NATIONAL INSTITUTE FOR HEALTH

AND CARE EXCELLENCE

NICE Knowledge Resources Framework Agreement (NICENHSFA/2528)

Health & Social Care Content (HSCC)

Licence Agreement

## Contents

[1. Introduction 3](#_Toc182149520)

[2. Defined Terms 4](#_Toc182149521)

[3. Service Availability 7](#_Toc182149522)

[4. Service Access 8](#_Toc182149523)

[5. Service Usage 9](#_Toc182149524)

[6. Supplier’s Undertakings 16](#_Toc182149525)

[7. Purchasing Authority’s Undertakings 18](#_Toc182149526)

[8. Service Performance Measurement & Related Payment 19](#_Toc182149527)

[9. Core Service Standards 21](#_Toc182149528)

1. Introduction
	1. The Health & Social Care Content (HSCC) Licence (the HSCC Licence) must be used by the Purchasing Authority when placing an Order for digital Knowledge Resources through the NICE Knowledge Resources Framework.
	2. This HSCC Licence should not be used when purchasing through an Agent appointed to the NICE Framework unless the terms of this HSCC Licence has been agreed with the individual publisher of the Knowledge Resources(s) purchased.
	3. A full list of appointed Suppliers 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 “Framework Website”.
	4. The HSCC Licence must be used in conjunction with:
		1. the “Call Off Order Form” and any annexes (excluding any Supplier terms);
		2. the “Call Off Terms & Conditions” and any annexes;
	5. 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 SIX: Additional Terms to the “Call Off Order Form”. These additional terms must not conflict with, or materially change, the terms in:
		1. the “Call Off Order Form” and any annexes and the “Call Off Terms & Conditions” and any annexes (excluding Supplier Terms);
		2. the “Health & Social Care Content (HSCC) Licence” and any appendices;
		3. the “Terms & Conditions of Contract for NICE Electronic and Print Content Framework Agreement” and any annexes;
	6. Where any clauses referred to in this HSCC Licence 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 HSCC Licence document.
	7. The Supplier shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Materials under this HSCC Licence or otherwise impose any restrictions on an Authorised User’s use of the Licensed Material other than provided in this HSCC Licence.
	8. Guidance Notes for buyers [highlighted] 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. The following definitions should be read in conjunction with those set out in the clauses 4: Defined Terms in the “Call Off Terms & Conditions” document:

### “Abstract” means, a short summary that provides all the major points of a journal article or publication;

### “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.

### “Bibliographic Data” means, textual or other metadata needed to identify and retrieve a publication, to include items like contributing author (or authors) and other authors, title, publisher, place of publication, publication date, journal title, volume and part number, the location of the digital file, subject matter and keywords of relevance to the Licensed Materials;

“Commencement Date” means the date agreed by the Parties in writing as detailed in “Call Off Order Form” on which the provision of the Service is to start;

“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;

### “Copyright” means, a property right as described in Section 1 of the Copyright Designs and Patents Act 1988;

### “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 Supplier for resolution that does not concern an Incident or critical query regarding any Order or term of this HSCC Licence;

### “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 Supplier and monitor the Suppliers adherence to the Service Level Agreement(s) as set out in clauses 9: Core Service Standards;

“Licensed Materials” means the digital material as set out in Annex ONE: Specification to the “Call Off Order Form”.

“Link Resolver & means, a service which enables users to take citations

Knowledge Base service” (typically from searches against abstracting and indexing database) and direct users to 3rd party full text content they are eligible to access;

“Open Access” means, material that is published under an open licence such as a journal article, paper or journal title;

“Supplier’s Service” means, the Supplier’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 Annex ONE: Specification to the “Call Off Order Form”;

“Publisher” means, an entity which owns the intellectual property rights (IPR) to the Licensed Materials and / or Goods;

“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 Supplier’s server(s) or a third-Party server(s) designated by the Supplier, on which the Licensed Materials are mounted and may be accessed;

“Service” means the Licensed Materials and the Supplier’s Service, pursuant to and in accordance with the Agreement, as detailed in Annex ONE: Specification to the “Call Off Order Form;

 “Service Availability” means, the Service is available so that Authorised Users can search and access the Licensed Materials via a Supplier’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 Core Service Standards or Service objectives which the Supplier is required to achieve in the performance of the HSCC Licence, 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;

“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 Supplier shall:
		1. make the Licensed Materials available to the Purchasing Authority from the Server in the media, format and timescales specified in the Specification;
		2. 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;
		3. have an active quality assurance programme in place to monitor the upload of content to the Server;
		4. 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;
		5. 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;
	2. Where the Licensed Materials are purchased in perpetuity, the Supplier shall ensure:
		1. permanent access for Licensed Materials purchased in perpetuity e.g. Supplier platform, CLOCKSS, LOCKSS, Portico, digital preservation initiatives;
		2. perpetual usage rights as per the original Agreement.
2. Service Access
	1. The Supplier shall:
		1. enable access for users to the Service and / or Licensed Materials via an Access and Identity Management System (AIMS) contracted for national use;
		2. 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;
		3. provide the Purchasing Authority, at least 30 (thirty) days prior to 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;
		4. make the Licensed Materials compliant with the Link Resolver and Knowledge Base service contracted for national use;
		5. (subject to clause 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 “Call Off Terms and Conditions”), the Supplier 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 a digital 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: Service Usage, and clauses 6: Supplier’s Undertakings of this HSCC Licence.
		[Guidance Note: relates to ejournals and eBooks only.]
3. Service Usage
	1. Usage rights of the Purchasing Authority and Authorised Users are defined under current UK Copyright legislation, or any amending legislation, any prevailing Copyright Licensing Agency (CLA) licence held by the Purchasing Authority or Authorised Users, and any restrictions provided by the publisher(s) specified in the Licensed Materials, the Service and this HSCC Licence.
	2. Subject to 5.1 and for the avoidance of doubt, the Purchasing Authority may:
		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 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 digital 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;
		6. create links to the Licensed Materials from their Online Public Access Catalogue (OPAC) records, library catalogues, resource discovery systems, locally hosted databases or library web pages, printed and digital course packs, study packs, resource lists, search results outputs and current awareness services and in any other material to be used in the course of instruction and/or in virtual and managed environments hosted on a secure network, provided those links do not result in (i) access to the Licensed Materials by anyone other than Authorised Users, or (ii) any paid or Commercial Use. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non- digital non-print perceptible form, such as Braille, may also be offered to Authorised Users;
		[Guidance Note: this clause may be negotiated with the Supplier to remove wording regarding printed and digital course packs, and study packs. “Electronic Reserves” may be added to this clause and a definition added at clause 2: Definition of Electronic Reserves to state: ”means materials chosen to support class instruction, in accordance with copyright law, solely for non-commercial, educational use”.]
		7. incorporate link resolving software at their authorised organisations to signpost users to the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication;
	3. For the avoidance of doubt, **Authorised Users** may, in accordance with the terms of this HSCC Licence and subject to clause 5.1:
		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 use by Authorised Users for as long as required;
		3. electronically export to reference management software individual Bibliographic Data and / or Abstracts of the Licensed Materials;
		[Guidance Note: relates to ejournals and databases only].
		4. print off an individual copy, or parts of (where relevant for Knowledge Resource type) single articles, topics, pages or chapters from the Licensed Materials;
		5. distribute parts of the Licensed Materials in print or digital 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;
		OR

		distribute permalinks to parts of the Licensed Materials to other Authorised Users. Permalinks will open automatically via AIMS or is on IP range. 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;
		[Guidance Note: delete as appropriate to the Knowledge Resource(s) purchased.]
		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;
		[Guidance Note: relates to ejournals and databases only.]
		7. incorporate digital links to the Licensed Materials in printed and digital 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- digital non-print perceptible form, such as Braille, may also be offered to Authorised Users;

[Guidance Note: this clause may be negotiated with the Supplier to remove wording regarding printed and digital course packs, and study packs. “Electronic Reserves” may be added to this clause and a definition added at clause 2: Definition of Electronic Reserves to state: ”*means materials chosen to support class instruction, in accordance with copyright law, solely for non-commercial, educational use*”.]

* + 1. incorporate parts of, or digital links to, the Licensed Materials in printed or digital 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 digital 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;
		2. 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;
		3. make 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;
		4. deposit in perpetuity digital 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 5.3.7 in digital 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.**
		5. create links to the Licensed Materials from their Online Public Access Catalogue (OPAC) records, library catalogues, resource discovery systems, locally hosted databases or library web pages, printed and digital course packs, study packs, resource lists, search results outputs and current awareness services and in any other material to be used in the course of instruction and/or in virtual and managed environments hosted on a secure network, provided those links do not result in (i) access to the Licensed Materials by anyone other than Authorised Users, or (ii) any paid or Commercial Use. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non- digital non-print perceptible form, such as Braille, may also be offered to Authorised Users;

[Guidance Note: this clause may be negotiated with the Supplier to remove wording regarding printed and digital course packs, and study packs. “Electronic Reserves” may be added to this clause and a definition added at clause 2: Definition of Electronic Reserves to state: ”means materials chosen to support class instruction, in accordance with copyright law, solely for non-commercial, educational use”.]

* + 1. download and save individual (where relevant for Knowledge Resource type) articles, pages or chapters, short passages, figures and/or tables or items of the Licensed Materials in whole or in part for personal use only onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers. The Supplier makes no warranty as to the suitability of any Licensed Materials for use on such devices;
		2. incorporate link resolving software at their authorised organisations to signpost users to the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication;
	1. Supply of copies to other libraries:
		1. The Purchasing Authority or Authorised Users may, subject to clauses 5.1 and 5.5 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 individual documents may comprise of journal articles, book chapters and individual topics in Evidence Summaries and clinical decision support (CDS) resources. 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 are 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.

		[Guidance Note: excludes eBooks].
	2. Neither the Purchasing Authority nor any Authorised Users may:
		1. remove or alter the authors’ names, or any Copyright and proprietary notices or other means of identification or disclaimers as they appear in the Licensed Materials
		2. systematically make print or digital 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 5.3.7;
		3. mount or distribute any part of the Licensed Materials on any digital 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 e-journals this excludes the Bibliographic Data);
		4. access or use all or any part of the Licensed Materials for any Commercial Use;
		5. modify the print or digital copies of any materials printed or downloaded from the Licensed Materials and/or Service; [Guidance Note: DAR resources only].
		6. use any illustrations, photographs, video or audio sequences or any graphics made available in the Licensed Materials and/or from the Service separately from any accompanying text;
		[Guidance Note: DAR resources only].
		7. reverse engineer, disassemble, decompile or translate any software in the Licensed Materials and/or Service, or otherwise attempt to derive the source code of such software, except to the extent expressly permitted under applicable law;
		[Guidance Note: DAR resources only].
		8. use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to: (i) continuously and automatically search, scrape, extract, deep link or index any of the Licensed Materials; (ii) harvest personal information from the Service for the purposes of sending unsolicited or unauthorised material; or (iii) cause disruption to the working of the Service or any other person’s use of the Service.
	3. The Supplier’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 and databases 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 Supplier 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 Supplier’s names or trademarks, without the express written consent of the publisher and / or Supplier;
	4. Pursuant to clauses 5.5 and 5.6, this excludes the use by the Purchasing Authority and Authorised Users at their authorised organisations, who may incorporate link resolving software to signpost users to the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.
1. Supplier’s Undertakings
	1. The Supplier 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 Supplier shall notify the Purchasing Authority giving at least thirty (30) working days’ notice of:
		1. any anticipated material or substantial Supplier (“native”) interface changes, such as a major redesign;
		2. any significant change to the users’ navigation of the Supplier (“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.
	3. Subject to clauses 6.2 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 Supplier containing the particular details with respect to such effect. The Supplier shall have the opportunity to resolve the Purchasing Authority’s concerns within the thirty (30) day period following receipt of the Purchasing Authority’s notice; and, if not resolved within such period, the Purchasing Authority may terminate this HSCC Licence upon written notice to the Supplier given no more than ten (10) 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.
	4. The Supplier reserves the right at any time to withdraw the whole, a part or parts of the Licensed Materials, including that for which it:
		1. no longer retains the right to publish or provide;
		2. has reasonable grounds to (a) believe infringes Copyright or (b) believe is defamatory, obscene, unlawful or otherwise objectionable;
		3. has converted to full Open Access and is no longer offered under the purchasing model.
	5. Subject to commercial confidentiality the Supplier must give at least sixty (60) working days’ written notice to the Purchasing Authority prior to the withdrawal date of the Licensed Materials:
		1. subject to clause 6.4.1 and 6.4.2, fourteen (14) working days’ notice after removal may however be given by the Supplier for content for which it no longer retains the right to (a) provide or (b) for which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable;
		2. where the Licensed Materials are eJournals and / or eBooks, withdrawal shall mean withdrawal of an entire journal title or eBook title within the Licensed Materials.
	6. In the event of the withdrawal of the whole or parts of the Licensed Materials under clauses 6.4, the Purchasing Authority may exercise its rights under clauses 8.1.3.
	7. In the event that ownership of the whole, a part or parts of, the Licensed Materials is sold by the Supplier, the Supplier shall use its best commercial efforts to ensure that the replacement Supplier ensures continuity of this HSCC Licence with the Purchasing Authority:
		1. subject to commercial confidentiality the Supplier must give at least sixty (60) working days’ written notice to the Purchasing Authority prior to the change of ownership date for the Licensed Materials;
		2. in the event that the replacement Supplier cannot continue this HSCC Licence then the Purchasing Authority shall exercise its rights under clause 8.1.4.
	8. The Supplier shall provide to the Purchasing Authority or facilitate the collection and provision by the Purchasing Authority of usage data on a monthly basis. 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 Supplier 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.
	9. Subject to 6.8, usage metrics shall be COUNTER (Release 5.2) compliant (http://www.projectcounter.org/).
	[Guidance Note: for use for the purchase of ejournals, eBooks and databases only].

[Guidance Note: where Evidence Summaries, CPD Resources or multimedia reference resources are purchased, set out the required usage reporting metrics in “ANNEX ONE: Specification” to the “Call Off Order Form”].

* 1. The Supplier shall use all reasonable efforts to act in accordance with the [Transfer Code of Practice](https://www.niso.org/standards-committees/transfer) (https://www.niso.org/standards-committees/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]
1. Purchasing Authority’s Undertakings
	1. The Purchasing Authority shall:
		1. 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;
		2. use reasonable endeavours to monitor compliance with this HSCC Licence and immediately upon becoming aware of any unauthorised use or other breach, inform the Supplier. The Supplier 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 Supplier shall have rights to terminate the Agreement.
	2. 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.
2. Service Performance Measurement & Related Payment
	1. In addition to clauses 18: Performance Measurement and Review of the “Call Off Terms & Conditions” the Purchasing Authority and any Beneficiary shall also be entitled to:
		1. In the event of any unscheduled downtime, or total loss of the Service occurring, the Supplier will offer the Purchasing Authority a percentage reduction against the [quarterly / annual] Fee, calculated using the Service Availability measurement set out in clauses 9.8. Core Service Standard: Measurement and Related Payment.
		[The Supplier shall issue a credit note to the value of the agreed reduction to be credited against future purchases.]

		[Guidance Note: It is advisable that the Supplier clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]
		2. In the event that the full specified functionality of the Service is not available, the Supplier will offer the Purchasing Authority a percentage reduction of the [quarterly / annual] Fee, calculated using the Service Availability measurement set out in 9.8. Core Service Standard: Measurement and Related Payment.
		[The Supplier shall issue a credit note to the value of the agreed reduction to be credited against future purchases.]

		[Guidance Note It is advisable that the Supplier clarifies with the Purchasing Authority at the point of purchase how the credits should be issued]
		3. Subject to clauses 6.4 and 6.6, in the event that the whole, a part or parts of the Licensed Materials is removed or withdrawn by the Supplier for any reason, then the Supplier 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 five percent (05%) of the publication in which it appeared, or if an entire title is permanently removed or unavailable during the Term, the Supplier 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 05% over a Year, then the Supplier 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 9.8.Core Service Standard: Measurement and Related Payment , with the credit being calculated on the basis of the annual Fee.
			[Guidance Note: applicable to full text databases only.]

 [The Supplier shall issue a credit note to the value of the agreed reduction to be credited against future purchases.]

 [Guidance Note It is advisable that the Supplier clarifies with the Purchasing Authority at the point of purchase how the credits should be issued.]

* + 1. Subject to clauses 6.7, in the event that a replacement Supplier cannot continue this HSCC Licence then the Supplier shall reimburse the Purchasing Authority any Fees paid for that part of the Service for the remaining Term.
		2. Subject to clause 9.8.Core Service Standard: Measurement and Related Payment of this HSCC Licence and always to clauses 12.5.6, 12.5.7 and 12.5.8 of the “Call Off 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 Supplier agrees to reflect this through the provision of credit options for the following Term. Such options or adjustments 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.
		[Guidance Note: for use for the purchase of ejournals and databases only.]

		[Guidance Note It is advisable that the Supplier clarifies with the Purchasing Authority at the point of purchase how the credits or adjustments should be issued.]
		3. Where a Supplier has clearly demonstrated in the agreed purchasing model on the Framework and quotation to the Purchasing Authority that the Fee is set independent of Open Access material, clause 8.1.5 shall not apply.

		[Guidance Note: for use for the purchase of ejournals and databases only]
1. Core Service Standards

The Core Service Standards and associated targets, service levels (SLAs) and performance thresholds (KPIs) required by this HSCC Licence are set out in Annex TWO: Core Service Standards and associated targets, SLAs & KPI’s TO the “Call Off Order Terms & Conditions”.