

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE

The Cochrane Library

**“Terms and Conditions of Contract”
(inclusive of Licence Agreement)**

FINAL

THIS AGREEMENT is made the 18th day of January 2023

BETWEEN:

The National Institute for Health and Care Excellence (NICE) whose principal office is Level 1A, City Tower, Piccadilly Plaza, Manchester M1 4BT (**'The Contracting Authority'**); and

John Wiley & Sons Limited whose registered office is at The Atrium, Southern Gate, Chichester, West Sussex, PO19 8SQ (**'The Provider'**).

BASIC DETAILS

NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	John Wiley & Sons Limited The Atrium Southern Gate, Chichester West Sussex, PO19 8SQ		
DESCRIPTION OF CONTRACTOR	Content Provider		
DESCRIPTION OF PROJECT SERVICES	National access and use of The Cochrane Library platform (or successor platform where it pertains to Cochrane Library content) in England		
NICE BUDGET HOLDER	<div></div>		
NICE PROJECT MANAGER	<div></div>		
NOMINATED MANAGER OF CONTRACTOR	<div></div>		
CONTRACTOR AUTHORISED SIGNATORY	<div></div>		
DATE AGREEMENT SIGNED	D	M	Y
DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	01	05	2023
DATE AGREEMENT ENDS (IF FIXED DATE)	30	04	2025
CONTRACT NUMBER	<div></div>		
PROJECT NUMBER	<div></div>		

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1. Defined Terms

1.1. In these terms and conditions the words and expressions below will be interpreted to have the meanings adjacent to them:

“Abstract”	means a short summary that provides all the major points of a journal article or publication;
“Agreement”	means this agreement concluded between the Contracting Authority and the Provider including: (a) the clauses contained herein; (b) the Annexes attached hereto; and (c) such variations in writing as shall be agreed by the Contracting Authority and the Provider according to the provisions of Annex 4 (Variations to the Agreement).
"Agreement Price"	means the monies payable by the Contracting Authority to the Provider for the provision of the Deliverable(s) as set out in “Annex THREE: Pricing Schedule”. In the absence of agreement by the Parties to the contrary, the Agreement Price shall be inclusive of all taxes, duties, expenses and disbursements save for VAT, which shall be at the prevailing rate (if applicable) and shall include the costs of all equipment and materials including all travelling expenses involved and all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Provider of any Intellectual Property Rights for the purpose of performance of the Agreement;
“Agreement Standard”	means such standard as complies in each and every respect with all relevant provisions of the Agreement;
“Affected Party”	means in the context of Clause 44.2 the Party whose obligations under the Agreement have been affected by the Force Majeure Event;
“Annexes”	means the Annexes to this Agreement;

"Authorised Officer"	means a person designated as such by NICE from time to time as notified in writing to the Provider to act as the representative of NICE for all purposes connected with the Agreement, including any authorised representative of such person;
"Authorised Users"	means those persons who are authorised via geo-IP restrictions implemented by the Provider to have access to The Cochrane Library via the Provider website, provided that such Authorised Users are located within the geographical region of England and can be specifically authenticated by the Provider for such access as outlined in clause 9;
"Bibliographic Data"	means the information needed to identify and retrieve a publication, to include items like author, title, publisher, place of publication, publication date, journal title, volume and part number, keywords or relevance to the Licensed Materials;
"The Cochrane Library"	means the Service and Licensed Materials as set out in "Annex ONE: Specification"; the collection of databases which comprise the Cochrane Library and which are accessible by eligible users at: http://www.cochranelibrary.com
"Commencement Date"	means the date agreed by the Parties in writing or detailed in the "Terms & Conditions of Contract" or "Annex ONE: Specification", on which the provision of the Deliverable(s) is to start;
"Commercial Use"	means use for the primary purposes of monetary reward (whether by or for the Contracting Authority or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials;
"Confidential Information"	means information, data and material of any nature which either Party may receive or obtain in connection with the operation of the Agreement and:

- (i) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 2018) or (in the case of the Contracting Authority) which relates to any patient or his or her treatment or medical history;
- (ii) the release of which is likely to prejudice the commercial interests of the Contracting Authority or (as the case may be) the Provider respectively; or
- (iii) which is a trade secret;

“Contract Manager”	means a person designated as such by the Provider from time to time as notified in writing to the Contracting Authority to act as the duly authorised representative of the Provider for all purposes connected with the Agreement, including any authorised representative of such person;
“Contracted Authorised Users”	means those Authorised Users or organisations contracted by the Contracting Authority to carry out work on its behalf, or in collaboration with the Contracting Authority;
“Contracting Authority”	means the National Institute for Health and Care Excellence (NICE), or any successor body;
“Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by applicable Data Protection Legislation. Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;
"Costs"	includes costs, charges, outgoings and expenses of every description;

“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Protection Impact Assessment”	means an assessment by the Provider of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject, Data Protection Officer”	take the meaning given in the GDPR
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Default”	means any breach of the obligations of either Party, (including but not limited to fundamental breach or breach of a fundamental term), or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other hereunder;
“Deliverable(s)”	means the Service(s) and Licensed Materials detailed in “Annex ONE: Specification”; “Annex TWO: Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)” to this Agreement;

"Dispute Resolution Procedure"	means the process of resolving disputes between Parties as set out in clause 31;
"DPA 2018"	means Data Protection Act 2018
"Force Majeure Event"	means one or more of the following to the extent that it is not attributable to the Provider or the Provider's staff: war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the Deliverable(s), but which is not confined to the workforce of the Provider or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; epidemic or infectious disease; or Act of God, or other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Agreement;
"UK GDPR"	means the General Data Protection Regulation as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic

Communications (Amendments etc) (EU Exit)
Regulations 2020

“General Enquiries”

means all Authorised User enquiries sent to the Provider for resolution that does not concern an incident or critical query regarding any term of this Agreement;

“Good Industry Practice”

means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of deliverable(s) similar to the Deliverable(s) under the same or similar circumstances as those applicable to the Agreement and which are in accordance with any codes of practice published by relevant trade associations;

“Insolvent”

means:

a) if the Provider is an individual, that individual or where the Provider is a partnership, any partner(s) in that firm becomes bankrupt or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors;

b) if the Provider is a company, the passing by the Provider of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Provider or the dissolution of the Provider, or if an administrator is appointed, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Provider or its directors or by a qualifying

floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of any of the Provider's assets, or if the Provider makes an arrangement with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; and

c) any event in any jurisdiction other than England and Wales which is analogous to any of the above;

"Intellectual Property"

means any and all patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, Know-How (as defined below), unregistered trademarks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites), unregistered design rights and other rights in designs and rights in databases, subsisting anywhere in the world; the right for the maker of a database to prevent extraction or reutilisation or both of the whole or a substantial part of the content of that database, as described in the Copyright and Rights in Databases Regulations (S.I. 1997 No. 3032) (or subsequent amending United Kingdom legislation) on the legal protection of databases; rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in this definition "Intellectual Property"; and rights of the same or similar effect or nature as or to those above in each case in any jurisdiction;

"Intellectual Property Right (IPR)"

includes the right to exploit any Intellectual Property or any right which is similar or analogous to any Intellectual Property; any moral right; any licence, right or interest of any kind arising out of or granted or created in respect of any Intellectual

	Property; any right to bring an action for passing off or any similar or analogous proceeding;
"In Writing"	shall be interpreted to include any document which is recorded in manuscript, typescript, any electronic communication as defined in Section 15 of the Electronic Communications Act 2000 but excluding mobile telephone text messages;
"KPI"	means Key Performance Indicator(s) that are metrics used to quantify the performance of the Provider and monitor the Provider's adherence to the Service Level Agreement(s) as set out in "Annex TWO: Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)";
"Licensed Materials"	means the electronic material as set out in "Annex ONE: Specification" or in new Specifications to this Agreement that may be agreed by the Parties from time to time;
"Location"	means the location or premises of the Contracting Authority;
"Month"	means a calendar month;
"Open Access"	means Open Access publishing, which provides free online access to peer-reviewed research. Open Access aims to make the findings of academic research available electronically, immediately, without charge and free from most copyright or licensing restrictions; full-text content made freely available to end users without the need for a subscription;
"Party"	means any party to the Agreement individually and "Parties" refers to all of the parties to the Agreement collectively. A Party shall include all permitted assigns of the Party in question. All persons who are not a Party to the Agreement are third parties;
"Person"	includes any individual, partnership, firm, trust, body corporate, government, governmental body,

authority, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns;

"Personal Data"	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
"Processing"	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Processor"	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Provider;
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

“Provider”	means John Wiley & Sons Limited;
“Provider’s Privacy Policy”	means the policy posted at https://www.wiley.com/en-us/privacy and effective from 29 April 2022
“Review”	means the Contracting Authority’s assessment of the Provider’s performance to deliver the Deliverable(s) to this Agreement, as detailed in clause 8 of this Agreement and the Annexe(s);
“Provider’s Service”	means the Provider’s provision of the technical infrastructure and functionality to access and use the Service (s) and / or the Licensed Materials, pursuant to and in accordance with the Agreement, as detailed in “Annex One: Specification”;
“Session”	means the period time a user is actively engaged – for instance, with a website or app. Usage data – (for instance, screen views, e-events or e-commerce etc) is associated with a session.
“Server(s)”	means, either the Provider’s server(s) or a third-Party server(s) designated by the Provider, on which the Licensed Materials are mounted and may be accessed;
“The Service”	means the Licensed Materials and the Provider’s Service, pursuant to and in accordance with the Agreement, as detailed in “Annex One: Specification”;
“Service(s)”	means services provided by the Provider pursuant to, and in accordance with, the Agreement as detailed in “Annex ONE: Specification”; “Annex TWO: Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)”;
“Service Availability”	means the Service is available so that Authorised Users can search and access the Licensed Materials via the Provider’s or third-party’s service (the “native interface” or “supplier interface”), 24

(twenty-four) hours per day, 07 (seven) days per week, 365 (three hundred and sixty-five) days per year, including Bank Holidays, excluding scheduled or routine maintenance;

“SLA”	means Service Level Agreement(s) – a formal negotiated agreement between two Parties that sits within this Agreement that records the common understanding about the service standards or service objectives which the Provider is required to achieve in the performance of the Agreement, details of which are contained in “Annex TWO: Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)”;
“Specification”	means the description of the Service and / or Licensed Materials and / or Service(s) together with (where applicable) a brief description of the Deliverable(s) to be provided pursuant to this Agreement and set out in “Annex One: Specification”;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Provider related to this Agreement;
“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 “Terms and Conditions of Contract” and / or “Annex One: Specification”;
“Terms and Conditions of Use”	means the rights and restrictions governing access to The Cochrane Library by both the Contracting Authority and Authorised Users;
“Third-Party Systems”	means online services utilised by Authorised Users to discover and access the Licensed Materials. These systems include, but are not limited to: Google Scholar, PubMed, library management systems, reference management software, point of care and decision support tools such as UpToDate, and ClinicalKey, BrowZine,

and Providers' native interfaces for abstracting and indexing databases such as CINAHL, Medline and Web of Science as well as the Copyright Licensing Agency (CLA).

“Year” means during the Term, any 12-month Term commencing on the Commencement Date or an anniversary thereof.

2. Interpretation

- 2.1. In these terms and conditions, all references to any statute or statutory provision shall be deemed to refer to English statutes and statutory provisions and include references to English statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto.
- 2.2. Any headings to clauses, together with the front cover and the contents are for convenience only and shall not affect the meaning of these terms and conditions. Unless the contrary is stated references to clauses shall mean the clauses of these terms and conditions.
- 2.3. Unless otherwise expressly defined in these terms and conditions, the words used in these terms and conditions shall bear their natural meaning.
- 2.4. Where a term of these terms and conditions provides for a list of items following the word "including" or "includes" then such list is not to be interpreted as being an exhaustive list. Any such list shall not be treated as excluding any item which might have been included in such list having regard to the context of the contractual term in question. The ejusdem generis principle is not to be applied when interpreting these terms and conditions. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 2.5. In these terms and conditions, words importing any particular gender include all other genders.
- 2.6. In these terms and conditions, words importing the singular only shall include the plural and vice versa.

- 2.7. In these terms and conditions “staff” and “employees” shall have the same meaning.
- 2.8. Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Parties shall be in writing.
- 2.9. All monetary amounts are expressed in pounds sterling.
- 2.10. Except where an express provision of these terms and conditions states the contrary, each and every obligation of a Party under the terms and conditions is to be performed at that Party's cost.
- 2.11. Any reference to a Party "procuring" another person to act or omit to act in a certain manner shall mean that the Party so procuring shall be liable for any default on the part of the person acting or omitting to act in that manner.
- 2.12. All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

3. Term

- 3.1. This Agreement shall take effect on the Commencement Date, 01st May 2023 and shall expire automatically twenty-four (24) months from the Commencement Date, unless it is otherwise terminated in accordance with the provisions of the Agreement, or otherwise lawfully terminated, or extended.
- 3.2. There is no provision within this Agreement to extend the Term beyond 30th April 2025.

4. Agreement Price

- 4.1. The Agreement Price includes payment in full for all facilities and resources (exclusive of VAT) required by the Provider to provide the Deliverable(s) in accordance with the Agreement. Any facilities or resources needed or used by the Provider to perform the Deliverable(s) shall be provided by the Provider without additional cost to the Contracting Authority.
- 4.2. In the event that the Agreement is varied under clause 30 in such a way as to affect the Agreement Price and if agreement between the Parties cannot be reached on the adjustment to the Agreement Price

within 3 months both Parties shall jointly act to resolve the dispute in accordance with clause 31.

- 4.3. If the adjusted Agreement Price is not so agreed or certified until after such variation has taken effect, the Contracting Authority shall continue to pay the Provider at the rate current prior to the variation. The Provider shall be entitled to recover from the Contracting Authority and the Contracting Authority shall be entitled to recover from the Provider as the case may be such sum if any as is equal to the difference between the amount which should have been paid in accordance with the adjusted Agreement Price and the amount which was actually paid.

5. Appointment

- 5.1. The Contracting Authority appoints the Provider to provide the Deliverable(s):
- 5.1.1. promptly (and in any event within any time targets as may be set out in the Specification or Annexe(s)) and in a professional and courteous manner so as to reflect and promote the image of the Contracting Authority;
 - 5.1.2. strictly in accordance with the Specification or Annexe(s) and all provisions of the Agreement; and
 - 5.1.3. in accordance with all laws and regulations applicable in England and Wales and Good Industry Practice; and
 - 5.1.4. in accordance with the policies (including, when on any premises of the Contracting Authority or on any other premises where it works alongside the Contracting Authority's staff, any racial discrimination and equal opportunities policies), rules, procedures and the quality standards of the Contracting Authority and as amended from time to time.
- 5.2. The Provider accepts the terms of appointment as provided in clause 5.1.
- 5.3. The Provider warrants to the Contracting Authority it has satisfied itself that it has the abilities and experience in all respects to provide the Deliverable(s) pursuant to the Agreement.

6. Authorised Officers

- 6.1. Any notice, information or communication given to or made by an Authorised Officer shall be deemed to have been given or made by the Contracting Authority.
- 6.2. The Provider shall decline from providing details of the Deliverable(s) to any of the Contracting Authority's staff who are not Authorised Officers.

7. Deliverables

- 7.1. Wherever the Agreement requires the Provider to provide a Deliverable:
 - 7.1.1. such Deliverable will be delivered in the form prescribed and in accordance with the Specification or Annex(es);
 - 7.1.2. the Contracting Authority may accept such Deliverable or reject it at its reasonable discretion on the grounds that such Deliverable does not meet the brief set out in the Specification or Annexe(s) or the requirements otherwise made known to the Provider by the Contracting Authority;
 - 7.1.3. the Contracting Authority will not reject any Deliverable (wholly or in part) without providing written reasons to the Provider as to why such Deliverable has been rejected;
 - 7.1.4. any dispute as to whether the Contracting Authority has exercised its right to reject any Deliverable reasonably shall be resolved by the Dispute Resolution Procedure (Section 31 of this Agreement); and
 - 7.1.5. any Deliverable(s) which are rejected shall be replaced by the Provider (at no extra charge to the Contracting Authority) by Deliverable(s) which meet the brief set out in the Specification or Annex(es). The Contracting Authority may terminate this Agreement if the Deliverable(s) are not deemed satisfactory by the Contracting Authority, acting reasonably.

8. Performance of the Deliverable(s)

- 8.1. The Provider shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Deliverable(s) to the Agreement Standard.

- 8.2. To the extent that the Specification or Annex(es) include the date, format and method of delivery, the applicable performance and quality measures, performance due-by dates, minimum performance levels and methods of performance measurement in respect of the Deliverable(s), the Provider will abide by the same.
- 8.3. Where the performance of the Provider does not meet the required service level(s) as detailed in “Annex TWO: Service Level Agreement (SLAs) and Key Performance Indicators”, the consequence of breach is defined in “Table TWO: KPIs and Consequence of Breach “within Annex TWO.
- 8.4. The Contracting Authority and the Provider will co-operate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Contracting Authority to derive the full benefit of the Agreement.
- 8.5. The Provider shall provide information in a format, medium and at times specified by the Contracting Authority, related to the performance of the Deliverable(s) as may be reasonably required.
- 8.6. In providing the Deliverable(s), the Provider shall use Good Industry Practice to ensure that any computer systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to the Contracting Authority's and Users' computer systems.
- 8.7. If at any time the Provider becomes aware of any act or omission or any proposed act or omission by the Contracting Authority or by any member, official or employee of the Contracting Authority or which prevents or hinders or may prevent or hinder the Provider from providing the Deliverable(s) in accordance with the Agreement then the Provider shall immediately inform the Authorised Officer of that fact. For the avoidance of doubt, the Provider's compliance with this clause shall not in any way relieve the Provider of any of its obligations under the Agreement.
- 8.8. The Contracting Authority shall provide the Provider with copies of any relevant Contracting Authority policies, rules, procedures and quality standards (and shall promptly inform the Provider of any amendments to such documents) to enable the Provider to comply with its obligations under the Agreement.

- 8.9. The Contracting Authority may, where necessary, require the Provider to set up and maintain appropriate policies, rules, procedures and quality standards in relation to the employment of its own staff while carrying out their duties in relation to the Agreement at the Location. This shall include, but not be limited to, disciplinary and grievance procedures. The Provider shall provide the Contracting Authority with copies of such policies, rules, procedures and quality standards (and shall promptly inform the Contracting Authority of any amendments to such documents).
- 8.10. The Provider will immediately notify the Authorised Officer of any actual or potential problems relating to the Provider's own contractors that affects or might affect the ability to provide the Deliverable(s).
- 8.11. The Provider will be responsible for providing and maintaining the Deliverable(s) to the Agreement Standard at all times, and will ensure continuity of supply (at no extra cost to the Contracting Authority) in accordance with the Specification or Annex(es). The Provider must have in place contingency plans and arrangements which may be viewed by the Contracting Authority on request to ensure continuity of supply.
- 8.12. The Provider will immediately notify the Authorised Officer of any actual or potential industrial action, including strike action, whether such action is of his own staff or others, that affects or might affect his ability at any time to provide the Deliverable(s).
- 8.13. The Provider will be responsible for providing and maintaining the Deliverable(s) to the Agreement Standard during industrial action, at no additional cost to the Contracting Authority. The Provider must have in place contingency plans and arrangements to ensure this which are to be supplied to the Contracting Authority on request.

9. Service Delivery

- 9.1. The Provider grants to the Contracting Authority and the Authorised Users, during the Term of this Agreement, a non-exclusive, non-transferable right and licence to access The Cochrane Library website, and the full text and other material such as datasets published online in The Cochrane Library.
- 9.2. Authorised Users will have unlimited access to all available content in the Licensed Materials, including but not limited to, Tables of

Contents, article abstracts, chapter summaries and websites for The Cochrane Library.

- 9.3. The Cochrane Library supports unlimited concurrent Authorised Users.
- 9.4. Authentication will be based on whether Authorised Users:
- access The Cochrane Library from a valid IP address in England, provided this IP address has not been subject to an IP masking tool; or
 - submit acceptable location details in England and register for access by username and password in the event that the Provider is unable to recognise a valid IP address.
- 9.5. The Provider will:
- 9.5.1. make The Cochrane Library and its data feed available to the Contracting Authority and its Authorised Users from the Server;
- 9.5.2. use all commercially reasonable endeavours to make The Cochrane Library available to the Contracting Authority and to Authorised Users at all times and on a twenty-four hour basis, save for notified routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service, informing the Contracting Authority that access has been restored;
- 9.5.3. ensure uninterrupted online access to and continuous availability of The Cochrane Library to Authorised Users and to restore access to The Cochrane Library and / or its data feed as promptly as possible in the event of an interruption in accordance with this Licence, and to restore access to The Cochrane Library as promptly as possible in the event of an interruption or suspension of The Cochrane Library platform which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider), informing the Contracting Authority that access has been restored;
- 9.5.4. ensure that the relevant Server(s) referred to in clause 9.5.1 have adequate capacity and bandwidth to support the usage of the Contracting Authority and the 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 Licence;
- 9.5.5. ensure that Digital Object Identifiers (DOIs) are registered with the DOI System as close to publication of new systematic reviews as possible; make all commercially reasonable endeavours to ensure that geo-IP access to the Service is restricted to England only for Authorised Users;
- 9.5.6. provide the Contracting Authority within thirty (30) days of the Commencement Date of this Agreement, with information sufficient to enable the Contracting Authority and Authorised Users to access the Licensed Materials.

10. Access and Usage Rights

- 10.1. The rights and restrictions governing access to The Cochrane Library by the Contracting Authority and the Authorised Users are outlined in the “Terms and Conditions of Use” in clauses 10.1.1 – 10.1.2.
- 10.1.1. Authorised Users have the right to access The Cochrane Library from anywhere in England.
- 10.1.2. Authorised Users may not do anything to restrict or inhibit any other Authorised User’s access to or use of The Cochrane Library.
- 10.2. The rights and restrictions governing usage of the content hosted on The Cochrane Library by the Contracting Authority, Contracted Authorised Users and the Authorised Users are outlined in the “Terms and Conditions of Use” in clauses 10.3 – 10.10.
- 10.3. Usage rights set out are deemed to complement and extend the rights of the Contracting Authority and Authorised Users under current UK copyright legislation or any amending legislation and any licence held by the Contracting Authority which grants additional copying permissions.
- 10.4. **The Contracting Authority** has the right to use the Licensed Materials to:

- 10.4.1. inform the development of NICE guidance, advice and other NICE derivative outputs (such as implementation support tools) which will be made available for use and reuse in the UK and internationally. For the avoidance of doubt, such NICE outputs may integrate or combine material from The Cochrane Library with other works to create new works;
- 10.4.2. provide printed or electronic copies of single articles, topics, pages or chapters from the Licensed Materials, at the request of individual Authorised Users;
- 10.4.3. display, download or print the Licensed Materials for the purpose of supporting internal marketing, committee member events, testing or training of Authorised Users, and for internal corporate training programmes;
- 10.4.4. create links to the Licensed Materials in The Cochrane Library from their Online Public Access Catalogue (OPAC) records, library catalogues, resource discovery systems, locally hosted databases or library web pages, printed and electronic course packs, study packs, resource lists 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-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;
- 10.4.5. incorporate link resolving software at their authorised organisations to access the Licensed Materials via third-Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.
- 10.5. The Provider grants the usage rights as set out in clauses 10.4 to Contracted Authorised Users solely when carrying out work on the Contracting Authority's behalf, or in collaboration with the Contracting Authority.
- 10.6. The Provider grants the Contracting Authority the right to perform automated searches and to index the Licensed Materials in The Cochrane Library using the Contracting Authority's third-party search engine. Each search result will link to The Cochrane Library. All

results of such searching and indexing are solely for the purpose of enhancing access to The Cochrane Library for the Contracting Authority's Authorised Users. The Provider reserves the right to ask the Contracting Authority to temporarily suspend and fix any fault if malfunction or misuse of the third-party technology causes any interference to the operation of the Service; or if the Provider needs to carry out upgrades or other technical fixes which require automated search to be temporarily disabled. The Contracting Authority will provide the name of a technical person who can be contacted in such circumstances.

10.7. Authorised Users:

- 10.7.1. may download, view, and print out single copies of individual articles or entries from the Licensed Materials for the Authorised User's own personal use, scholarly, educational or scientific research or internal business use provided such use takes place within the geographical region of England;
- 10.7.2. have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles or other entries from the Licensed Materials for the Authorised User's own personal use, or in their own scholarly, educational and scientific works such as (but not limited to) books and articles, or internal business use provided such use takes place within the geographical region of England;
- 10.7.3. have the right to use the Licensed Materials to inform the development of implementation support tools and outputs such as guidance and advice, and current awareness services, which may be made available across the NHS in England;
- 10.7.4. may electronically export to reference management software individual Bibliographic Data and / or Abstracts of the Licensed Materials for personal use only;
- 10.7.5. may use the option to create a My Profile Page, which will allow Authorised Users to create data files and links to articles and entries of interest in The Cochrane Library and search criteria, which may be reused by Authorised Users. To do so, the Authorised User will have to select and register a user name and password, which the Authorised

User must keep confidential and not disclose to or share with anyone else;

- 10.7.6. may 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 electronic course packs, study packs, resource lists 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 access to the Licensed Materials by anyone other than Authorised Users. 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;
- 10.7.7. may incorporate link-resolving software at their authorised organisations to access the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.
- 10.7.8. All Authorised Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. The Provider reserves the right to modify such Terms of Use as described therein.
- 10.8. Except as provided in clauses 10.7, Authorised Users may not copy, distribute, transmit or otherwise reproduce material from the Licensed Materials; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list-serv, or for use by any information brokerage or for systematic distribution, whether or not for non-profit or Commercial Use, or for a fee or free of charge.
- 10.9. To protect the integrity and attribution of The Cochrane Library, the Contracting Authority and the Authorised Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer contained therein or on any screen display. Authorised Users may not integrate substantial parts of the material from The Cochrane Library with other material or otherwise create derivative works in any medium, since the exclusive right to prepare derivative works based upon the copyrighted work is vested in the copyright owners. However, brief quotations for purposes of

comment, criticism or similar scholarly purposes are not an infringement of copyright and are not prohibited herein.

- 10.10. If an Authorised User fails to abide by these “Terms and Conditions of Use”, Wiley reserves the right in its sole discretion to suspend or terminate such Authorised User’s access to The Cochrane Library immediately without notice if misuse is suspected, in addition to any other available remedies. Notwithstanding the above, except in the case of a material breach which Wiley deems dangerous to the integrity and security of The Cochrane Library, Wiley shall give prior written notice to the Contracting Authority of its intention to terminate such Authorised User’s access and shall allow the Contracting Authority and/or the Authorised User thirty (30) days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Licence.
- 10.11. Pursuant to clauses 10.7 – 10.10, this excludes the use by the Contracting Authority and / or Authorised Users at their authorised organisations, who may incorporate link resolving software to access the Licensed Materials via Third Party Systems, if hosted on a Secure Network and using an appropriate method of authentication.
- 10.12. For the avoidance of doubt, neither the Contracting Authority nor any funding contributor of the Contracting Authority in relation to this Agreement may profit from the collection of monies for the national provision of The Cochrane Library under this Agreement.

11. Provider’s Undertakings

- 11.1. In addition to any more specific obligations imposed by the terms of the Agreement, it shall be the duty of the Provider to provide the Service(s) to the Agreement Standard.
- 11.2. The Provider will:
- 11.2.1. maintain and update an accurate list of information about the key contacts within the Contracting Authority organisation which the Contracting Authority will provide from time to time. The contacts on this list should be used to communicate any changes about the Cochrane Library;
 - 11.2.2. maintain best practice approaches to achieve the standards and levels of service required as defined within “Annex

TWO: Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)".

- 11.3. The Provider reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish. On becoming aware of the withdrawal of any or all of the Licensed Materials, the Provider will inform the Contracting Authority within fourteen (14) days.
- 11.4. If the Provider has reasonable grounds to believe any of the Licensed Materials infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, the Provider shall withdraw such Licensed Materials with immediate effect on becoming aware and notify the Contracting Authority within fourteen (14) days of such withdrawal.
- 11.5. The Provider shall provide written notification no less than sixty (60) working days in the event that ownership of the whole, a part or parts of the Licensed Material is sold by the Provider, and the Provider shall use its best commercial efforts to ensure that the replacement Provider ensures continuity of this Agreement with the Contracting Authority. In the event that the replacement Provider cannot continue this Agreement, then the Provider shall reimburse the Contracting Authority any fees paid for that part of the Service for the remaining Subscription Period, such reimbursement payment to be made to the Contracting Authority within three (03) months of the Licensed Materials being sold.
- 11.6. The Provider shall provide written notification no less than thirty (30) working days:
 - 11.6.1. for any planned new developments and / or significant change (including but not limited to the Provider's Service), to any aspect of the provided service, to include details of how these planned developments will fit within the Contracting Authority's technical specifications;
 - 11.6.2. of anticipated material or substantial Provider ("native") interface changes, such as a major redesign or significant change to the users' navigation or access to the Licensed Materials.

12. Privacy and Data Protection Policy

- 12.1. The Provider recognises the importance of protecting the information collected from Authorised Users in the operation of The Cochrane Library platform, and shall take reasonable steps to maintain the security, integrity and privacy of any information in accordance with this section 12: "Privacy and Data Protection Policy", the privacy policy posted at <https://www.wiley.com/en-us/privacy> ("Provider's Privacy Policy"), and the applicable Data Protection Legislation.
- 12.2. The Provider will ensure that any identifiable personal information it collects during the registration and purchasing processes will be adequate, relevant and not excessive for purposes of operating The Cochrane Library or any of the services operated hereunder and it will be kept accurate and up-to-date based on information provided. Except as expressly provided herein or in the Provider's Privacy Policy, unless the Provider has received consent from the Authorised User, the Provider will not disclose any personal information identifying Authorised User or the Contracting Authority to any third party except where necessary in connection with services provided by appropriate intermediaries, who will be required to comply with the confidentiality provisions of this policy. In addition, the Provider may disclose personally identifiable information to third parties in order to comply with the law or requests by law enforcement agencies, to enforce these Terms and Conditions or to protect the rights, property or safety of the Wiley Online Library, The Cochrane Library, Authorised Users or the Contracting Authority.
- 12.3. In the event that all or substantially all of the business or assets relating to The Cochrane Library platform are sold or otherwise assigned to another entity, personally identifiable information may be transferred to such entity. The Provider shall ensure Authorised Users are made aware that such information may be transferred.
- 12.4. The Provider may disclose to carefully chosen third parties navigational and transactional information in the form of anonymous, aggregate usage statistics (including "page views" on The Cochrane Library and the products) and demographics but only in forms that do not reveal an Authorised User's identity or confidential information, except as required by law, as needed in connection with legal proceedings, or unless the Provider has received the Authorised User's consent.

- 12.5. The Provider may use cookies to collect information for research purposes. The Provider shall not use cookies to collect and store individually identifiable information. The Provider shall ensure the Authorised User is aware of the use of cookies.
- 12.6. Links may be provided from The Cochrane Library to other third-party websites. The Provider shall ensure that Authorised Users are made aware that third-party websites are subject to their own privacy and data protection policies and not covered by the Provider's Privacy Policy, and that third-party companies may be placing and reading cookies in the cookie file of the browser on the Authorised User's computer hard disk or using web beacons or other technologies. The Provider shall inform Authorised Users that third parties typically use a cookie or third-party web beacon to collect information and the Provider shall inform the Authorised User of the option to opt-out of this type of advertising, or by following instructions for opting out provided in the third-party ad servers' privacy and data protection policies. The use of these technologies by third-party servers is subject to their own privacy and data protection policies and is not covered by the Provider's Privacy Policy. The Provider will not take responsibility for the privacy policies of, and usage of, personal information collected by others including, without limitation, those of any partner or affiliate.
- 12.7. The Provider shall periodically review this Privacy and Data Protection Policy. The Provider reserves the right to modify its Provider Privacy Policy (<https://www.wiley.com/en-us/privacy>) at any time and the Contracting Authority reserves the right to check that the Provider Privacy Policy remains acceptable to the Contracting Authority under this Agreement. The Contracting Authority will notify the Provider of any concerns it has following such review of the Provider's Privacy Policy which the Provider shall consider in good faith and may make changes to its Privacy Policy to address such concerns.

13. Warranty and Disclaimer by the Provider

- 13.1. The Provider represents and warrants that it has the right and authority to make The Cochrane Library available to the Contracting Authority and the Authorised Users pursuant to the terms of this Agreement and that, to the best of the Provider's knowledge, The Cochrane Library does not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.

- 13.2. The Cochrane Library may provide Authorised Users with links to third-party websites. Where such links exist, the Provider disclaims all responsibility and liability for the content of such third-party websites. Authorised Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
- 13.3. Except for the warranties provided by Wiley in clause 13.1:
- 13.3.1. The Cochrane Library and all materials contained therein are provided on an "as is" basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, or implied warranties of merchantability or fitness for a particular purpose;
 - 13.3.2. The use of The Cochrane Library and all materials is at the Authorised User's own risk;
 - 13.3.3. Access to The Cochrane Library may be interrupted and may not be error free; and
 - 13.3.4. Neither The Cochrane Library, the Provider, or anyone else involved in creating, producing or delivering the electronic products or the materials contained in The Cochrane Library, shall be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of the Authorised User's use of or inability to use The Cochrane Library and all materials contained therein.
- 13.4. The Provider shall indemnify and hold the Contracting Authority harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Contracting Authority arising out of the claim of a third party that Wiley's Licence for The Cochrane Library or the Contracting Authority's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall not apply if the claim involves content which has been modified or otherwise used in a manner not permitted under this Licence, or if the Contracting Authority has failed to comply with other material terms of this Licence.
- 13.5. The Contracting Authority shall give prompt notice of an infringement claim to Wiley, provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow the Provider to have the sole control of the defence, provided, however, that the Contracting Authority retains the right to participate in the defence at its own expense.

14. Contracting Authority's Undertakings

14.1. The Contracting Authority will:

- 14.1.1. take all reasonable measures to inform Authorised Users of the "Terms and Conditions of Use" and to emphasise to such Authorised Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- 14.1.2. co-operate with Wiley as required to prevent any unauthorised access of which it has actual notice or knowledge;
- 14.1.3. promptly notify the Provider of any copyright infringement or unauthorised usage of The Cochrane Library which comes to the Contracting Authority's attention; and cooperate with the Provider in the investigation of such infringement or unauthorised use and in any action, which the Provider takes to enforce its copyright, at the Provider's expense. Notwithstanding the above, the Contracting Authority shall not be responsible for such unauthorised use which is without the express or implied consent of the Contracting Authority, provided that the Contracting Authority has taken reasonable steps to prevent such misuse and, upon learning of it, notifies the Provider promptly of any such breach or infringement.

15. Intellectual Property

- 15.1. All Intellectual Property provided on The Cochrane Library platform shall remain the property of the relevant copyright owner, and the Service and / or Licensed Materials shall be supplied 'as is'.
- 15.2. The Contracting Authority acknowledges that The Cochrane Library and its content is protected by copyright. All rights not specifically granted to the Contracting Authority are expressly reserved.

16. Service Performance Measurement, Review and Related Payment

- 16.1. The Provider shall attend formal, minuted, quarterly and annual service review meetings (each such meeting being a "Review"), as required by the Authorised Officer, to discuss the Contracting Authority's levels of satisfaction in respect of the Deliverable(s)

provided under the Agreement and to agree any necessary action to address areas which do not meet the Agreement Standard. The Provider will not obstruct or withhold its agreement to any such failure to meet agreed standards. Such Reviews shall be attended by duly authorised and sufficiently senior employees of both the Contracting Authority and the Provider, together with any other relevant attendees such as any contributing funder, as appropriate. The Parties shall agree a standing agenda for such Reviews.

- 16.2. If any part of any Deliverable is found to be defective or different in any way from the Specification or Annexe(s) or otherwise has not been provided to the Agreement Standard other than as a result of a default or negligence on the part of the Contracting Authority, the Provider shall at its own expense re-perform the Deliverable(s) in question (without additional remuneration thereof) within such time as the Contracting Authority may reasonably specify.
- 16.3. If the performance of the Agreement by the Provider is delayed by reason of any act or default on the part of the Contracting Authority or, by any other cause that the Provider could not have reasonably foreseen or prevented and for which it was not responsible, the Provider shall be allowed a reasonable extension of time for completion of the Deliverable(s) so affected.
- 16.4. In the event of the Total Service Threshold not being met the Provider will offer the Contracting Authority a percentage reduction against the quarterly Fee, calculated using the Service Availability measurement set out in ANNEX TWO – Service Level Agreement (SLAs) and Key Performance Indicators. The Provider shall issue a credit note to the value of the agreed reduction to be credited against future invoices.
- 16.5. Subject to clause 11.3 and 11.5, in the event that the whole, a part or parts of the Licensed Materials is removed or withdrawn by the Provider for any reason, then the Provider shall refund to the Contracting 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.
- 16.6. Subject to clause 11.5, in the event that a replacement Provider cannot continue providing the Service under this Licence then the Provider shall reimburse the Contracting Authority any Fees paid for that part of the Service for the remaining Term.

17. Reporting & Monitoring

- 17.1. The Provider shall appoint a single point of contact for this Agreement for the purposes of contract and service management (the “Contract Manager”)
- 17.2. The Provider shall provide to the Contracting Authority, or facilitate the collection and provision by the Contracting Authority, of usage and statistical data which is COUNTER (Release 5) (<http://www.projectcounter.org/>) compliant on a monthly basis, to be reported on a quarterly and annual 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 Provider assigns its rights to another Party, the Contracting Authority may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 17.3. The Provider shall attend quarterly review meetings and an annual review meeting with the Contracting Authority and provide the Contracting Authority with a service report no later than seven (07) working days before the scheduled Review meeting. The service report should use the management reporting template supplied by the Contracting Authority in Annex SEVEN and should provide a summary of performance against any agreed KPIs and reporting requirements to include (but not limited to):
 - 17.3.1. Service Availability statistics and details.
 - 17.3.2. Scheduled maintenance (both advertised and used), showing the start and finish date and time of each period of Scheduled maintenance.
 - 17.3.3. Details of material changes to, or removal of, any content within the Licensed Materials (both occurring over the last quarter and any pre-notification of changes or removal over the next quarterly period).
 - 17.3.4. Details of any Service incidents or issues, their resolution and response times.
 - 17.3.5. Details of General Enquiries and / or complaints received and resolution.
 - 17.3.6. Details of any financial invoices and payments made during the reporting period.

- 17.3.7. Referrals to The Cochrane Library.
- 17.3.8. Delivery of quarterly and annual reports to schedule.
- 17.3.9. Subject to clause 18, details of any global communications circulated that refer to this Agreement.
- 17.4. The total amount and percentage of Open Access content in The Cochrane Library should be reported by the Provider quarterly and annually by month, using the management reporting template (OA tracker tab”) supplied by the Contracting Authority in Annex SEVEN to include:

Total amount of Open Access content in CDSR and on The Cochrane Library.	Number of reviews made Open Access divided by the number of reviews in the CDSR database
AND	AND
Percentage of Open Access content in CDSR and on The Cochrane Library.	Number of reviews made Open Access divided by number of articles in the Cochrane Library.

- 17.5. Subject to clause 17.3, a report to show content statistics, trend graphs and narrative analysis should be provided to include (but not limited to):
 - 17.5.1. Number of resources by each database.
 - 17.5.2. Number of resources added to each database.
 - 17.5.3. Number of cumulative full text downloads by month and year
 - 17.5.4. Number of full text downloads by users in England by each database.
 - 17.5.5. Usage by article access status.
 - 17.5.6. Number of sessions by users in England by each database.
 - 17.5.7. Top ten quarterly articles.
 - 17.5.8. Listing of all articles published annually in arrears for England arranged by download volume.
 - 17.5.9. Page views and unique users (annually).
 - 17.5.10. Search page timings (annually).
 - 17.5.11. Cochrane Clinical Answers – number of Sessions. (A Session is the period time a user is actively engaged with

your website, app, etc. All usage data (Screen Views, Events, Ecommerce, etc.) is associated with a Session).

18. Communications

- 18.1. The Provider shall not publish or cite any global communication that refers to this Agreement without written approval by NICE prior to distribution.
- 18.2. Subject to clause 18.1, the Provider shall ensure that any reference to NICE is factual and all communications are consistent and written in English.
- 18.3. It is **not** permitted to use the NICE logo, or any NICE sub-branding, on any communications.

19. Invoicing, Payment and VAT

- 19.1. The Provider shall invoice the Contracting Authority for the Deliverables provided by the Provider quarterly in advance to the schedule set out in “Annex THREE: Pricing Schedule.” To meet reporting requirements for the Provider’s shareholders, invoices for quarters 1 and 2 of each year will be submitted together but the quarter 2 invoice will have ninety (90) days payment terms.
- 19.2. The Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Deliverables supplied and that it is supported by any other documentation reasonably required by the Contracting Authority to substantiate the invoice including.
 - 19.2.1. The Agreement number.
 - 19.2.2. The period to which the invoice relates.
 - 19.2.3. The Deliverables provided by the Provider together with any other details that the Contracting Authority may require.
- 19.3. All invoices sent to the Contracting Authority must:
 - 19.3.1. Include a claim for Value Added Tax (if applicable) at the prevailing rate; the invoice must give the requisite details of the taxable supply.
 - 19.3.2. Be accurate and correct in all material respects.
 - 19.3.3. Be from John Wiley & Sons Limited.

19.4. The Provider shall send all invoices to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

19.5. Electronic copies of invoices: If appropriate, the Provider may submit and monitor invoices by registering an account with [REDACTED] using the link: [REDACTED]

19.6. The Provider will submit a [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

19.7. Subject to the due performance of the Provider's obligations pursuant to this Agreement and its Annexes, the Contracting Authority shall pay all invoices (by BACS or such other method that may be agreed) submitted by the Provider in accordance with "Annex THREE: Pricing Schedule" within thirty (30) days of their receipt.

19.8. The Contracting Authority shall not be liable to pay any invoices which are received other than in accordance with clauses 19.2 and 19.3.

19.9. If at any time an overpayment has been made to the Provider for any reason whatsoever the amount of such overpayment shall be repaid forthwith.

19.10. The Contracting Authority shall be entitled to deduct from any monies due or to become due to the Provider any monies agreed to be owing to the Contracting Authority from the Provider.

19.11. The Contracting Authority reserves the right to withhold payment of invoices in relation to the Deliverables not delivered, in whole or in part, until the Deliverable(s) (to which any invoices relate), in whole or in part is successfully concluded, completed and/or delivered to the Agreement Standard. Any payments withheld will relate to only that

portion of supply or deliverables in question and not as a whole and will be notified by the Contracting Authority in writing.


- 19.12. The Provider shall maintain financial records relating to the Agreement for a period not less than six (06) years after the end of the Agreement Period.
- 19.13. The Provider grants to the Contracting Authority, and to any statutory or regulatory auditors of the Contracting Authority and to authorised agents, the right of reasonable access to (and if necessary to copy) the financial records relating to the Deliverables during normal business hours on reasonable prior notice.
- 19.14. The Provider shall provide all reasonable assistance at all times during the Agreement Period and during the period of six (06) years thereafter for the purposes of allowing the Contracting Authority to obtain such information as is necessary to fulfil the Contracting Authority's obligations to supply information for parliamentary, governmental, judicial or other administrative purposes and/or to carry out an audit of the Provider's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.
- 19.15. If there is dispute over all or any of the charges made by the Provider, the Contracting Authority may, without prejudice to its other rights and remedies, notify the Provider that, the Provider will be paid the sum that is not in dispute, or that the Provider will not be paid the invoiced amount, until the dispute has been resolved pursuant to clause 31 (Dispute Resolution Procedure).
- 19.16. In addition to all other remedies available under this Agreement or at law, the Provider is entitled to suspend the provision of The Cochrane Library or services, including but not limited to access to The Cochrane Library, if the Contracting Authority fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If the Provider executes this option, the Contracting Authority will not be entitled to any reduction in the payment due, nor refund due to the suspension.

20. Notices and Communication

- 20.1. Any notice to be given under the Agreement shall either be delivered personally, or sent by first-class recorded delivery post (airmail if overseas), or electronic mail. The address for service of each Party shall be its registered office or such other address as either Party may

previously have notified to the other Party in writing. A notice shall be deemed to have been served:

- 20.1.1. if personally delivered, at the time of delivery;
 - 20.1.2. if posted, at the expiration of forty-eight (48) hours or (in the case of airmail seven days) after the envelope containing the same was delivered into the custody of the postal authorities; and
 - 20.1.3. if sent by electronic mail, a telephone call is made to the recipient alerting the recipient that an electronic mail message has been sent (as evidenced by a contemporaneous note of the Party sending the notice), and a hard copy of such notice is also sent by first-class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
 - 20.1.4. in proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class, recorded delivery or airmail letter (as appropriate).
- 20.2. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to the party as follows:

Wiley (The Provider)	John Wiley & Sons Limited The Atrium Southern Gate Chichester West Sussex PO19 8SQ 
NICE (The Contracting Authority)	The National Institute for Health and Care Excellence Level 1a City Tower Piccadilly Plaza Manchester M1 4BD United Kingdom

	<div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> Programme Director, Information Services
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21. Staff and Resources

- 21.1. The Provider shall be fully responsible in every way for its entire staff and all consultants (whether part-time or full-time).
- 21.2. The Provider shall ensure that it complies with all current employment legislation and, in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010, the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Deliverable(s). The Provider shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Deliverable(s) do not unlawfully discriminate within the meaning of this clause 21.2; and
- 21.3. The Provider shall notify the Contracting Authority immediately of any investigation of, or proceedings against, the Provider under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 21.4. The Provider shall indemnify the Contracting Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Contracting Authority arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act 2010 due directly or indirectly to any act or omission by the Provider, its agents, employees or sub-contractors.

22. Provider's Key Personnel

- 22.1. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Provider.
- 22.2. The Contract Manager shall be suitably qualified in accordance with the Specification or Annex(es).
- 22.3. The Provider shall forthwith give notice in writing to the Authorised Officer of the identity of the person appointed as Contract Manager and of any subsequent appointment. Until notice of a subsequent

appointment shall have been given, the Contracting Authority shall be entitled to treat as Contract Manager the person last notified to the Authorised Officer as being the Agreement Manager.

- 22.4. The Provider shall ensure that the Contract Manager, or a competent deputy who is duly authorised to act on their behalf, is available to the Contracting Authority at all times.
- 22.5. The Provider shall inform the Authorised Officer of the identity of any person authorised to act for any period as deputy for the Contract Manager before the start of that period.
- 22.6. The Contract Manager or his deputy shall consult with the Authorised Officer and such other of the Contracting Authority's own supervisory staff as may from time to time be specified by the Authorised Officer as often as may reasonably be necessary for the efficient provision of the Deliverable(s) in accordance with the Agreement.
- 22.7. The Provider's staff engaged in and about the provision of the Deliverable(s) shall primarily be under the control and direction of the Provider's own supervisory staff but nevertheless while on the Contracting Authority's premises will obey all reasonable instructions given to them by the Contracting Authority's supervisory staff in any matter occasioned by the operational needs of the relevant service or the health, safety or welfare of anyone.
- 22.8. The Provider shall ensure that their staff carry out their duties and behave while on the Contracting Authority's premises in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them. The Provider's staff shall not cause any unreasonable or unnecessary disruption to the routines, practices, and procedures of the Contracting Authority's staff, patients or visitors, or any of the staff of any other Providers.

23. Health and Safety

- 23.1. The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on its premises in the performance of its obligations under the Agreement.
- 23.2. The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Contracting Authority on request.

24. Environmental and Sustainability

- 24.1. The Provider shall endeavour to perform its obligations under the Agreement in accordance with the aims of the Contracting Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 24.2. The Provider shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Deliverable(s). Without prejudice to the generality of the foregoing, the Provider shall where applicable:
- 24.2.1. unless otherwise agreed with the Contracting Authority, insofar as any Deliverable(s) supplied under the Agreement comprise or include electrical or electronic equipment, manage the said equipment and associated consumables at end of life to facilitate recovery, treatment, recycling and provide any information which the Contracting Authority may reasonably require from time to time;
- 24.3. The Provider shall meet all reasonable requests by the Contracting Authority for information evidencing the Provider's compliance with the provisions of this clause.

Sustainability/Carbon Emission Management

- 24.4. The Provider shall use its reasonable endeavours to comply with the requirements of the Climate Change Act (2008) and the current NHS Carbon Reduction Strategy at any time throughout the Agreement and extension term(s), and any future updates or any such equivalent law of the geological location where the work takes place. The Provider will ensure key personnel, in particular managers, are familiar with the strategy and updates or any other relevant environmental requirements.
- 24.4.1. The Provider will ensure a process and system is in place to measure, monitor and reduce carbon across the organisation.
- 24.4.2. The Provider will ensure a process is in place to actively raise awareness of sustainability and carbon reduction at every level of the organisation.

25. Assignment

- 25.1. Neither party shall assign the whole or any part of the Agreement without the prior written consent of the other party except that in the

case of the Provider, the Provider may assign the Agreement to a group company.

25.2. Subject to 25.125.1 if consent to assign is requested from the Authorised Officer:

25.2.1. the Contracting Authority may insist upon the production to it (inter alia) of all reasonable information and documentation relevant to:

25.2.1.1. the financial liability;

25.2.1.2. competence; and

25.2.1.3. relevant experience of the proposed assignee

25.2.1.4. as reasonable and valid conditions of their consent under clause 25.1;

25.2.2. the Provider must engage the most appropriate and qualified assignee to undertake the supply of the Service(s).

26. Warranty

26.1. The Provider warrants to the Contracting Authority that it has all necessary corporate standing and authorisation to enter into and be bound by the terms of this Agreement. At all times in connection with this Agreement, the Provider shall be an independent Provider and nothing in this Agreement shall create a relationship of agency or partnership or a joint venture as between the Provider and the Contracting Authority and accordingly the Provider shall not be authorised to bind the Contracting Authority.

27. Liability

27.1. Neither Party excludes or limits liability to the other Party for:

27.1.1. death or personal injury caused by its negligence; or

27.1.2. fraud

27.1.3. fraudulent misrepresentation; or

27.1.4. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

27.2. Subject to clause 27.1, the Provider shall indemnify the Contracting Authority and keep the Contracting Authority indemnified fully against all claims, proceedings, actions, damages, reasonable costs, expenses, and any other liabilities which may arise out of, or in consequence of, the supply of the Deliverables.

27.3. Subject always to clauses 27.1 and 27.4, in no event shall either Party be liable to the other for any:

- 27.3.1. loss of profits, business, revenue or goodwill; and/or
 - 27.3.2. loss of savings (whether anticipated or otherwise); and/or
 - 27.3.3. indirect or consequential loss or damage.
- 27.4. The Provider shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure incurred by the Contracting Authority resulting from the direct Default of the Provider.

28. Insurance

- 28.1. The Provider shall maintain an appropriate insurance policy to cover its liabilities to the Contracting Authority under this Agreement.
- 28.2. The Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term and for a minimum of six (06) years following the expiration or earlier termination of the Agreement.
- 28.3. The Provider shall give the Contracting Authority, upon reasonable request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place.
- 28.4. If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by the provisions of the Agreement the Contracting Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

29. Limitation of Liability

- 29.1. Subject to clauses 27.1 and 27.3 and any circumstances where liability may not be limited under applicable law, the Contracting Authority shall not be liable to the Provider for any costs whatsoever which arise out of or are connected with the Contracting Authority's adherence or non-adherence to the terms and conditions of this Agreement.
- 29.2. Neither the Provider nor its partners, directors, officers, shareholders, employees, advisors or agents shall be liable (whether in contract,

tort, or for any other reason) for any (i) economic loss, including loss of revenues, profits or business, (ii) loss of goodwill or reputation, or (iii) indirect, consequential or special losses suffered or incurred by the Contracting Authority arising out of or related to this Agreement. In no event shall the Provider's aggregate liability exceed the amounts actually paid and/or due to the Provider hereunder in the 12 months preceding the date of the incident giving rise to liability.

30. Agreement or Specification Change or Variation

- 30.1. The Contracting Authority may at any time propose to the Provider any reasonable variation or addition to the Agreement or Specification or Annex(es) and the parties shall discuss in good faith such variation.
- 30.2. No such variation or addition shall affect the continuation of the Agreement.
- 30.3. Where either Party sees a need to make an Agreement or Specification or Annex(es) Change, the Contracting Authority may at any time request such change and the Provider may at any time recommend such change, provided that each party give the other at least ninety (90) day's written notice of any change or addition and provided that either (a) such change or addition can be achieved without need for additional funding; or (b) that the Contracting Authority agrees to provide any additional funding reasonably required by the Provider in respect of such change or addition; or (c) should the change require an adjustment to the approved cost in Annex(es), that such adjustment is agreed by both parties. The notice shall give details of the variation or addition and the date on which it is to take effect.
- 30.4. Any request for an Agreement or Specification or Annex(es) change shall be provided in writing in the form at "ANNEX FOUR - Variation to Agreement".
- 30.5. Neither Party shall unreasonably withhold its agreement to any Agreement or Specification or Annex(es) change. For the avoidance of doubt, any withholding of agreement by the Contracting Authority shall not be considered to be unreasonable where any Agreement or Specification or Annex(es) change recommended by the Provider would or might (in the opinion of the Contracting Authority) result in the Provider's provision of Deliverable(s) failing to conform to the terms of this Agreement or to the approved cost being exceeded.
- 30.6. Until such time as an Agreement change is made the Provider shall, unless otherwise agreed in writing, continue to provide the Deliverable(s) pursuant to the Agreement as if the request or recommendation had not been made.

- 30.7. Any discussions which may take place between the Parties in connection with a request or recommendation before the authorisation of a resultant Agreement or Specification or Annex(es) change shall be without prejudice to the rights of either Party.
- 30.8. Discussion between the Parties concerning an Agreement change shall result in one of the following:
- 30.8.1. no action being taken; or
 - 30.8.2. the request to make an Agreement change by the Contracting Authority being implemented; or
 - 30.8.3. the recommendation to make an Agreement change by the Provider being implemented.
- 30.9. Subject to clause 30.3, this Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

31. Dispute Resolution Procedure

- 31.1. During any dispute, including a dispute as to the validity of the Agreement, it is mutually agreed that the Provider shall continue its performance of the provisions of the Agreement (unless the Contracting Authority requests in writing that the Provider does not do so).
- 31.2. If a dispute arises between the Contracting Authority and the Provider in relation to any matter which cannot be resolved by the Authorised Officer and the Contract Manager either of them may refer such dispute to the Dispute Resolution Procedure.
- 31.3. In the first instance each of the Contracting Authority and the Provider shall arrange for a more senior representative than those referred to in clause 31.2 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Contracting Authority (but the chairman shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 31.4. If the meeting(s) referred to in clause 31.3 does not resolve the matter in question then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the Parties. To initiate mediation the Parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator. The mediation shall commence within

twenty-eight (28) days of the Mediation Notice being served. Neither Party to the mediation will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

32. Rights to Renegotiation

- 32.1. In addition to its right under clause 30 “Agreement or Specification Change or Variation”, the Contracting Authority may choose to re-negotiate the terms of this Agreement including the contract value with the Provider where:
- 32.1.1. the Provider fails (in whole or in part) to perform any material obligation of the Provider owed to the Contracting Authority, including any KPI, on more than three (03) consecutive occasions, or three (03) occasions within a six (06) month period; or
 - 32.1.2. the Provider no longer holds exclusive rights to publish and commercialise The Cochrane Library or any of the products within it on behalf of the Cochrane Collaboration.

33. Termination

- 33.1. The Contracting Authority may terminate the Agreement (in whole or in part) by serving written notice on the Provider in any of the following circumstances:
- 33.1.1. a material failure (in whole or in part) by the Provider to perform any material obligation of the Provider under this Agreement provided that (if capable of remedy) such failure has not been remedied to the Contracting Authority's reasonable satisfaction within a period of thirty (30) days following written notice demanding remedy of the failure in question being served by the Contracting Authority on the Provider; or
 - 33.1.2. the Provider fails (in whole or in part) to perform any material obligation of the Provider owed to the Contracting Authority, including identified KPIs (“Annex TWO: Service Level Agreement (SLAs) and Key Performance Indicators”) on more than three (03) consecutive occasions, or three (03) occasions within a six (06) month period; or
 - 33.1.3. should no satisfactory agreement be reached between the parties under clause 32.1 (if invoked), the Contracting Authority may terminate this Agreement;

- 33.1.4. the Provider becomes Insolvent or otherwise ceases to be capable of providing the Deliverable(s); or
- 33.1.5. the Provider is in default of any duty of care or any fiduciary or statutory duty owed to the Contracting Authority and/ or any patient, employee or agent of the Contracting Authority; or
- 33.1.6. there is a change of ownership or control of the Provider which, in the reasonable opinion of the Contracting Authority will have a material impact on the provision of the Deliverable(s) or the image of the Contracting Authority, provided that this sub-clause shall not apply in the event of a change of ownership or control of the Provider to another company within the group of companies under the direct or indirect control of John Wiley & Sons, Inc. ("Wiley Group"); or
 - 33.1.6.1. the Provider no longer retains the rights to provide the Licensed Materials;
 - 33.1.6.2. the Provider purports to assign the Agreement in breach of clause 26 "Assignment"; or
 - 33.1.6.3. the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the Agreement or any other Agreement with the Contracting Authority, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Contracting Authority; or similar acts have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Provider); or
 - 33.1.6.4. if in relation to the Agreement or any other Agreement with the Contracting Authority the Provider or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward to any officer of the Contracting Authority which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration.
- 33.2. The Provider may terminate the Agreement in the following circumstance, by giving six (06) months' written notice:
 - 33.2.1. if the Contracting Authority has committed a material breach of the Agreement; and

- 33.2.2. the Provider has brought the breach of Agreement to the attention of the Authorised Officer; and
- 33.2.3. the Contracting Authority has not corrected the said breach of Agreement within thirty (30) days of the date of such notice.
- 33.3. The Provider agrees that upon termination for any reason (under Clause 33.1 and 32.2 or otherwise) or expiry of the Agreement it shall not be entitled to make a claim against the Contracting Authority in relation to costs incurred by the Provider in providing the Deliverable(s) or costs incurred in acquiring equipment and/or materials used in the provision of the Deliverable(s) or in engaging third parties in connection with the Deliverable(s) whether or not such costs were amortised in the calculation of the Agreement Price payable by the Contracting Authority under the Agreement. For the avoidance of doubt, the Provider will not be restricted from making any claim in respect of the Agreement Price to the extent the Agreement Price is outstanding and due and payable.
- 33.4. The Contracting Authority and the Provider agree that termination (in whole or in part) or expiry of the Agreement shall not affect either Party's obligations which the Agreement provides shall survive the termination or expiry of the Agreement or the continuance of the part or parts not terminated where the Agreement is terminated in part only.
- 33.5. Any termination (in whole or in part) of the Agreement will not prejudice the rights, obligations and duties of each Party arising prior to such termination taking effect.
- 33.6. In addition to the rights under any other provision of this Agreement, the Contracting Authority may terminate the Agreement giving the Provider three (03) months' written notice, if there is any reorganisation of the NHS or Department of Health and Social Care or any significant change in funding or any change of government policy that directly or indirectly affects (or relates to) either the existence, role, objectives, purpose or services of the Contracting Authority.

34. Arrangements on Termination

- 34.1. The Contracting Authority and the Provider agree that termination or expiry of the Agreement shall not affect either Party's obligations which the Agreement provides shall survive the expiration or termination of the Agreement.
- 34.2. The Provider shall retain all papers, files, records and vouchers relating to the provision of the Service(s) in relation to this Agreement for the period of six (06) years after the date of the termination of the Agreement.

35. Audit and Accounts

35.1. For the purpose of:

- 35.1.1. the examination and certification of the Contracting Authority's accounts; or
- 35.1.2. any examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources.

35.2. The Comptroller and Auditor General and the Contracting Authority or its auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Provider relating to this Agreement and the provision of the Deliverables by the Provider and may require the Provider to produce such oral or written explanation as they consider necessary. The Provider acknowledges that it will fully cooperate with any counter-fraud policy or investigation, whether carried out by the Counter Fraud and Security Management Service, or any equivalent body, successor or function, at any time. For the avoidance of doubt, it is hereby declared that the Audit Act 1983 or any re-enactment thereof in relation to the Provider is not a function exercisable under this Agreement.

36. Confidentiality

36.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 36, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

- 36.1.1. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement;
- 36.1.2. the provisions of this clause 36 shall not apply to any Confidential Information which:
 - 36.1.2.1. is in or enters the public domain other than by breach of the Agreement or other act or omissions of the Recipient;
 - 36.1.2.2. is obtained by a third party who is lawfully authorised to disclose such information; or
 - 36.1.2.3. is authorised for release by the prior written consent of the Discloser; or

- 36.1.2.4. the disclosure of which is required to ensure the compliance of the Contracting Authority with the Freedom of Information Act 2000 (the FOIA).
- 36.2. Nothing in this clause 36 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Provider is the Recipient, to a company within the Wiley Group provided that the Provider procures that such holding company complies with this clause 36 as if any reference to the Provider in this clause 36 were a reference to such holding company.
- 36.3. The Provider authorises the Contracting Authority to disclose the Confidential Information to such person(s) as may be notified to the Provider in writing by the Contracting Authority from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods and / or Services supplied in accordance with the Agreement, such exercise being commonly referred to as "benchmarking". The Contracting Authority shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Contracting Authority shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 36.4. The Provider acknowledges that the Contracting Authority may be subject to the FOIA. The Provider notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Provider will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Provider from time to time) to the extent that they apply to the Provider's performance under the Agreement.
- 36.5. The Provider agrees that:
- 36.5.1. without prejudice to the generality of clause 36.2, the provisions of this clause 36 are subject to the respective obligations and commitments of the Contracting Authority (as the case may be) under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;

- 36.5.2. subject to clause 36.5.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Contracting Authority, following consultation with the Provider;
- 36.5.3. where the Contracting Authority is managing a request as referred to in clause 36.5.2, the Provider shall co-operate with the Contracting Authority making the request and shall respond within five (05) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 36.6. The Provider shall use all reasonable endeavours to (a) do the following and (b) to procure that its sub-Providers shall:
 - 36.6.1. transfer any request for information, as defined under section 8 of the FOIA, to the Contracting Authority as soon as practicable after receipt and in any event within five (05) working days of receiving a request for information;
 - 36.6.2. provide the Contracting Authority with a copy of all information in its possession or power in the form that the Contracting Authority requires within five (05) working days (or such other period as the Contracting Authority may specify) of the Contracting Authority requesting that information; and
 - 36.6.3. provide all necessary assistance as reasonably requested by the Contracting Authority to enable the Contracting Authority to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 36.7. The Contracting Authority (as the case may be) may consult the Provider in relation to any request for disclosure of the Provider's Confidential Information in accordance with all applicable guidance.
- 36.8. This clause 36 shall remain in force without limit in time in respect of Confidential Information which comprises personal data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Agreement, this clause 36 shall remain in force for a period of three (03) years after the termination or expiry of this Agreement.
- 36.9. In the event that the Provider fails to comply in all material respects with this clause 36, the Contracting Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.

37. Data Protection

- 37.1. The Provider shall comply with the Data Protection Legislation. In particular, the Provider agrees to comply with the obligations placed

on the Contracting Authority as set out in Data Protection Legislation, namely:

- 37.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on the Contracting Authority and the Provider by the Data Protection Legislation.
- 37.1.2. to process Personal Data, in accordance with the instructions of the Contracting Authority and for the purpose of performing the Services in accordance with the Agreement and to ensure compliance with the Data Protection Legislation.
- 37.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Provider is the controller of Personal Data, with the exception of that set out in Annex 8 for which the Provider and Contracting Authority are joint controllers.
- 37.3. The Provider shall process Personal Data as authorised by the Contracting Authority and described in Annex 8 and shall not process or use this Personal Data for any other purpose.
- 37.4. The Provider shall notify the Contracting Authority immediately if it considers that any of the Contracting Authority's instructions infringe the Data Protection Legislation.
- 37.5. The Provider shall provide all reasonable assistance to the Contracting Authority in the preparation of any Data Protection Impact Assessment prior to commencing any change in the processing of Personal Data that imposes high risk to the rights and freedoms of natural persons. Such assistance may, at the discretion of the Contracting Authority, include:
 - 37.5.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 37.5.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 37.5.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 37.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 37.6. The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 37.6.1. process that Personal Data only in accordance with Annex 8 unless the Provider is required to do otherwise by Law. If it is so required, the Provider shall promptly notify the

- Contracting Authority before processing the Personal Data unless prohibited by Law;
- 37.6.2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Contracting Authority NICE as appropriate to protect against a Data Loss Event having taken account of the:
- 37.6.2.1. nature of the data to be protected;
 - 37.6.2.2. harm that might result from a Data Loss Event
 - 37.6.2.3. state of technological development; and
 - 37.6.2.4. cost of implementing any measures
- 37.6.3. ensure that:
- 37.6.3.1. the Provider's Personnel do not process Personal Data except in accordance with this Agreement;
 - 37.6.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and
 - 37.6.3.3. ensure that the Provider's Personnel:
 - 37.6.3.3.1. are aware of and comply with the Provider's duties under this clause;
 - 37.6.3.3.2. are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - 37.6.3.3.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party except as permitted by this Agreement; and
 - 37.6.3.3.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 37.6.3.4. not transfer Personal Data outside of the EU and the following conditions are fulfilled:
 - 37.6.3.5. the Contracting Authority or the Provider has provided appropriate safeguards in relation to the transfer in accordance with GDPR Article 46) as determined by the Contracting Authority;
 - 37.6.3.6. the Data Subject has enforceable rights and effective legal remedies;
 - 37.6.3.7. the Provider complies with its obligations under the Data Protection Legislation by providing an

- adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Contracting Authority in meeting its obligations); and
- 37.6.3.8. the Provider complies with any reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
 - 37.6.3.9. at the written direction of the Contracting Authority, delete or return Personal Data (and any copies of it) to the Contracting Authority on termination of the Agreement unless the Provider is required by Law to retain the Personal Data.
- 37.7. Subject to clause 37.6, the Provider shall notify the Contracting Authority within reasonable time (but no later than 3 business days) if it:
- 37.7.1. receives a Data Subject Access Request (or purported *Data Subject Access Request*);
 - 37.7.2. receives a request to rectify, block or erase any Personal Data;
 - 37.7.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 37.7.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 37.7.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- 37.7.6. becomes aware of a Data Loss Event
- or
- 37.7.7. The Provider's obligation to notify under clause 37.6 shall include the provision of further information to the Contracting Authority in phases, as details become available.
 - 37.7.8. Taking into account the nature of the processing, the Provider shall co-operate with the Contracting Authority in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request

made under clause 37.6 (and insofar as possible within the timescales reasonably required by the Contracting Authority), including by promptly providing:

- 37.7.8.1 the Contracting Authority with full details and copies of the complaint, communication or request;
 - 37.7.8.2 such assistance as is reasonably requested by the Contracting Authority to enable the Contracting Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 37.8.1.3 the Contracting Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 37.8.1.4 assistance as requested by the Contracting Authority following any Data Loss Event;
 - 37.8.1.5 assistance as requested by the Contracting Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Contracting Authority with the Information Commissioner's Office.
- 37.9 The Provider shall maintain complete and accurate records and information to provide the Contracting Authority with evidence of its compliance with the obligations set out in this clause 37 and to demonstrate its compliance with this clause.
- 37.10 The Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 37.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Provider must:
- 37.11.1 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - 37.11.2 provide the Contracting Authority with such information regarding the Sub-processor as the Contracting Authority may reasonably require.
- 37.12 The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 37.13 The Parties agree to indemnify each other and keep each other indemnified against all claims and proceedings, all liability, reasonable costs incurred in connection therewith by the indemnified party as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the indemnifying party's unauthorised processing, unlawful processing, destruction of and/or

damage to any Personal Data processed by the indemnifying party, its employees or agents, its performance of the Agreement.

38 Platform Accessibility Statement

- 38.1 The Provider will publish an accessibility statement on The Cochrane Library platform and will make best efforts to ensure that both the platform and content are accessible in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 and complies with accessibility standards (EN 301 594 / WCAG 2.1 Level AA). Where The Cochrane Library platform and content is only partially compliant with the EN 301 594 / WCAG 2.1 Level AA accessibility standard, the Provider must publish those areas where it is non-compliant and provide the Contracting Authority with a VPAT (Voluntary Product Accessibility Template) on non-compliance issues at the Contracting Authority's request.

39 The Human Rights Act 1998

- 39.1 The Provider shall, and shall use reasonable endeavours to ensure that its employees or agents and/or sub-Providers shall, at all times, act in a way which is compatible with the Convention rights within the meaning of Section 1 of the Human Rights Act 1998.

40 Procurement Transparency

- 40.1 The Provider acknowledges that this Agreement and any Annex(es) that forms part of this Agreement will be published in its entirety (subject to permitted redactions) in order to comply with the UK government's Transparency Agenda. Limited redactions may be made before publication in order to comply with existing law and for the protection of national security.
- 40.2 Subject to 40.1, 40.3 and 40.4 the Provider must notify the Contracting Authority of any sections of this Agreement that they regard as Commercial in Confidence or subject to the non-disclosure clauses of the FOIA or DPA. Any such request must provide a clear justification for the proposed redaction.
- 40.3 The total value (bottom line) of the Agreement is required to be published under current EU regulations and the UK government's Transparency Agenda.
- 40.4 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Agreement is not Confidential Information. The Contracting Authority shall be responsible for

determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.

- 40.5 The Provider hereby gives his consent for the Contracting Authority to publish the Agreement in its entirety (subject to clauses 40.1, 40.2 and 40.4), including from time to time agreed changes to the Agreement, to the general public. And agrees to the public reuse of the documents provided that such reuse cites the source and does not misuse or deliberately mislead.
- 40.6 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-Providers, suppliers, publishers, professional advisors and consultants comply with this clause 40.

41 Relationship of the Parties

- 41.1 The Provider shall not incur any liabilities on behalf of the Contracting Authority; or, make any representations or give any warranty on behalf of the Contracting Authority or, enter into any contract or obligation on behalf of the Contracting Authority.

42 Inducements to Purchase

- 42.1 The Provider shall not offer or give to any member of staff of the Contracting Authority or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with the Contracting Authority. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Project Services carried out by a member of staff of the Contracting Authority to that member of staff or to a member of their family.
- 42.2 Any breach of this condition by the Provider or anyone employed by the Provider (with or without the knowledge of the Provider) or the commission of any offence under the Bribery Act (2010) shall entitle the Contracting Authority to terminate this Agreement immediately and/or to recover from the Provider any payment made to the Provider.

43 General

- 43.1 Save as required by law and/or the requirements of any relevant stock exchange, no publicity shall be made by any of the Parties relating to any matter in connection with the Agreement without the prior written consent of the other Party.

- 43.2 The Provider shall from time to time upon the request of the Contracting Authority, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions of the Agreement.
- 43.3 Any provision of the Agreement which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 43.4 The Provider acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of the Agreement and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the Contracting Authority for any misrepresentation (whether made carelessly or not) or for breach of any warranty unless the representation relied upon is set out in the Agreement or unless such representation was made fraudulently.
- 43.5 The failure by the Contracting Authority, or the Provider to insist upon the strict performance of any provision, term or condition of the Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 43.6 Each Party shall bear its own expenses in relation to the preparation, execution and implementation of the Agreement including all costs, legal fees and other expenses so incurred.
- 43.7 The Provider warrants, represents and undertakes to the Contracting Authority that there are no pending actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Provider and that there are no material contracts existing to which the Provider is a party which prevent it from entering into the Agreement; and that the Provider has satisfied itself as to the nature and extent of the risks assumed by it under the Agreement and gathered all information necessary to perform its obligations under the Agreement and all other obligations assumed by it.
- 43.8 The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by the general law, or by any other contract or document. In this provision "general law" includes the law of a country other than England, and "right" includes any power, privilege, remedy, or proprietary or security interest.

44 Force Majeure

- 44.1 No Party shall be entitled to bring a claim for a breach of obligations under the Agreement by the other Party or incur any liability to the other Party for any Loss or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that event of force majeure.
- 44.2 In the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 44.3 As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement.
- 44.4 If the Force Majeure Event continues for a continuous period of more than three months, the Party not affected the Force Majeure Event may terminate this Agreement by giving not less than four weeks' written notice to the Affected Party.

45 Law

- 45.1 The Provider submits to the exclusive jurisdiction of the English courts and agrees that the Agreement is to be governed and construed according to English law.

Signatories

Signed for and on behalf of NICE

	Signature	Name and title	Date
Procurement Manager [redacted]	[redacted]	[redacted]	26 Jan 2023
Contract Manager [redacted]	[redacted]	[redacted]	26 Jan 2023
Budget Holder [redacted]	[redacted]	[redacted]	26 Jan 2023

Signed for and on behalf of the Provider

	Signature	Name and title	Date
Project Supervisor			
Authorised Signatory:	[redacted]	[redacted] [redacted]	Jan 25, 2023

This contract is not valid until all Signatures have been completed

ANNEX ONE - Specification

1. Service provision

- 1.1. Subject to clauses 9 (Service delivery), The Cochrane Library will be supplied by the Provider in the media, format and subscription period detailed in “Table ONE: Licensed Materials & Service”.
- 1.2. Authorised Users can access The Cochrane Library via the Provider’s Service.
- 1.3. Subject to clause 9.4, Authorised Users are defined as any user located within the geographical region of England and can be specifically authenticated by the Provider for such access.
- 1.4. Wiley will provide access to the Cochrane Library via:
 - 1.4.1. the URL: <http://www.cochranelibrary.com/>
- 1.5. Wiley will provide:
 - 1.5.1. a helpdesk service for all Authorised Users of The Cochrane Library as detailed “ANNEX TWO – Service Level Agreement (SLAs) and Key Performance Indicators”;

Table ONE: Licensed Materials & the Service

The following databases will be supplied:

Title	Subscription Period	Producer / Authors	Delivery Schedule	Content Format
Cochrane Database of Systematic Reviews (CDSR; Cochrane Systematic Reviews)	01 May 2023-30 April 2025	Cochrane Review Groups (The Cochrane Collaboration)	Monthly publication schedule as set out at: http://www.cochranelibrary.com/help/publication-dates.html	Full Text database: CDSR includes all Cochrane Reviews (and protocols) prepared by Cochrane Review Groups in The Cochrane Collaboration. Each Cochrane Review is a peer-reviewed systematic review that has been prepared and supervised by a Cochrane Review Group (editorial team) in The Cochrane Collaboration according to the <i>Cochrane Handbook for Systematic Reviews of Interventions</i> or <i>Cochrane Handbook for Diagnostic Test Accuracy Reviews</i>
Cochrane Central Register of Controlled Trials (CENTRAL;	01-May 2023-30 April 2025	Cochrane Review Groups (The Cochrane Collaboration)	Monthly publication schedule as set out at: http://www.cochranelibrary.com/help/publication-dates.html	Abstract and Index database: The Cochrane Central Register of Controlled Trials (CENTRAL) records include the title of the article, information on where it was published (bibliographic

<u>Clinical Trials)</u>			cochranelibrary.com/help/publication-dates.html	details) and, in many cases, a summary of the article. They do not contain the full text of the article. Includes details of published articles taken from bibliographic databases (notably MEDLINE and EMBASE), and other published and unpublished sources.
Cochrane Clinical Answers (CCA)	01 May 2023-30 April 2025	Cochrane Clinical Answers	No express delivery schedule required: NICE to crawl on weekly basis	A readable, digestible, clinically-focused entry point to rigorous research from Cochrane systematic reviews. Each CCA contains a clinical question, a short answer, and an opportunity to 'drill down' to the evidence from relevant Cochrane reviews.

ANNEX TWO – Service Level Agreement (SLAs) and Key Performance Indicators

1. Service Level Agreement (SLAs)

1.1. Help desk and support services:

- 1.1.1. The Provider must have a single point of contact (named person, dedicated email and telephone number).
- 1.1.2. The Provider should provide the Contracting Authority with details of regular training and education programmes provided to support usage of the Licensed Materials.

1.2. General Enquiry response:

- 1.2.1. The Provider must ensure there is a named contact and chain of command for General Enquiry response.
- 1.2.2. The Provider must respond to any General Enquiry (including those received from the NICE Enquiry Handling team and those forwarded from the JISC website) received by the Provider helpdesk within two (02) working days and acknowledge the enquiry in a same day email or an automated response within 2 hours of a call being logged. The automated response will include the case number
- 1.2.3. 70% of General Enquiries received by the Provider's helpdesk to be resolved and closed within twenty (20) working days from reported enquiry date. Where a General Enquiry is not closed within the required timescales, regular notifications of progress must be provided to the Contracting Authority of action taken to resolve within an indication of additional timescales required.

1.3. Disaster recovery & incident management:

- 1.3.1. The Provider will maintain, at all times during the term of the Agreement, appropriate back-up procedures and policies sufficient to ensure that all Licensed Materials and the Service are able to be provided in accordance with this Agreement.

- 1.3.2. The Provider must ensure there is a named contact and chain of command for response to incidents, including details of relevant contacts, including helpdesk and technical personnel.
- 1.3.3. The Provider should pro-actively alert the Contracting Authority's named point of contact(s) of the occurrence of any critical incident occurring resulting in the total loss of the Service.
- 1.3.4. In the event of a major or critical incident or disaster that results in the partial or complete loss of the Service provided by Wiley the following steps will be taken:
 - 1.3.4.1. an emergency response group will be convened to determine the best course of action;
 - 1.3.4.2. this will include discussing the possibility of rebuilding Wiley services in offsite Disaster Recovery (DR) locations available to the company if necessary;
 - 1.3.4.3. failover to DR locations is usually a choice of last resort however and, whenever possible, Wiley will prefer to restore services from a primary site;
 - 1.3.4.4. current best practices include the use of redundant disk storage area networks with real-time replication to a second location and daily incremental and full weekly back-ups;
- 1.3.5. A report should be supplied no more than seven (07) working days after critical incident resolution to the Contracting Authority. The report should provide a description of the incident plus details of the measures which have been taken by the Provider to resolve this and prevent a similar occurrence in the future. For the avoidance of doubt, this reporting is additional to the scheduled monthly and annual reporting which will record and summarise such critical incidents (see 1.5.6).

1.4. Service delivery:

- 1.4.1. The Provider must provide at least ninety (90) working days' notice for any significant changes (such as moving the Service to another platform) to the supplier interface (the "native interface") and the Service in writing.

1.5. Service availability:

- 1.5.1. The Service is considered to be available when Authorised Users can search and access the Licensed Materials via the Provider's or Third Party's Service (the "native interface" or "supplier interface"), twenty-four (24) hours per day, seven (07) days per week, three hundred and sixty five (365) days per year, including Bank Holidays, excluding scheduled or routine maintenance.
- 1.5.2. The Contracting Authority requires the Service to be at a minimum Service Availability of 99.2% calculated on a monthly basis, including scheduled maintenance.
- 1.5.3. A minimum of three (03) working days' notice in writing is to be given for periods of scheduled maintenance. Exceptionally, downtime may be scheduled giving less than ten (10) working days' notice if machine security is at risk. (Regular periods of scheduled maintenance can also be identified at time of licensing.)
- 1.5.4. In addition to clause 1.5.3, up to ten (10) working days' notice is to be given for scheduled maintenance where it is known that this will result in either:
- total loss of Service;
 - loss of core functions and Service to end users.
- 1.5.5. Notification of Service non-Availability to the Contracting Authority shall be in accordance with the escalation procedure agreed in section 1.3 of this SLA (Disaster recovery & incident management).
- 1.5.6. The Provider will notify the Contracting Authority within two (02) working days of the incident occurring that they can fix and restore the Service to an agreed timeframe.

1.5.7. The Provider will notify the Contracting Authority and Authorised Users within two (02) hours that access to the Service has been restored for both scheduled maintenance and a major or a critical incident or disaster.

1.5.8. The Provider shall measure availability of the Service on a monthly basis and provide this measurement in their agreed reporting to the Contracting Authority.

Total Service Availability % = [Minutes in the reporting period (including scheduled downtime in minutes)] divided by the number of minutes in the month x 100

1.5.9. 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.

1.6. Failure to reach Service Availability levels:

1.6.1. The Provider shall issue a credit note if the Provider fails to meet Service Availability levels for a period of two consequent quarters. Quarter means a calendar year quarter commencing on 1st May, 1st August, 1st November or 1st February.

1.6.2. The Provider shall issue a credit note to the Contracting Authority in accordance with the table below, with the credit note being calculated on the basis of the annual Agreement Price for the affected Service(s):

Service Availability	Consequence
99.2 % and above	Monitor and Report
99.19 % and below	Monitor and Report on all service availability; invoice credits may be applicable
See individual KPIs for service availability percentage thresholds in ANNEX TWO/Table 2	

- 1.7 The Provider will notify and provide a reason to the Contracting Authority for a reduction in the Licensed Materials where this is in excess of two (02) percent of The Cochrane Library holdings in any one year and for which it no longer retains the right to publish. The exception is where the Licensed Materials infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

2. Key Performance Indicators (KPIs). Table TWO: KPIs and Consequence of Breach

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions												
KPI001	Service Availability - Total Service Availability to users.	Report quarterly and annually. Provider to monitor; report to include remedial actions being taken to increase the % if persistently breaching thresholds	99.2% compliance excluding problems beyond Provider's control but including scheduled maintenance	Availability of The Cochrane Library on cochranelibrary.com See 1.5. 8 of Annex TWO for method of calculation	Monitor and Report A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly Fee for the Service should the Provider fail to meet this KPI for a period of two consecutive quarters. <table><thead><tr><th>Service Availability</th><th>Credit Percentage</th></tr></thead><tbody><tr><td>99.2 to 100%</td><td>0%</td></tr><tr><td>98.2% to 99.19%</td><td>3%</td></tr><tr><td>97.2% to 98.19%</td><td>5%</td></tr><tr><td>96,2% to 97.19%</td><td>7%</td></tr><tr><td>96.1% or below</td><td>7%</td></tr></tbody></table>	Service Availability	Credit Percentage	99.2 to 100%	0%	98.2% to 99.19%	3%	97.2% to 98.19%	5%	96,2% to 97.19%	7%	96.1% or below	7%
Service Availability	Credit Percentage																
99.2 to 100%	0%																
98.2% to 99.19%	3%																
97.2% to 98.19%	5%																
96,2% to 97.19%	7%																
96.1% or below	7%																
KPI002	Notification of significant technical changes, e.g.	Report quarterly and annually. Provider to monitor; report to include	Notification of at least thirty (30) working days prior to	The date the Contracting Authority was notified and the date	Monitor and Report A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly Fee for the Service should the Provider fail to meet this KPI for a period of two consecutive quarters.												

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions	
	<ul style="list-style-type: none">major redesign of website;significant change to users navigation; orsignificant issues with supply of content via data feed for CDSR and / or CENTRAL	remedial actions being taken to ensure threshold is achieved	changes going live	the changes took place.	Service Availability Failure to notify NICE within 30 working days	Credit Percentage 3%
KPI003a	Notification of Scheduled or routine maintenance.	Report quarterly and annually. Provider to monitor; report to include remedial actions being taken to	Notification in writing of at least five (05) working days. Exceptionally, downtime may	The date the Contracting Authority was notified and the date the general scheduled	Monitor and Report A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly Fee for the Service should the Provider fail to meet this KPI for a period of two consecutive quarters.	

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions
		ensure threshold is achieved	be scheduled giving less than five (05) working days' notice if machine security is at risk. (Regular periods of scheduled maintenance should be identified at time of licensing).	maintenance commenced.	<div> <div>Service Availability</div> <div>Failure to notify NICE within 5 working days</div> </div> <div> <div>Credit Percentage</div> <div>1%</div> </div>
KPI003b	Notification of Scheduled or routine maintenance which will result in	Report quarterly and annually. Provider's report to include remedial actions being taken	Notification in writing of at least ten (10) working days' for scheduled maintenance	The date the Contracting Authority was notified and the date the general scheduled	Monitor and Report A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly Fee for the Service should the Provider fail to meet this KPI for a period of two consecutive quarters.

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions
	known total Service loss / unavailability	to ensure threshold is achieved	which it is known will result in a total loss of service or loss of core functions.	maintenance that is known will result in total loss of service or loss of core functions commenced.	Service Availability Credit Percentage Failure to notify NICE within 10 working days 3%
KPI004	Critical incident notification period	Report quarterly and annually. Provider to notify within two (02) hours of the incident(s) occurring and the remedial action being taken to resolve the issue	99%	Number of critical incidents notified within two (02) hours calculated as a percentage of the overall number of critical incident notifications issued within the reporting period	98.99% and below: monitor and report. A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly Fee for the Service should the Provider fail to meet this KPI for any quarterly period. Service Delivery Issues Credit Percentage Failure to notify NICE within 2 hours 3%
KPI005	Critical Incident Reporting Period	Report quarterly and annually. Provider to monitor and provide	100%	Provider to instigate disaster recovery processes as detailed in clauses 1.3. (Disaster	99.99% and below Monitor and report A credit is provided in accordance with the schedule below, with the credit being calculated on the basis of the quarterly

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions
		summary report including remedial actions being taken to ensure threshold is achieved. Report to be supplied within seven (07) working days of the incident occurring		recovery & incident management) of Annex TWO.	<p>Fee for the Service should the Provider fail to meet this KPI for any quarterly period</p> <p>Service Delivery Issues Credit Percentage</p> <p>3% of quarterly fee if the report of the incident is not received within seven (07) working days</p>
KPI006	Response to General Enquiries	Report quarterly and annually. Provider to monitor; report to include remedial actions being taken to ensure threshold is achieved	100% of all General Enquiries received by the Provider helpdesk to be responded to within two (02) working days of receipt.	<p>Acknowledgement is a same day email or an automated response within 2 hours of a call being logged. The automated response will include the case number.</p> <p>All general queries to be responded within two (02) working days calculated as a percentage of the total</p>	<p>99.99% and below Monitor and Report</p> <p>Service Delivery Issues Credit Percentage</p> <p>1% of quarterly fee if the threshold is not met.</p>

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions
				overall number of general enquiries received in the reporting period.	
KPI007	Resolution of General Enquiries	Report quarterly and annually. Provider to monitor; report to include remedial actions being taken to ensure threshold is achieved	70% of all General Enquiries received into the Provider Helpdesk system to be resolved within twenty (20) working days, remaining 30% within forty (40) days.	Number of General Enquiries resolved within twenty (20) working days calculated as a percentage of the overall number of General Enquiries received in the reporting period.	Monitor and Report
KPI008	Usage statistics report	Quarterly statistics report by month to include chart views and narrative analysis an Open Access tracker.	0	Receipt of statistics reports in accordance with clauses 17 "Reporting & Monitoring".	Monitor and Report

KPI ID	Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach / actions
KPI009	Delivery of reports as per ANNEX 7 (Annex SEVEN: Management Report Template)	4 quarterly reports and 1 annual report to be supplied electronically to the Contracting Authority	<p>Annually</p> <p>4 out of 5 reports (80%)</p> <p>Reports to be delivered electronically to the Contracting Authority at least seven (7) working days prior to all scheduled meetings</p>	<p>Annually</p> <p>Reports to be delivered to threshold target</p>	<p>Monitor and Report</p> <p>Service Delivery Issues Credit Percentage</p> <p>1% of quarterly fee</p>

ANNEX THREE - Pricing Schedule

The Provider will invoice NICE quarterly in advance according to the schedule below.

Amount of Funding		NICE Financial Year 1 (excl of VAT)	Date(s) for Submission of Invoice(s)
1 st Quarter	01 st May 2023 – 31 st July 2023	██████	██ ██████
2nd Quarter	01 st August 2023 – 31 st October 2023	██████	██████████
3rd Quarter	01 st November 2023 – 31 st January 2024	██████	██ ██████ ██
4 th Quarter	01 st February 2024– 30 th April 2024	██████	██ ██████ ██
Year 1 Total		██████	
Amount of Funding		NICE Financial Year 2 (excl. of VAT)	Date(s) for Submission of Invoice(s)
1 st Quarter	01 st May 2024 – 31 st July 2024	██████	██ ██████
2nd Quarter	01 st August 2024 – 31 st October 2024	██████	██ ██████
3rd Quarter	01 st November 2021 – 31 st January 2025	██████	██ ██████ ██
4 th Quarter	01 st February 2025– 30 th April 2025	██████	██ ██████ ██
Year 2 Total		██████	
2 Year TOTAL		£520,000	

ANNEX FOUR - Variation to Agreement

Variation to the Agreement between the Contracting Authority and the provider of [service name] on the [Day] of [Month] [Year] (“the Agreement”).

For the purposes of this Memorandum of Agreement:

“The Contracting Authority’s Authorised Officer” - means the individual from time to time appointed by the Contracting Authority and notified to the Provider in writing responsible for the co-ordination of the development specified below

This Variation of Agreement pertains to the development of [add details] (the “Services and Supply”) to be undertaken by the Provider and is agreed by the Provider and the Authority as a current addition to Annex ONE to the Agreement.

The Development Services and Supply will:

- be developed by the Provider in compliance with the Specification or Annex(es)s contained in this Memorandum, and
- be developed and delivered in accordance with the terms and conditions of the Agreement.

This Development Services and Supply consists of:

[To be completed]

The scope and this Variation may only be varied with the prior written agreement of the Authority, such agreement (if given) not to be unreasonably delayed.

Terms defined in the Agreement shall bear the same meanings in this Memorandum of Agreement, unless otherwise stated, or the context otherwise requires.

Signature on behalf of the Provider:

Name 

Title Regional Sales Director

Date Jan 25, 2023



Signature on behalf of the
Authority:

Name 

Title Programme Director

Date 26 Jan 2023



ANNEX FIVE - Technical Requirements

1. Standard Technical Requirements for Databases

Category	Requirement	Essential	Desirable
Service Availability	Provider's 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, including Bank Holidays , with the exception of scheduled maintenance)	<input type="checkbox"/>	
Discoverability	<ul style="list-style-type: none"> 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. 		<input type="checkbox"/>
	Discoverable through search options such as native interface, local portals, intranets, library management systems and Resource Discovery Systems.		<input type="checkbox"/>
Service Access	Supports dispersed users working on an NHS network and outside of it.		<input type="checkbox"/>
	Compliant with KBART standard: Fully compliant or where partially-compliant can demonstrate acceptable solution in place with nationally commissioned Link Resolver supplier.		<input type="checkbox"/>
	Compliant with OpenURL Link Resolver standards: Fully compliant or where partially-compliant can demonstrate acceptable solution in place with nationally commissioned Link Resolver supplier.	<input type="checkbox"/>	

	Provides data changes to agreed frequency for Link Resolver KnowledgeBase(s): Changes to data provided as frequently as the data changes.		<input type="checkbox"/>
	<p>Policies and procedures are in place to notify the nationally commissioned Link Resolver service of changes:</p> <ul style="list-style-type: none"> • Supports the national Link Resolver and Knowledge Base delivery 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. 		<input type="checkbox"/>
General technical	Ensures service and content is available and accessible on either Port 80 (for world wide web) or Port 443 (https).	<input type="checkbox"/>	
	<ul style="list-style-type: none"> • Ensures Service works with full functionality on IE 10 and above and is fully supported. • Ensures Service works with partial functionality on IE 8,9. 	<input type="checkbox"/>	
	<ul style="list-style-type: none"> • Complies with: https://www.gov.uk/service-manual/user-centred-design/accessibility • Complies with: https://www.w3.org/standards/webdesign/ • Complies with: http://www.iso.org/iso/catalogue_detail.htm?csnumber=52075 		<input type="checkbox"/>

2. Standards

- 2.1. The Provider agrees that it shall deliver the Services using standards, practices, methods and procedures at all times conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
- 2.2. In addition to the foregoing, the Provider shall deliver the Services in accordance with the following specific standards:
- 2.3. The Provider shall ensure that:
 - 2.3.1. The Services comply with the W3C Web Content Accessibility Guidelines at:
<http://www.w3.org/TR/WAI-WEBCONTENT/>
 - 2.3.2. The Services comply with the following Information Technology Security guidance or equivalent:
 - 2.3.3. www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_074142
 - 2.3.4. Top level CPNI security:
www.cpni.gov.uk/advice/infosec/business-systems/
 - 2.3.5. Applications: www.cpni.gov.uk/advice/infosec/business-systems/applications/
 - 2.3.6. Personnel: www.cpni.gov.uk/advice/Personnel-security1/
 - 2.3.7. Operating Systems:
www.cpni.gov.uk/advice/infosec/business-systems/operating-systems/
 - 2.3.8. Networks: www.cpni.gov.uk/advice/infosec/business-systems/networks/
- 2.4. The Provider will also comply with the following standards:
 - 2.4.1. The Provider shall, as an enduring obligation throughout the term of this Agreement, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of and minimise the impact of Malicious

Software from the ICT Environment (or as otherwise agreed by the parties).

Implement and maintain a Business Continuity-Disaster Recovery Plan which shall detail the processes and arrangements which the Provider shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

ANNEX SIX - Key Personnel and Contacts

Provider's Contract Manager, Key Contacts, Premises and Subcontractor Details	
Provider's Contract Manager	<p>██████████ Institutional Account Manager - UK & Ireland</p> <p>██████████</p> <p>██</p>
Provider's Premises:	<p>John Wiley & Sons Limited</p> <p>The Atrium, Southern Gate, Chichester, West Sussex</p> <p>PO19 8SQ</p>
Provider's Key Contacts:	<p>██████████ Institutional Account Manager- UK & Ireland</p> <p>██████████</p> <p>██</p> <p>██████████ Library Sales Manager</p> <p>██████████</p> <p>██████████</p> <p>██, Editorial Director</p> <p>██</p> <p>██████████</p>

Contracting Authority's Authorised Officer, Site, Key Contacts and Responsibilities	
Authority's Authorised Officer	<p>██████████ Programme Director, Information Services</p> <p>██</p> <p>██</p>
Authority's address for communications:	<p>National Institute for Health and Care Excellence</p> <p>Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BD, United Kingdom</p>
Authority's Key Personnel	
Contract, Performance and Finance	<p>██████████ Programme Manager: Intellectual Property, Content and Business Management</p> <p>██</p> <p>██</p>

Critical incident notification	Digital Services Application Support team [REDACTED] [REDACTED]) [REDACTED]

ANNEX SEVEN – Management Reporting Template

Subject to clause 17.3, the template to be used to report and summarise details of performance and adherence to the SLAs and KPIs provided in the Excel spreadsheet: “Annex SEVEN: Management Report Template.”

ANNEX EIGHT – Data Protection Processing

Subject matter of the processing	In connection with the performance of the Provider's obligations under this Agreement including without limitation processing personal data of employees of the Contracting Authority in negotiating and managing the Agreement.
Duration of the processing	For as long as necessary for the Provider to perform and comply with its obligations under this Agreement and to process enquiries through Provider's support ticket system.
Purposes of the processing	For the performance of its obligations under this Agreement including without limitation notification of changes or updates to Provider's website, products or services; activating and/or managing Provider's services; internal operations such as troubleshooting, data analysis, machine learning, testing, statistical and survey purposes.
Nature of the processing	As set out above and managed in accordance with the Provider's policy on retention and disposal
Type of Personal Data	In relation to the employees of the Contracting Authority and any Authorised User submitting a request via the Contracting Authority through the Provider's support ticket system: name, email address, IP address, telephone number.
Categories of Data Subject	Employees of the Contracting Authority; Authorised Users submitting requests via the Contracting Authority through the Provider's support ticket system
Plan for return and destruction of the data	To delete in terms of putting "beyond use" (as provided for in the guidance given by the Information Commissioner's Office) when no longer necessary for the processing, as

<p>once the processing is complete</p>	<p>Provider is unable to delete such data from its back up files on its server and provided that the Provider will not (i) attempt to use to inform any decision in respect of any individual or in a manner that affects the individual in any way; (ii) give any other organisation access to the personal data; and will surround the personal data with appropriate technical and organisational security; and commits to permanently delete if, or when, this becomes possible.</p>
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Final Audit Report


2023-01-25


Created:	2023-01-25
By:	[REDACTED]
Status:	Signed
Transaction ID:	[REDACTED]

"2023 - The National Institute fo - [REDACTED] History

 Document created [REDACTED]
2023-01-25 - 9:17:21 AM GMT

 Document emailed to [REDACTED] for signature
2023-01-25 - 9:21:53 AM GMT

 Document e-signed by [REDACTED]
Signature Date: 2023-01-25 - 9:42:36 AM GMT - Time Source: server

 Agreement completed.
2023-01-25 - 9:42:36 AM GMT



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