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NATIONAL INSTITUTE FOR HEALTH

AND CARE EXCELLENCE

BMJ PUBLISHING GROUP LTD (“BMJ”) Provider Licence

For the

**NICE Electronic and Print Content
Framework Agreement**

**LOT 2**

**FOR THE PROVISION OF**

 *Electronic Journals*

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1. Introduction

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

The Provider Licence is specific to BMJ’s supply of electronic journals 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”:

**Authorised Users**: the eligible persons as set out in the Specification to the “Order Terms & Conditions” who are permitted access the Licensed Materials

**Beneficiaries:** shall have the meaning ascribed to it in the “Order Terms and Conditions”. Where applicable the relevant Beneficiary (ies) under this Agreement shall be set out in the above Schedule.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business and “working day” shall have the same meaning.

**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;

**Customer Cause**: use by the Purchasing Authority, A Beneficiary, or an Authorised User of any hardware or software or data that prevents access to the Licensed Material in accordance with and by the means set out in this Agreement.

**Downtime:** unscheduled maintenance or outages or disruptions to the Website during business hours on Business Days that result in the a temporary interruption of access to or a temporary interruption of the availability of the Licensed Material, excluding outages and disruptions due to Customer Cause or caused by third parties, or outages or disruptions attributable in whole or in part to force majeure events.

**Licensed Material:** the licensed material as set out in the Specification to the “Order Terms & Conditions”,

**Order Terms & Conditions:** the NICE Electronic and Print Content Framework Agreement Order Terms & Conditions

**Prohibited Uses**: the uses of the Licensed Material that are not permitted under this Licence as set out in Clause 4.

**Service Standards:** the expected standards and objectives for the Licensed Material.

**Term:** the period from the Commencement Date stated in clause 9 of the Order Terms & Conditions unless terminated or extended.

**Website:** the website or websites or any BMJ or third Party interface upon which the online Licensed Material may be accessed.

**Website Terms and Privacy Policy:** the Website terms and conditions and privacy policies accessible from the Website.

Any words following the terms *including, include, in particular, for example* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1. Contact Details

Name: Phil Perks

 Job Title: Sales Manager Subscriptions

 Address: BMA House, Tavistock Square, London, WC1H 9JR

 Telephone: 020 7383 6213

 Facsimile: 020 7383 6213

 Email: pperks @bmj.com

1. Service Usage

In consideration of receipt of the Agreement Price and on the terms of this Agreement, BMJ grants Purchasing Authority (or where applicable the Beneficiary) a non-exclusive, non-transferable licence for the Term to access, and to permit its Authorised Users to access the Licensed Materials on the Website. **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.
		8. 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;
		9. **Open Access material**. Where Licensed Material contains articles or material article upon or in relation to which it is stated to be “Open Access”, Authorised Users may copy, distribute, transmit and adapt such articles subject to:
1. The terms of the Creative Commons Attribution licence which is stated to apply to that article and attributing such use of the article as follows:

*“This article has been published in the [****insert journal name****] [give full reference] and can also be viewed on the journal’s website at [insert link]”*

1. ensuring all third party rights within all images, diagrams, photographs or other illustrative material, not owned by the authors or BMJ are cleared independently and appropriately and all BMJ or third party trade marks are removed from any derivative works; and
2. ensuring any translations, have prominently displayed on them the statement:

*“This information has been translated and adapted from original English language content produced by BMJ Publishing Group Limited (BMJ). BMJ did not perform the translation. Translated content is provided on an "as is" basis.  Translation accuracy, quality or reliability is not guaranteed or implied. Neither BMJ nor its licensors is responsible for any errors and omissions arising from translation and to the fullest extent permitted by law BMJ shall not incur any liability, including without limitation, liability for damages, arising from the translated content. BMJ may update the native English Language content on which the translated content is based from time to time. It is your responsibility to verify the translated content reflects the most recent version. Medical professionals should use their own professional judgment in using this information and BMJ content should not be considered a substitute for that”*

* 1. Purchasing Authority acknowledges that access and use of the Licensed Materials by Authorised Users is subject to their compliance with the Website Terms and Privacy Policy.
	2. Access to the Licensed Material by an Authorised User is conditional on his or her acceptance of the [Website Terms](http://www.bmj.com/company/legal-information/) and [Privacy Policy](http://www.bmj.com/company/your-privacy/). If an Authorised User fails to abide by the Website Terms and Privacy Policy, BMJ reserves the right in its discretion to suspend or terminate such Authorised User’s access to the Licensed Material immediately without notice.
	3. Prohibited Uses: The Purchasing Authority shall not and shall procure that neither the Beneficiaries nor the any Authorised Users:
		1. remove or alter the authors’ names, or the publisher’s 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 4.1.8;
		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 Agreement. (For the avoidance of doubt in the case of electronic journals this excludes the Abstracts and Bibliographic Data);
		4. create derivative works of the Licensed Material (including any translation);
		5. remove, obscure, or change: an author’s name or affiliation; BMJ’s or its licensor’s copyright notices, policies, disclaimers, terms or other means of identification;
		6. access or use all or any part of the Licensed Materials for any Commercial Use.
	4. 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 Agreement;
		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 Agreement 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 trade mark, 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.
	5. 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.
		3. Nothing in this Licence shall make the Purchasing Authority liable for breach of the terms of the Licence by any Authorised User provided that the Purchasing Authority did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
1. Service Availability
	1. The Provider will:
		1. provide notification of an Incident. Details are:

Email: support@bmj.com

Webform:support.bmj.com

Telephone: +44 (0)207111 1105;

* + 1. upload new issues or editions to the Server(s) within 06 Business Days of receipt of content from the publisher;
		2. provide access to new issues or editions no later than the day of upload to Server and
		3. as set out in Annex A.
1. Service Access
	1. 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 BMJ 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; and
		4. As further set out in Annex A.
2. Technical
	1. 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; and
		4. As further set out in Annex A.
3. User Support
	1. The Provider will:
		1. provide a point of contact for helpdesk and support services. Details are:

 Email: support@bmj.com

Webform:support.bmj.com

Telephone: +44 (0)207111 1105;

8.1.2 Provide user support as set out in Annex A.

1. Service Notifications
	1. The Provider will provide service notifications as set out in Annex A.
2. Service Reporting
	1. The Provider will provide service reporting as set out in Annex A..
3. Measurement & Related Payment

11.1 The Provider will provide all agreed measurements and related payment requirements as set out in Annex A.

11.2 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 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).

# Annex A – “Service Standards & Associated Service Level Agreements, Key Performance Indicators and Technical Requirements”.

For the Purposes of this Annex A, the following terms shall have the following meanings:

“Provider” shall refer to BMJ;

“Incident” shall mean the most serious grade of fault and always means the Website is unavailable. An Incident includes, but is not limited to: a) the Website failing to respond; or b) Licensed Materials and functionality becoming unavailable to most Authorised Users.

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

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| **Ideal service requirement** | **BMJ’s contractual Service Level** |
| 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 | BMJ shall ensure that Downtime does not exceed 99.8% during each year of the Agreement. |
| Provider measures availability of the Service.  | BMJ shall uses the following 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); andSD = 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 |
|  | Measured on a monthly basis and provided in agreed reporting |
| 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% |
| Notification of scheduled or routine maintenance to agreed timescales. | A minimum of five (5) Business Days’ notice in writing is to be given for periods of scheduled maintenance. Regular periods of scheduled maintenance can also be identified at time of licensing. |
| A point of contact for response to an Incident is provided. | BMJ shall provide a named contact and chain of command for response to Incidents, including details of relevant contacts, including helpdesk and technical personnel. |
| Notification of an Incident is provided to the Purchasing Authority. | Within 02 hours of Incident occurring. |
| Can fix and restore Service as a result of an Incident to an agreed timeframe. | Within 02 Business Days of Incident occurring.  |
| Provides a report of any Incident occurrence to an agreed timeframe. | Report to be supplied no more than 07 Business Days after Incident resolution. |

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

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| **Service Level Requirements** | **BMJ’s contractual Service Level** |
| Upload of content to the Server to agreed timescales | As per the Specification  |
| New issues or editions uploaded to Server(s) within agreed timeframe.***[Guidance Note: applies to ejournals and eBooks only]*** | Within 6 Business Days 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 the day of upload to the Server. |
| 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 Business Days of receipt of content from publishers.Where aware of habitual delays to full text content provision, BMJ shall take steps with the relevant publisher partner(s) to mitigate further delays to ongoing uploads.  |

* 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 Requirements** | **Mandatory Service Level(s)** |
| 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 ]*** |
| Maintains full text content size of database(s). FULL TEXT DATABASES ONLY***[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. |
| 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. |
| 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% |

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 Requirements** | **Mandatory Service Level(s)** | **Key Performance Indicator**  |
| 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)”.  | 100% compliance |
| Has in place a regular procedure for the refresh of Authorised Users records for the Eduserv OpenAthens service.Policies and procedures are in place to work closely with Eduserv to implement OpenAthens changes. | Monthly refreshRegisters the main point of contact (named person, dedicated email and telephone number) in either the OpenAthens Federation Manager or OpenAthens SP interface. | 100% compliance100% compliance |
|  | Adheres to and actions notifications / action requirements sent out by Eduserv for the OpenAthens service. | 100% compliance |
|  | Supports Eduserv delivery and access via OpenAthens authentication through a main point of contact on all service and support needs. | 100% compliance |
| 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. | 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** | **Measure** |
| Supports Security Assertion Markup Language (SAML)  | Is registered as a live entity in the OpenAthens Federation. |
| Is compliant with Eduserv OpenAthens | Is registered as a live entity in the OpenAthens Federation. |
| Has in place a regular procedure for the refresh of Authorised Users records for the Eduserv Open Athens service. | Monthly refresh  |

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

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| **Service Level Requirements** | **Mandatory Service Level(s)** |
| 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”. |
| 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”. |
| 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. 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. |

* 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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| **Ideal technical requirements** | **Measure** |
| 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. |
| Complies with OpenURL standards | Fully compliant or where partially-compliant can demonstrate acceptable solution in place with nationally commissioned Citation Link Resolver and Knowledge Base service supplier . |
| 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. |
| Provides data changes to agreed frequency. | Changes to data provided as frequently as the data changes. |
| 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. |

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

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| **Service Level Requirements** | **Mandatory Service Level(s)** |
| Permanent access ensured for content purchased in perpetuity. ***Guidance Note: applies to eJournals and eBooks only]*** | Provides a method of access.  |
| Specifies whether there are any associated costs with access. |
|  | Ensures perpetual usage rights as per the original agreement for ejournals ( nb excludes BMJ’s DTB and BMJ Case Reports where purchased). |

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

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| **Service Level Requirements** | **Mandatory Service Level(s)** |
| Meets all industry technical standards.  | Adherence to associated Technical Requirements for Standard: “Complies with the Framework technical requirements for electronic Content Resources”. |
| 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. |
| 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. |
| Provides downloadable MARC records.***Guidance Note: applies to print books, eBooks and print journals only]*** | Functionality to download MaRC records with embedded Order data, including frequency of publication and estimated date of publication. |

* 1. Associated Technical Requirements for compliance with 13.2.1 “the Framework standard technical requirements for electronic Content Resources”.

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| **Technical Requirements** | **Measure** |
| Complies with : https://www.gov.uk/service-manual/user-centred-design/accessibility | Fully compliant |
| Complies with: https://www.w3.org/standards/webdesign/  | Partially compliant |
| Complies with: http://www.iso.org/iso/catalogue\_detail.htm?csnumber=52075 | Fully compliant |
| Ensures service and content is available and accessible on either Port 80 (for world wide web) or Port 443 (https). | Fully compliant |
| Ensures Service works with full functionality on IE 9 and above. | Fully compliant |
| Ensures Service works with partial functionality on IE 6, IE7 & IE8. | Fully compliant |

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

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| **Service Level Requirements** | **Mandatory Service Level(s)** |
| Provides notification of any anticipated material or substantial native interface changes (e.g. major redesign). | Within 30 Business Days prior to changes going live. |
| Provides notification of any significant change to users’ navigation of the native interface. | Within 30 Business Days prior to changes going live. |
| 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 Business Days prior to changes going live. |
| Provides notification of the withdrawal of the Licensed Materials.  | At least 60 Business Days’ notice prior to the withdrawal date of title(s).(14 Business Days’ notice 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). |
| 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.
 |
| Provides notification of new content additions to agreed timescales. | Monthly. |

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

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| **Service Level Requirements** | **Mandatory Service Level(s)** | **KPI** |
| Has a single point of contact for helpdesk services. | Provides single point of contact (named person, dedicated email and telephone number). | Full Compliance |
| Responds to Complaints within an agreed timeframe. | Within 01 working day of receipt and provides confirmation of action to be taken within 02 Business Days. | 100 % of all Complaints received. |
| Responds to General Enquiries within an agreed timeframe. | Within 02 Business Days of receipt. | 100% of all General Enquiries received. |
| Resolves and closes General Enquiries received within an agreed timeframe. | Within 18 Business Days from reported issue date.  | 95% of all General Enquiries resolved within 18 Business Days- Full Compliance. |
|  | 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. | Full Compliance  |
| Has a standard procedure in place to notify purchasers of any duplication of content purchases within the same organisation. | Fully compliant | Full Compliance |
| Offers training and education programmes to support usage.  | Fully compliant | Full Compliance |

* + 1. Standard: Adheres to Service reporting requirements

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| **Service Level Requirements** | **Mandatory Service Level(s)** | **KPI** |
| Attends contract and service review meetings at an agreed frequency. | At least quarterly and always annually. | 100% compliance with reporting requirements |
| Provides a contract management / service report at an agreed frequency. | At lease quarterly and always annuallyIncludes a summary of performance for key service standards, SLA’s and KPI’s in regular contract management service report. | 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 an agreed contract management/service report.  | 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 | 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. |