



NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE

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

Call Off Order Form

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 between Wolters Kluwer Health (Medical Research) Ltd, with company house number [REDACTED] and registered address [REDACTED]) the provider on 1st April 2024 and (“**the Purchasing Authority**”) UK Health Security Agency, [REDACTED].
- 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	<i>Ovid database subscription</i>

Agreement Description	<i>OVID databases (Knowledge & Library services)</i>
Commencement Date	31st March 2024
Expiry Date	31st March 2025
Agreement Value	£55,186.00
Purchase Order Number	<i>[Enter purchase order number if applicable]</i>
Contract Number	C258530

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 to download from the [NICE Electronic and Print Framework website](#)
- 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: Title:

Library Services Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

3.2 For the Provider:

Title: ***Regional Sales Manager***

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

4. Term

Commencement Date	This Call-Off contract Starts on 1st April 2024 and is valid for 12 months with no option to extend.
Termination	The notice period for the Purchasing Authority is a maximum of 30 days from the date of written notice for Termination without cause .

Extension Period	N/A
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5. Purchasing Authority Contractual Details

Lots	This Call-Off contract is for the provision of Knowledge Resources under: <ul style="list-style-type: none"> • Lot 5: Databases and Evidence Summaries
Service(s) & Deliverables required	The Service(s) & Deliverable(s) to be provided by the Provider under the above Lots and outlined below: <ol style="list-style-type: none"> 1. APA PsycInfo 2. Ovid Public Health Advantage 3. Medline (1946-Date) 4. FSTA 5. GIDEON
Additional Services Required	N/A
Location	The Service(s) and Deliverable(s) will be delivered to UKHSA main sites and below locations. <p>Authorized Facilities/Sites:</p> 

Licence Terms	<p>The following licences form an integral part of this Agreement, please state which contractual document shall be used:</p> <ul style="list-style-type: none"> • The HSCC Licence.
Core Standards, Service Level Agreements (SLAs), Key Performance Indicators (KPIs):	<p>The core standards and any associated SLAs and KPIs used are:</p> <ol style="list-style-type: none"> 1. As detailed in the HSCC Licence; or <p>The core standards are available on the NICE Electronic and Print Framework website</p>
Limit on Parties' Liability	<p>The annual total liability for all Defaults will not exceed the greater of £1,000,000 or 150% 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 £ 100,000 or 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 CallOff 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>A Party may terminate this Order Agreement if the other Party is affected by a Force Majeure Event that lasts for more than 7 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 Provider's delivery of the Service.</p>

6. Additional Purchasing Authority terms

Performance of the Service(s) and Deliverable(s)	<p>This Call-Off contract will include the following key milestones:</p> <p>exit and offboarding</p>
Warranties, Representations	<p>In addition to clause 39: Warranty in the "Call Off Terms & Conditions", the Provider warrants and represents to the Purchasing Authority that the database provided will be free from bugs and database will be fit for use.</p>

Additional Terms	N/A
Alternative Clauses	N/A
Personal Data and Data Subjects	Please see the statements in Annex SEVEN

8. Payments & Invoicing Schedule

	Invoicing
Payment Method	The payment method for this Call-Off contract is <i>BACS</i> .
	Invoicing
Payment Profile	The payment profile for this Call-Off contract is <i>annually</i> in <i>advance</i> .
Invoice Frequency	The Provider will issue electronic invoices <i>annually</i> in <i>advance</i> . The Purchasing Authority will pay the Provider within 30 days of receipt of a valid invoice.
Invoice Delivery	Invoices will be sent to:  and UKHSA Accounts Payable.
Invoice Details Required	All invoices must include: <ul style="list-style-type: none"> • currency • exchange rate used at quotation • Contract ECM number • PO number
Invoice frequency	Invoices will be sent to the Purchasing Authority annually for each subscription service. That is, two invoices on an annual basis, effectively.

	Agreement Price and Fees
Fixed Agreement Price (non-Agent supply)	<p>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.</p> <p>The total value of this Call-Off contract is <i>£55,186.00</i></p>
Agent supply only	<p>Subject to clauses 11.5 of the “Call Off Order Terms & Conditions”, in the case of Agent supply where the Publisher has not released to the Agent the fixed price for the following year(s) post year 1, the estimated price and the date the final fixed price shall be released by the Publisher is detailed below.</p> <p>Please see pricing schedule. The breakdown of the charges is described in Annex FOUR: Pricing Schedule.</p>
	described in Annex FOUR: Pricing Schedule.
Breakdown Call-Off Contract Charges	The breakdown of the charges is described in Annex FOUR: Pricing Schedule.
Renewals	Do renewals apply? Yes

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:	
	
Print Name	
Full Name:	
Date	Job Title/Role: Associate Director
Date Signed:	25.03.2024
Position	

For and on behalf of The Purchasing Authority	
	
Print Name	
Full Name:	
Job Title/Role:	Head of Category: D&T
Date	Date Signed: 25/03/2024
Position (Budget Holder)	

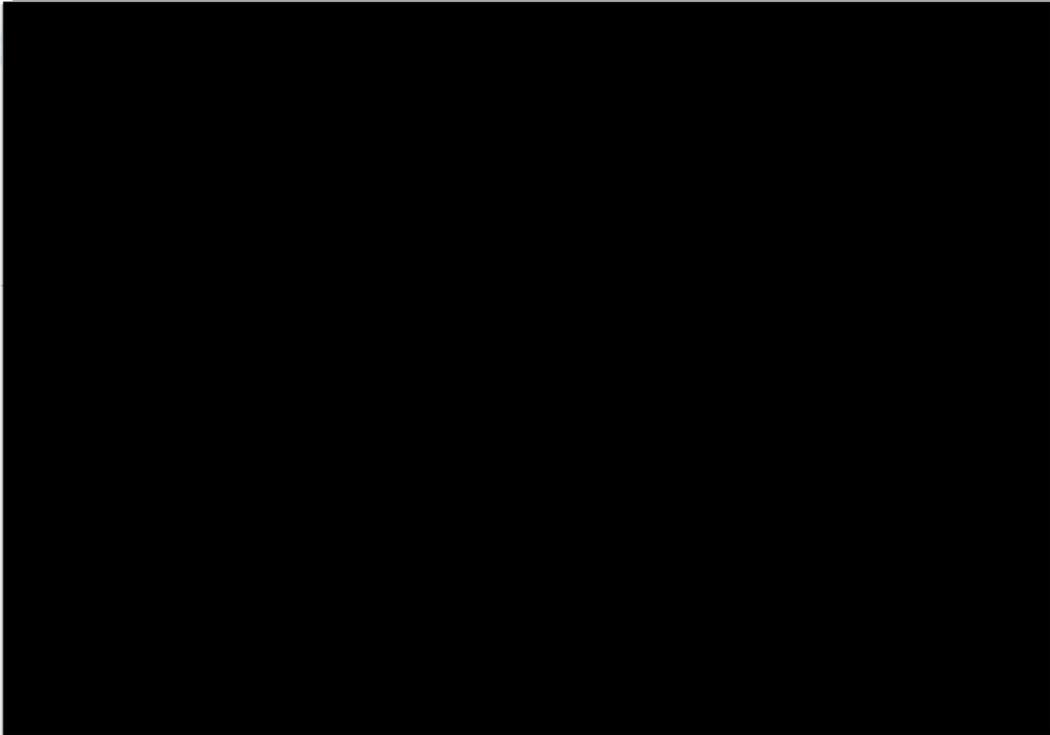
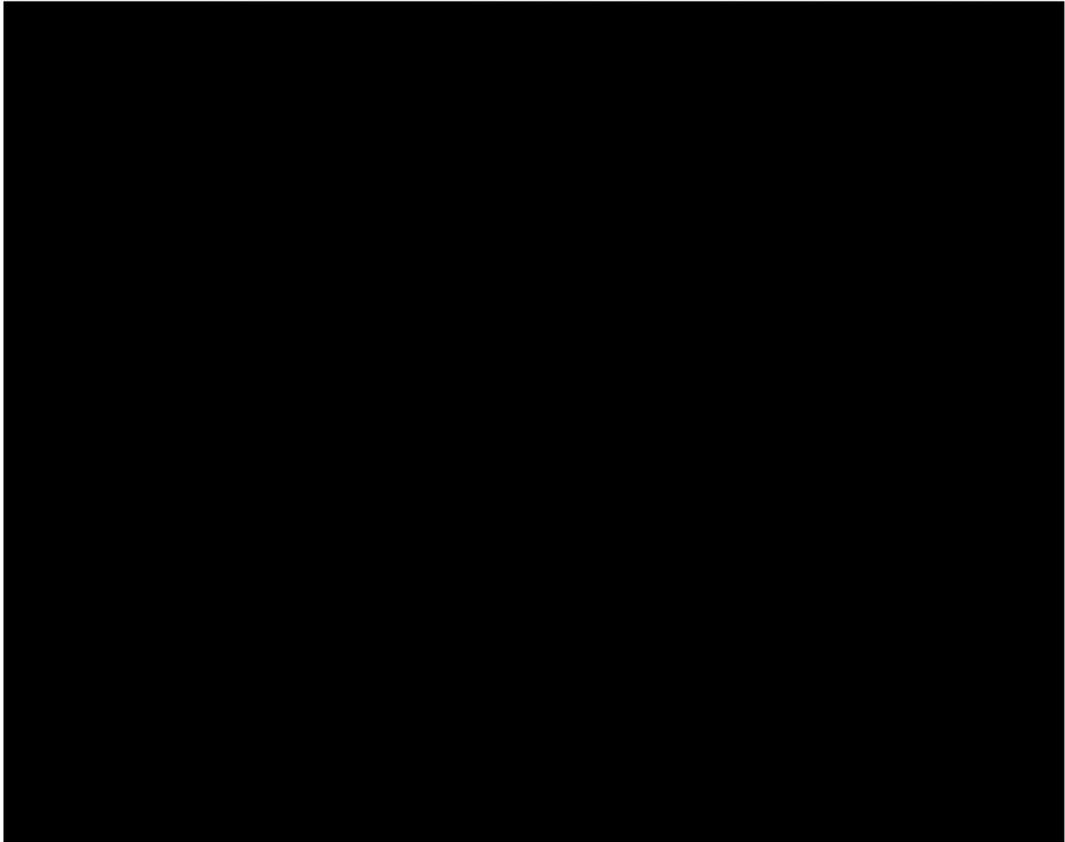
ANNEX ONE: Specification

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- [Redacted list item]

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- [Redacted list item]
- [Redacted list item]
- [Redacted list item]
- [Redacted list item]



ANNEX TWO: Schedule for Northern Ireland Law (N/A)

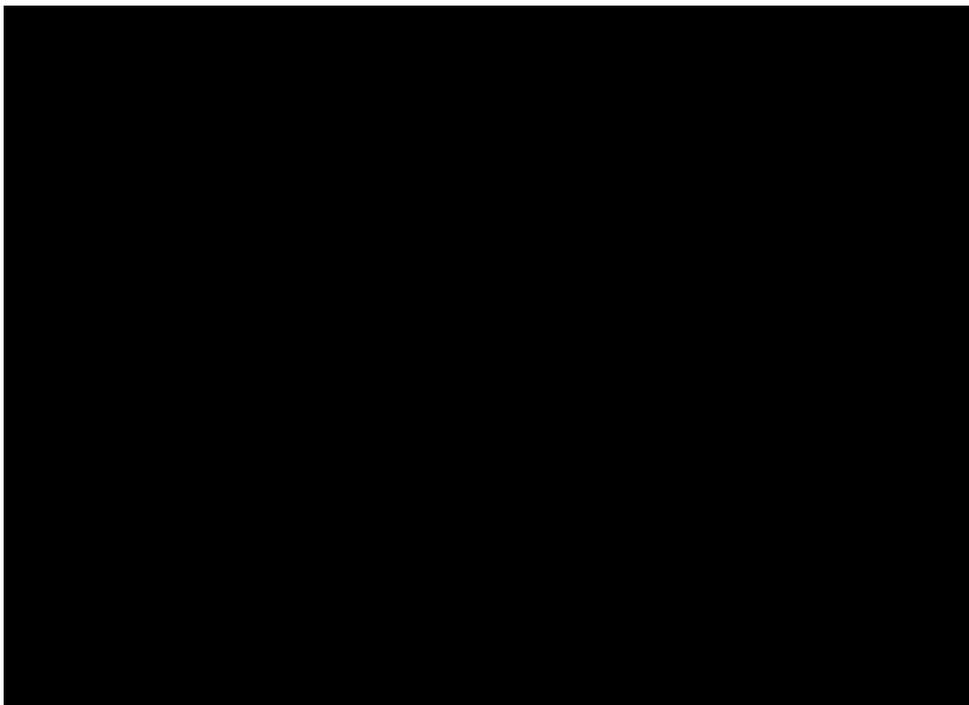
1. This Annex TWO: “Schedule for Northern Ireland Law” may be included as an annex to the “Call Off Order Form” to adapt the terms set out in the “Call Off Terms & Conditions” document, so that the Agreement is under Northern Ireland Law as follows:
 2. Clause 25: **Staff Resources:**
 - 2.1. Clause 25.2: substitute “the Equality Act” with “Section 75 of the Northern Ireland Act 1998.”
 - 2.2. Clause 25.3: substitute “the Equality Act” with “Section 75 of the Northern Ireland Act 1998.”
3. Changes to Clause 32: **Dispute Resolution Procedure:**
 - 3.1. Clause 32.4: substitute the full clause 32.4 with the following wording: “If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Dispute Resolution Service of Northern Ireland (DRS) Code of Practice current time at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by DRS”.
 - 3.2. Clause 41: **Law:**
 - 3.2.1. Clause 41.1 the term “English courts” shall be replaced with “N. Ireland courts”.
 - 3.2.2. Clause 41.1 the term “English Law” shall be replaced with “the Law of Northern Ireland”.

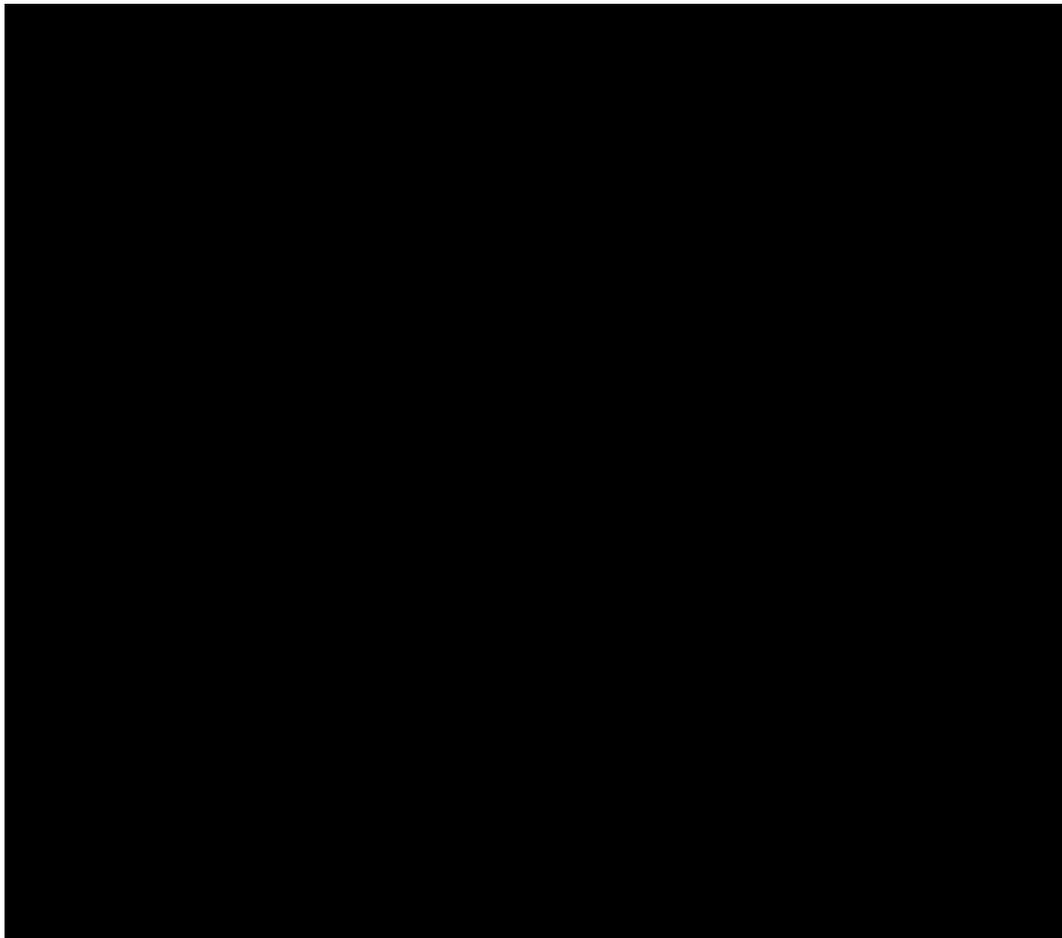
ANNEX THREE: Schedule for Scottish Law (N/A)

4. This Annex TWO: “Schedule for Scottish Law” may be included as an annex to the “Call Off Order Form” to adapt the terms set out in the “Call Off Terms & Conditions” document, so that the Agreement is under Scottish Law as follows:
5. Clause 8: **Beneficiaries party to this Agreement:** 5.1. Clause 8.2 the words “Contract (Rights of Third Parties) Act 1999” shall be replaced by “Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)”.
6. Changes to Clause 32: **Dispute Resolution Procedure:** 6.1. Clause 32.4: add the following wording: “The governing law and jurisdiction provisions of CEDR’s Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session.”

6.2. Clause 41: **Law:**
 - 6.2.1. Clause 41.1 the term “English courts” shall be replaced with “Scottish courts”.
 - 6.2.2. Clause 41.1 the term “English Law” shall be replaced with “the Law of Scotland”.

Annex FOUR: Pricing Schedule





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
UK Health Security Agency	[Redacted] [Redacted] [Redacted]	[Redacted] [Redacted]
	[Redacted] [Redacted] [Redacted]	[Redacted] [Redacted]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>

Annex SIX: Additional Terms (N/A)

(Guidance Note: The Purchasing Authority to use this Annex SIX to set out the terms for any additional service requirements which are not contained in the Health & Social Care Content (HSCC) Licence, the Agent Agreement or the Publisher's licence.

Examples of such additional service requirements might include a technical specification for the provisions of a database API, ability to integrate content into national or local Resource Discovery Systems (RDS), local usage requirements, communications criteria.)

Annex SEVEN: Personal Data Processing Instructions

Please delete the guidance notes before sending to Provider.

Subject matter of the processing	Granting and allowing access to the Licensed Materials using attributes passed to the Provider from the OpenAthens authentication service.
Duration of the processing	Expiry 31/3/2025
Purposes of the processing	The Provider may only use personal identifiable data for the purposes of allowing access to Licensed Materials for that individual and no other.
Nature of the processing	<p>The Provider may only use personal identifiable data for the purposes of allowing access to Licensed Materials for that individual and no other.</p> <p>The Provider may not use or share any personal identifiable attributes in any circumstances or for any purpose what-so-ever</p>
Type of Personal Data	<p>In the case of Open Athens authentication, this would include the following attributes: Persistent user identifier; Organisation ID; Entitlement; Role.</p> <p>If using the Providers' identification / authentication process, this would also include name and email address.</p>
Categories of Data Subject	<p>UKHSA Staff members using the subscribed databases.</p> <p>Eligible persons as defined at: https://www.nice.org.uk/about/what-wedo/evidence-services/journals-anddatabases/openathens/openathens-eligibility</p>
Plan for return and destruction of the data	Unless there is a statutory obligation to preserve the data the Provider shall not store personal

once the processing is complete	identifiable attributes. The attributes will be deleted on the closing of each user session.
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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.

<p>Signature on behalf of the Provider</p> <p>Name</p> <p>Title</p> <p>Date</p>	<p>Signature on behalf of the Purchasing Authority</p> <p>Name</p> <p>Title</p> <p>Date</p>
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