

**NATIONAL INSTITUTE FOR
HEALTH
AND CARE EXCELLENCE**

**NICE Electronic and Print Content
Framework Agreement
(NICEFAHEE/2125)**

Call Off Order Form

**for knowledge resource(s) supplied by ProQuest
under Lot 1**

This Call Off Order Form forms Part A of the “Call Off
Terms & Conditions” of the NICE Electronic and Print
Framework Agreement (NICEFAHEE/2125)

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1. The Agreement

1.1. THIS Agreement is made on the 24th of January 2025 (**‘the Purchasing Authority’**)

BETWEEN:-

(1) THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, ACTING AS PART OF THE CROWN THROUGH DEPARTMENT OF HEALTH AND SOCIAL CARE whose principal office is 39 VICTORIA STREET, WESTMINSTER, LONDON, SW1H 0EU **‘the Purchasing Authority’**); and

(2) **ProQuest** whose registered office is at ProQuest, The Quorum, Barnwell Road, Cambridge, CB5 8SW UK (**‘the Provider’**).

1.2. The Provider is a supplier of NICE Electronic and Print Framework Agreement and agreed to provide the Service(s) and Deliverable(s) under the terms of the Framework Agreement (contract number: NICEFAHEE/2125).

Reference	NICE Electronic and Print Content Framework Agreement: contract number NICEFAHEE/2125
Agreement Title & Description	To provide access to European Newsstream Knowledge Resources for up to twenty (20) users.
Commencement Date	01 st February 2025
Expiry Date	31 st January 2026
Agreement Value	£26,601.95, excluding VAT.
Purchase Order Number	To be provided by DHSC following contract signature.
Contract Number	C329951

2. Introduction

2.1 This Call Off Order Form and the “Call Off Terms & Conditions” (which together form the “Call Off contract”) is issued under the NICE Electronic and Print Framework Agreement (NICEFAHEE/2125).

- 2.2 The “Call Off Terms & Conditions” document is available at: [Buy books, journals and databases | Library and knowledge services staff | NICE Communities | About | NICE](#)
- 2.3 The Purchasing Authority must complete this Call Off Order Form and send to the Provider with the “Call Off Terms & Conditions” (the Call Off Contract).
- 2.4 The Purchasing Authority should use this Call Off Order Form to specify requirements for the Service(s) and Deliverable(s) when placing an Order.
- 2.5 There are terms from the “Call Off Terms & Conditions” document that may be referred to in this Call Off Order Form. These are highlighted in this document in (Guidance Notes) (included in round brackets).
- 2.6 The Call Off Order Form cannot be used to alter existing terms or add any extra terms that materially change the Service(s) & Deliverable(s) offered by the Provider and defined in the quote.
- 2.7 Words and expressions in this Call Off Order Form will be interpreted to have the meanings as defined in clauses 4: Definitions of the “Call Off Terms & Conditions”.

3. Principal Contact Details

- 3.1 For the Purchasing Authority:

Name: [REDACTED]

Email: [REDACTED]

Title: Commercial Contract Manager

- 3.2 For the Provider:

Name: [REDACTED]

Email: [REDACTED]

4. Term

Term	This Call-Off contract Starts on the Commencement Date and is valid until and including the Expiry Date.
Termination	The notice period for the Purchasing Authority is a maximum of 30 days from the date of written notice for Termination without cause, as per clause 31.6.1 of the “Call Off Terms & Conditions”).
Extension Period	<p>This Call-Off contract can be extended by the Purchasing Authority for 2 period(s) of 12 months each, by giving the Provider 30 days written notice before its expiry.</p> <p><u>Optional Extension Dates, if required:</u> Year 1 Optional Extension: 01st February 2026 to 31st January 2027. Year 2 Optional Extension: 01st February 2027 to 31st January 2028.</p>

5. Purchasing Authority Contractual Details

Lots	<p>This Call-Off contract is for the provision of Knowledge Resources under:</p> <ul style="list-style-type: none"> Lot 1: Sole supplier - direct award
Service(s) & Deliverables required	<p>The Service(s) & Deliverable(s) to be provided by the Provider under the above Lot are detailed in Annex ONE: Specification to this Call-Off Order Form</p> <p>(Guidance Note: summarise details above in the case of a multiple order agreement, you should state the anticipated volumes of all Service(s) and Deliverable(s) under this Call-Off contract although there is no guarantee to the Provider of volume).</p>
Additional Services Required	<p>Detail set out in Annex ONE: Specification to this Call Off Order Form</p>
Location	<p>NOT USED</p>
Licence Terms	<p>The following licences form an integral part of this Agreement, please state which contractual document shall be used:</p> <p>The HSCC Licence.</p>
Core Standards, Service Level Agreements (SLAs), Key Performance Indicators (KPIs):	<p>The core standards and any associated SLAs and KPIs used are as detailed in the HSCC Licence; or</p> <p>(Guidance Note: the core standards are available on the NICE Electronic and Print Framework website at: https://www.nice.org.uk/about/nice-communities/library-and-knowledge-services-staff/buy-books--journals-and-databases/provider-information/core-standards--non-agents)</p>
Limit on Parties' Liability	<p>The annual total liability for all Defaults will not exceed the greater of 125% of the Agreement Price by the Purchasing Authority to the Provider during the Call-Off contract Term (whichever is the greater).</p> <p>The aggregate liability in circumstances where the Purchasing Authority terminates this Agreement shall not exceed the greater of 125% of the Agreement Price payable by the Purchasing Authority to the Provider.</p>

Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or ending of this Call-Off contract; • professional indemnity insurance cover to be held by the Provider and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Purchasing Authority requires (and as required by Law); • employers' liability insurance with a minimum limit of 5,000,000 or any higher minimum limit required by Law.
Force Majeure	<p>Either Party may terminate this Order Agreement if the other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.</p>
Purchasing Authority's Responsibilities	<p>The Purchasing Authority is responsible for providing user base numbers to the Provider; technical implementation responsibilities that might impact access to databases or the Provider's delivery of the Service.</p>

6. Additional Purchasing Authority terms

Performance of the Service(s) and Deliverable(s)	<p>The Supplier will provide access to the European Newsstream Knowledge Resources as required by the Buyer.</p>
Warranties, Representations	<p>NOT APPLICABLE</p>
Additional Terms	<p>NOT USED</p>
Alternative Clauses	<p>NOT USED</p>

Personal Data and Data Subjects	See Annex SEVEN: Personal Data Processing Instructions.
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7. Sub-contractors

Subcontractors or Partners	NOT APPLICABLE
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8. Payments & Invoicing Schedule

	Invoicing
Payment Method	The payment method for this Call-Off contract is: BACS
Payment Profile	The payment profile for this Call-Off contract is: fixed price with invoices to be paid annually, in arrears.
Invoice Frequency	[REDACTED]
Invoice Delivery	[REDACTED]
Invoice Details Required	[REDACTED]

	Agreement Price and Fees
Fixed Agreement Price (non-Agent supply)	Subject to clauses 11: Agreement Price of the “Call Off Terms & Conditions”, the price is fixed and shall not be subject to any increase whatsoever by the Provider during the Term.

	The total value of this Call-Off contract is: £26,601.95, excluding VAT.
Agent supply only	Not Applicable
Breakdown Call-Off Contract Charges	As described in Annex FOUR: Pricing Schedule. The breakdown of the charges is: £26,601.95, excluding VAT.

9. Formation of Contract

- 9.1 By signing and returning this Call Off Order Form, the Provider agrees to enter a Call-Off contract with the Purchasing Authority.
- 9.2 The Parties agree that they have read the Call Off Order Form and the “Call Off Terms & Conditions” terms and by signing below agree to be bound by this Call-Off contract.
- 9.3 This Call-Off contract will be formed when the Purchasing Authority acknowledges receipt of the signed copy of the Call Off Order Form from the Provider.
- 9.4 In cases of any ambiguity or conflict, the terms and conditions of this Call Off Order Form will supersede those of the Provider terms and conditions as per the order of precedence set out in clauses 2: Overriding Provisions to the “Call Off Terms & Conditions”.

10. Signatures

AS WITNESS the hands of the parties the day and year below first written.

Authorised Signatories

For and on behalf of The Provider:
Signature: [REDACTED]
Print Name: [REDACTED]
Date 23/01/2025
Position (Budget Holder) DIRECTOR, GLOBAL BIDS AND PROPOSALS

For and on behalf of The Purchasing Authority
Signature: [REDACTED]
Print Name: [REDACTED]
Date January 27, 2025 5:10:49 AM EST
Position (Budget Holder) Commercial Manager

ANNEX ONE: Specification

[REDACTED]

ANNEX TWO: Schedule for Northern Ireland Law

NOT APPLICABLE

ANNEX THREE: Schedule for Scottish Law

NOT APPLICABLE

ANNEX FOUR: Pricing Schedule

[REDACTED]

ANNEX FIVE: Beneficiaries Party to this Agreement

The Beneficiaries listed below shall be party to this Agreement and are the Beneficiaries to which the Purchasing Authority has purchased the Service(s) and Deliverable(s) as set out in the Specification (Annex ONE to the “Call Off Order Form”) in partnership, collaboration or consortia:

Organisation (from Beneficiaries List)	Address	Contact Name of Beneficiary

ANNEX SIX: Additional Terms

NOT USED.

ANNEX SEVEN: Personal Data Processing Instructions

[REDACTED]

ANNEX EIGHT: Variation to Agreement

Schedule 1 to the Agreement between the Purchasing Authority and the provider of _____ on the _____ Day of 20____ (“the Agreement”).

For the purposes of this Memorandum of Agreement:

the “Purchasing Authority Commissioning Manager”	means the individual from time to time appointed by the Purchasing Authority and notified to the Provider in writing responsible for the co-ordination of the development specified below;
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This Memorandum of Agreement, pertain to the development of [add details] (the “Services and Deliverables”) to be undertaken by the Provider and is agreed by the Provider and the Purchasing Authority as a current addition to Annex ONE to the Call Off Order Form.

The Development Services and Supply will:

be developed by the Provider in compliance with the Specification or annex(es) 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 Memorandum may only be varied with the prior written agreement of the Purchasing Authority, such agreement (if given) not to be unreasonably delayed.

The Milestones for deliverables which are required by the Purchasing Authority are detailed in this Memorandum. The Purchasing Authority requires, and the Provider will deliver [annually, quarterly, monthly] a Monitoring Report in the form and by the times set out within the Schedule for Reporting & Monitoring.

Milestones

Due Date	Milestone

The Provider shall be deemed to have completed a Milestone by the Due Date notwithstanding any delay beyond the Due Date if such delay would not have occurred but for any act or omission of the Purchasing Authority, anything done or omitted to be done on the Purchasing Authority instructions or any other act or omission of a third party which was beyond the reasonable control of the Provider (for the avoidance of doubt such third parties do not include the Provider's sub-Contractors,).

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	Signature on behalf of the Purchasing Authority
Name	Name
Title	Title
Date	Date