **Applies to** | **Key Performance Indicator (KPI)** |
| --- | --- | --- | --- | --- |
| Provides a service credit to Purchasing Authorities in the event of Service and/or the Licensed Materials suspension, due to Agent's delayed payment to a Publisher. | Essential | Provides a percentage reduction against the Fee paid.Credit percentage agreed as follows against quarterly / annual fee.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 Purchasing Authority clarifies at the point of purchase how the credits should be issued. | All electronic content  | 100% compliance |
| Provides a refund in the event that the whole, parts, or an item of the Licensed Materials is removed or withdrawn for any reason. | Essential | Refunds that part of Fee paid for the remaining un-expired portion of the Subscription Term (proportional to the amount of the Licensed Materials / Goods unavailable.) | Print journalsAll electronic content | 100% compliance |