

## International NICE: Content Licence

**This licence is applicable to third parties using NICE content outside the UK either in English or in translation**

**This agreement** is made the [xxx] day of [MONTH, YEAR]

**between:**

(1) **National Institute for Health and Care Excellence**, of 1A City Tower, Piccadilly Plaza, Manchester, M1 4BD United Kingdom ('NICE' or 'us')

**and**

(2) [xxxx], of [xxxx] ('you')

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## Definitions

**‘Adaptation’**, which is subject to a separate licensing agreement, means either (a) the use of NICE guidance to create a bespoke guideline for a particular setting, or (b) the use of NICE guidance to deliver a derivative product drawing heavily on NICE content.

**‘Automated Programming Interface’ (API)** refers to a set of routines, protocols and tools for building software and applications.

**‘Data Protection Legislation’** means: (i) the GDPR, the LED 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; and (iii) all applicable Law about the processing of personal data and privacy.

**‘DPA 201’8** means Data Protection Act 2018.

**‘End date’** means [date] **OR** in perpetuity in respect of usage within any specific product or service if identified as a single use product in schedule B (unless this agreement is terminated earlier under the provisions of this agreement).

**‘GDPR’** means the General Data Protection Regulation (*Regulation (EU) 2016/679*).

**‘Information’** means the information, data, text and other content offered for use under this licence and/or delivered through the NICE syndication service.

**‘Language’** means [add language or delete].

**‘LED’** means Law Enforcement Directive (*Directive (EU) 2016/680*)

**‘NICE content’** means the documents, materials or other content set out in schedule B.

**‘NICE syndication service’** or **‘service’** means the web service available at <https://api.nice.org.uk/> and the associated systems and facilities made available by NICE for delivering NICE content electronically.

**‘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.

**‘Start date’** means the date when all parties have signed the agreement as set out in schedule G.

**‘Translated NICE content’** or **‘translation’** means either translating content into another language or electronically repurposing it as set out in schedule B. Translating content into another language is not permitted when content is delivered via the NICE Syndication Service schedule F).

## ***Licence grant***

1. NICE grants you a licence ('the licence'):
  - which is personal, non-assignable and non-exclusive, and with no right to sub-licence
  - to reproduce and make available
  - [if relevant add 'a translation of'] the NICE content
  - in the language [delete this bullet if material will not be translated]
  - in the Territory [state territory]
  - for the products or services set out in schedule B
  - subject to the limitations, restrictions and applicable level of the Content Assurance Service set out in schedule B and in this agreement
  - from the start date
  - until the end date (unless both of us agree to extend this agreement, or the agreement is terminated earlier).

**Note:** You will need to re-apply for permission if you wish to use and disseminate the content in any other territory, or in another format, issue or edition to that stipulated under this agreement.

## ***Your obligations***

2. If you are permitted under schedule B to use only selected extracts, you must download or take the content directly from the NICE documents on the NICE website. NICE is not in a position to supply any other version of these documents.
3. If you are permitted under schedule B to use only full text content by way of syndication, you must adhere to the additional terms set out in 'Schedule F NICE syndication service' and ensure compatibility with your systems and/or platforms by not using any feed within the API marked 'deprecated'. These are present for the purposes of internal NICE legacy support only.
4. You should note that all NICE guidance is subject to regular review and may be updated or withdrawn.
5. You are not allowed to reproduce either the former National Institute for Clinical Excellence and National Institute for Health and Clinical Excellence logos or the current National Institute for Health and Care Excellence logo, except: (a) where they are embedded as part of the original document; (b) you are using the

document in its entirety as a facsimile, without alteration or abridgement; and (c) you are displaying the NICE logo according to the terms of the syndication requirement described in schedule F relating to the NICE syndication service.

6. NICE does not permit any other logos to be added to its publications, and NICE documents – including those used in translation – must not be altered in any way [if relevant add 'save for the permitted translation'], without the prior written consent of NICE. Unless approved by NICE, this includes any removal of content, adaptation of selected extracts, editing, or changing of layout.
7. Some NICE content includes identifiable third-party content and this is often limited to use in England. It is therefore for you to seek the necessary additional permission to use any content in the NICE content which is identifiable as being sourced from, or owned by, a third party. This may include, but is not limited to: text extracts, third-party review and comment, official publications, data, tables, illustrations and/or photography. This also includes content that NICE has acknowledged it has adapted.
8. This licence does not permit any adaptation of NICE content or use in derivative publications, systems or platforms.
9. The granting of this licence does not confer an approval or endorsement of any product or service, or any accompanying marketing materials, even if the product, service or material has been reviewed and accepted for use by NICE under paragraph 19 below; no such implication should be given to intended audiences.
10. The licence does not extend to allowing the resale of complete NICE documents, or substantial parts of NICE content [if relevant add 'or the translated NICE content'] unless: (a) written permission has been granted by NICE, and (b) such usage forms part of the use case in schedule B.
11. You are not permitted to display the information next to any advertising or promotional text(s) or use the information in or on websites, or alongside services that feature content (in any form) in any of the categories set out in schedule A.
12. Where the licence is for a single use product, the licence is limited to the specific description and edition/version of such product as described in schedule B.
13. [If relevant add the following] Any translation of a NICE document or NICE content may only be carried out by a professional translator with expertise in medical terminology.
14. [If relevant add the following] A copy of the proposed translation must be supplied to NICE in Microsoft Word format or in such other format as NICE may agree in writing. You acknowledge that NICE has absolute discretion in whether or not to

approve any proposed translation as part of its Content Assurance Service under paragraph 19 below.

15. You will comply with all applicable laws in performing your obligations and exercising your rights under this agreement.

### **Obligations of NICE**

16. If you are permitted to replicate [if relevant add 'and translate'] the full text of a NICE document, NICE will provide you with the most current Microsoft Word version with such use subject to the relevant translation service and applicable Content Assurance Service below (paragraph 19).
17. If you are permitted to receive NICE content using the NICE syndication service, NICE will provide access to the NICE content covered by this licence via an API key on signature of this licence, with such use subject to the applicable Content Assurance Service below (paragraph 19).
18. [If relevant add the following] If you are permitted to translate NICE content, NICE will check your translation through a proofing process and comment on the accuracy and acceptability of the translation as relevant.
19. NICE will require sight of your final artwork/product as a prior condition to the licence to use becoming effective. NICE will review your use of its content according to the [relevant translation service] and applicable Content Assurance Service (Full text or Level 1, 2 or 3 as indicated in schedule B):

<b>Service level</b>	<b>Product type to be issued by you</b>	<b>What NICE will do before the licence is effective</b>
Full text (replication) or substantial extracts	Reuse	Review of application, checking the ownership of the NICE content and that it is current and that its use is appropriate, proofing of translated document, feedback and sign-off.  Syndication – review of application, including: due diligence check, checking the ownership of the requested NICE content, and that the use case is appropriate. Post-licence checks include: use of attribution and disclaimer statements, NICE logo placement and review of usage statistics.
1 Selected extracts	Books and journals	Review of application, checking the ownership of the NICE content and that it is current and that its use is appropriate, proofing of translated document, feedback and sign-off.
2 Selected extracts	Marketing, advertising	Review of application, checking the

	and Information sharing	ownership of the NICE content and that it is current and that its use is appropriate, proofing of translated document, feedback and sign-off.
3 Selected extracts	Education, training and consultancy	Review of application, checking the ownership of the NICE content and that it is current and that its use is appropriate, proofing of translated document, feedback and sign-off.

\* NICE reserves the right to waive the Content Assurance Service for practical purposes if necessary

### ***Intellectual property***

20. Copyright, database rights and other intellectual property rights, information, layout and design of NICE documents and the Service rest with NICE.
21. You will own the copyright in the format/layout/typographical arrangement of the information to the extent that it differs from that of NICE content.
22. You will own the intellectual property in the product or service you create using NICE information or the information provided via the NICE syndication service but you will not own any intellectual property rights in the NICE information.
23. You undertake not to use the permitted NICE content for any purpose other than that specifically and explicitly authorised in this agreement nor permit others to do so.
24. All use of the NICE content is subject to NICE's [Notice of rights](http://www.nice.org.uk/terms-and-conditions) available from [www.nice.org.uk/terms-and-conditions](http://www.nice.org.uk/terms-and-conditions)
25. **[If relevant add the following]** You hereby assign, with full title guarantee, all and any copyright subsisting in your translation of the NICE content as a present assignment of future copyright. You further undertake to execute any documents, assignments or transfers (if required) to vest fully the copyright in such translation with NICE.
26. The content used from the NICE content **[if relevant add 'and in the translation']** should be appropriately referenced, and must include an attribution and disclaimer statement. The wording is as follows:

#### **26.1 International individual documents and selected extracts (including translations)**

*'© NICE [YEAR] TITLE. Available from [www.nice.org.uk/guidance/ng\[XX\]](http://www.nice.org.uk/guidance/ng[XX]) All rights reserved. Subject to [Notice of rights](#)*

*NICE guidance is prepared for the National Health Service in England. All NICE guidance is subject to regular review and may be updated or withdrawn. NICE accepts no responsibility for the use of its content in this product/publication.'*

## **26.2 Content taken through the NICE syndication service**

*'© NICE [YEAR] All rights reserved. Subject to [Notice of rights](#)*

*NICE guidance is prepared for the National Health Service in England. It is subject to regular review and updating and maybe withdrawn. NICE accepts no responsibility for the use of its content in this product/publication. The distributor is responsible for incorporating updates from NICE and cannot alter the content in any way. Any content delivered alongside content provided by NICE will not necessarily reflect the views of either NICE or those organisations commissioned to develop NICE guidance. NICE content used outside of the UK is for personal use only. All other use of NICE content by commercial and non-commercial organisations is only allowed with the written permission of NICE.'*

## **26.3 Content used in mobile applications**

The following statement must be displayed at category or content page level and/or within the splash screen where any information is predominant.

*'Content provided by NICE'*

A clear distinction should be made between NICE content, your own content and any content supplied by a third party (see paragraph 7 above).

27. You are not allowed to assign, sub-licence, sub-contract or delegate any of the rights covered by the licence to a third party, whether for commercial or non-commercial use, without the written consent of NICE.
28. NICE represents and warrants that:
  - to the best of its knowledge (and subject to you complying where necessary with the provisions of paragraph 7 above), use of the NICE content in accordance with the licence does not infringe the intellectual property rights of a third party
  - it has the authority to grant the licence, and
  - to the best of its knowledge and belief, any statements of fact made by NICE in the NICE content are true and correct but NICE makes no warranty in relation to any material identified as sourced from third parties in the NICE content.
29. You agree to promptly notify NICE of any infringement or unauthorised use of NICE's intellectual property of which you become aware and provide NICE with all



information and assistance it may reasonably request with the initiation of any infringement action.

### ***Fees and payment***

30. The fees applicable under this agreement are set out in schedule C and should be paid within sixty (60) days of the invoice date.
31. Payment is to be made in UK £ Sterling.
32. It is the client's responsibility to obtain any information on local taxes/customs duties. Any taxes, duty or bond will be payable by the client if applicable.
33. NICE reserves the right to amend the contract value and invoice total to take account of any Withholding Taxes (WHT) or local taxes.
34. If applicable, VAT will be charged at the prevailing UK rate.
35. You will make payments to the following account of NICE:

<b>Bank:</b>	The Royal Bank of Scotland
<b>Bank address</b>	The Royal Bank of Scotland, CST, 2 <sup>nd</sup> Floor, 280 Bishopsgate, LONDON EC2M 4RB
<b>Sort Code:</b>	60-70-80
<b>Account Name</b>	National Institute for Health and Care Excellence
<b>Account Number</b>	10003347
<b>Swift:</b>	NWBKGB2L
<b>IBAN:</b>	GB88NWBK60708010003347

Please quote the licence number on all remittances (see schedule C).

36. NICE shall have the right to charge interest on overdue invoices at a rate of 5% per annum above the Official Bank Rate of the Bank of England from time to time in force from the date when payment becomes due from day to day until the date of payment.

### ***Warranties, liability and indemnity***

37. The content in NICE documents is licensed 'as is' and NICE is not liable for any errors or omissions in its documents, [if relevant add 'nor in any approval or sign-off of any translation put forward by you for approval,'] and shall not be liable for any loss, injury or damage of any kind caused by its use to the maximum extent permitted by law.
38. NICE gives no warranty that the NICE content made available to you – or the translated NICE content – is fit for your intended purpose even if it has seen and approved the use in your product and is aware of the intended use.

- a) Nothing in this agreement, however, limits any liability for personal injury or death caused by negligence or any other liability which cannot be excluded or limited under applicable law. Subject to that, and notwithstanding any other provision in this agreement, NICE's aggregate liability to you whether in contract, tort or otherwise shall be capped at the fees payable by you under this agreement, or £10,000 if greater. NICE accepts no liability for medical practice, processes or clinical decision making.
39. You indemnify NICE from and against all costs, liabilities, claims and expenses to which NICE is exposed or becomes liable which occur by reason of:
- a) the way or form in which you use the NICE content being different from the original NICE document on which it is based
- b) **[If relevant add the following]** its translation
- c) your failure to comply with any applicable laws
- irrespective of whether or not NICE has seen, approved or commented on your product or publication.
40. You indemnify NICE and keep it indemnified, and hold NICE harmless, from all actions, suits, claims, demands, losses, charges, damages, fines, costs and expenses and other liabilities, which are a consequence of NICE discontinuing the supply of the information or the NICE syndication service and/or terminating the licence in any eventuality.
41. NICE cannot be held liable or responsible for any actions or losses caused by corruption to the interface, which is where the content delivered by you is corrupted by your system and therefore different from the content supplied by NICE.
42. This licence is the whole agreement between the parties and each acknowledges that it has not relied on any statement or representation not included here.

### **Termination**

43. This agreement may be terminated with just cause by either party by giving the other party not less than three (3) months' notice in writing at any time.
44. NICE reserves the right to restrict, suspend, or terminate access to the NICE syndication service, elements of the Service, or information provided by the Service. Such action is subject to 30 days' written notice.
45. Without prejudice to any right or remedy either party may have against the other for breach or non-performance of this agreement, either party may immediately terminate this agreement by notice in writing if the other party:
- a) commits a material breach of this agreement which is incapable of remedy or, in the case of any such breach capable of remedy, it has failed to remedy or

has repeated within sixty (60) days after receiving written notice from the other party setting out details of the breach; or

- b) makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganisation or rearrangement under the bankruptcy laws, or if a petition in bankruptcy or for winding-up is filed against such other party and is not dismissed within sixty (60) days after the filing, or if a receiver, administrator or trustee is appointed for all or any part of the property or assets of such other party, or an equivalent or similar event or proceeding occurs in any jurisdiction.

46. NICE may terminate this agreement by giving you thirty (30) days' notice in writing in the event that: you use the NICE content within a product or service that is illegal or infringes any third-party rights; in the reasonable opinion of NICE, such use may bring NICE or any third party into disrepute; or any such use conflicts with NICE's purpose or objectives.
47. Where a print run or other metric is set out in schedule B and the licence is based on such metric, the licence shall terminate once the relevant figure, quantity or other metric has been met or exceeded.

### ***Effect of termination***

48. On termination:

- the licence ceases
- you will cease any further distribution or communication to the public of any online electronic service or software incorporating any NICE content, on the understanding that you may continue to host and make available to subscribers of a publication the NICE content that has been published within a publication by you under the term of this licence, and
- you will cease any printing, publication, distribution or communication to the public of any print or physical product incorporating any NICE content.

### ***Entire agreement***

49. This agreement constitutes the entire agreement between you and NICE and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. We each agree that we have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## ***Headings***

50. Paragraph headings are for ease of reference only and have no legal meaning.

## ***No partnership or agency***

51. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## ***No waiver***

52. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## ***Complaints***

53. If any dispute arises out of or in connection with this agreement, it shall be referred in writing to the respective parties' complaints procedure for resolution. If this fails to resolve the dispute the matter shall be referred to mediation, if both parties agree, but failing that shall be dealt with in the English courts which will have exclusive jurisdiction.

## ***Proper law***

54. This agreement is subject to English law.

The conditions of this agreement are important and, if you fail to comply with them, the rights granted to you under this agreement, or any similar licence granted by the NICE, may be terminated.

## **SCHEDULE A: Excluded content categories**

- a. Political, that is, lobby groups, pressure groups and political parties
- b. Religious bodies
- c. Content promoting any tobacco products or any other goods bearing tobacco applicant brand
- d. Content promoting betting and gambling
- e. Content promoting adult services including escort agencies and premium rate telephone numbers for adult chat services
- f. Content promoting weapons, weapon manufacturers and gun clubs
- g. Content promoting, encouraging or facilitating violence
- h. Content that is libellous, misleading, pornographic, defamatory, or that contains illegal, infringing, or otherwise actionable content under UK law
- i. Content that incites hatred whether based on race, religion, gender, sexuality or otherwise, or promote encourage or facilitate anti-social behaviour
- j. Content that promotes, encourages or facilitates terrorism or other activities that risk UK national security
- k. Content that discriminates against any specific social group or otherwise exploits vulnerable sections of society
- l. Content that contains exaggerated, misleading or false claims
- m. Content that exploits the credulity, lack of knowledge or inexperience of consumers
- n. Content that might cause offence or harm or may otherwise bring NICE into disrepute
- o. Content categories otherwise notified to you by NICE

## SCHEDULE B: NICE content use

<b>NICE document(s):</b>	
<b>Audience:</b>	
<b>Territory:</b>	
<b>Additional NICE requirement(s):</b>	
<b>Quality assurance</b> <b>Attribution display</b>	
<b>Agreed use case:</b>	
<b>National/government/multi-organisational adoption</b>	<input type="checkbox"/>
<b>Single use/organisation</b>	<input type="checkbox"/>
<b>Translation</b>	<input type="checkbox"/>
<b>Description of product/service or use case of NICE content</b>	
<b>Name of resource that will include NICE content:</b>	
<b>Platform/system/website where NICE content and the product will be available (if applicable):</b>	
<b>Name of publisher on product:</b>	
<b>Commercial model and client sell price (if applicable):</b> (state free of charge if made	

available by you at no charge)
<b>Content Assurance Service level:</b> [1], [2], [3] (delete as applicable)
<b>Translation proofing required (obligatory):</b> YES/NO
<b>Print run (if applicable):</b>
<b>Single use product (if applicable):</b> (Describe, for example: 'The [xx] edition of the above product first issued in [Month] [year]')
<b>Start date:</b>
<b>End date:</b>

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## **SCHEDULE C: Payment schedule**

### **Fees payable**

NICE to complete

<b>Licence number:</b>	NICEIPXXX
<b>Total contract value (excl. VAT) (if applicable)</b>	
<b>Including VAT 20% (if applicable)</b>	
<b>Including WHT XX% (if applicable)</b>	
<b>Total contract value (GBP) payable to NICE</b>	

### **Schedule of payment**

**EITHER**

**In full on receipt of invoice post signature**

**OR**

**by instalment [DELETE AS APPLICABLE]**

<b>Instalment</b>	<b>Date due</b>	<b>Total (inclusive of VAT if applicable)</b>
1st instalment (including administration fee)		
2nd instalment		
3rd instalment		
4th instalment		

### **Invoice details**

**Submit by email to:**

Name:

Address:

Email:



## SCHEDULE D: Contact details

### For NICE

<b>Name</b>	Mark Salmon
<b>Title</b>	Deputy Director, Evidence Resources
<b>Office address</b>	NICE, Level 1A, City Tower, Piccadilly Plaza, Manchester M1 4BT
<b>Telephone number</b>	0161 219 3775
<b>Email address</b>	<a href="mailto:mark.salmon@nice.org.uk">mark.salmon@nice.org.uk</a>

<b>Name</b>	Iain Moir (Account Manager)
<b>Title</b>	Programme Manager: Syndication, Content and Licensing
<b>Office address</b>	NICE, Spring Gardens, London SW1A 2BU
<b>Telephone number</b>	020 7045 2208
<b>Email address</b>	<a href="mailto:iain.moir@nice.co.uk">iain.moir@nice.co.uk</a>

### For [xxx]

<b>Name</b>	
<b>Title</b>	
<b>Office address</b>	
<b>Telephone number</b>	
<b>Email address</b>	

## **SCHEDULE E: Communications guidance when using NICE content and syndicated NICE content**

The following sets out the NICE communications criteria and guidance for contracted organisations reusing NICE content, which must be followed when promoting your products and services through your own print and electronic publications and communications.

The criteria and guidance apply to all communications that mention the licence agreement that you have entered into with NICE as a ‘licensed’ recipient of NICE content. This is to ensure that your reference to NICE is factual and all ‘licensed’ organisations are consistent with their message.

The criteria and guidance in the table below are distinguished as either mandatory or optional. However, ‘licensed’ organisations are encouraged to ensure all criteria are incorporated into their NICE-related communications.

On 1 April 2013 NICE changed its name to the National Institute for Health and Care Excellence.

<b>Communications criteria</b>	<b>Message guidance</b>	<b>Usage</b>
Use of NICE logo	It is not permitted to use the NICE logo (or previous versions of the logo) on any communications or as a means of electronic linking to the NICE website.	Mandatory
Licence naming	Use Licensed name: ‘International NICE Content Licence’ where required.	Mandatory
Statement for use with syndicated content	‘Licensed provider of NICE syndicated content’ – this is the only approved statement that can be used by contracted suppliers.	Optional
Standard paragraph	The details of all NICE content available in this product, as well as the terms and conditions governing NICE intellectual property, are on the NICE website: <a href="http://www.nice.org.uk">www.nice.org.uk</a> and <a href="http://www.nice.org.uk/terms-and-conditions">www.nice.org.uk/terms-and-conditions</a>	Optional
Endorsement or affiliation	You must not represent yourself as NICE or any NHS or local authority organisation or use the NICE name, branding or logo, in a manner that suggests an endorsement or affiliation (or any branding that is confusingly similar).	Mandatory

If the above message guidance is adhered to the following documents/products do not need to be sent to NICE for approval:

- Content on a 'licensed' organisation's website, system or service
- Letters and marketing emails to customers and potential customers
- E-shots to the 'licensed' organisation's mailing lists
- Internal newsletters
- Product catalogues.

***Process for the approval of a 'licensed' organisation's communications***

Communications such as press releases and articles that mention the licence arrangements and generic syndicated content must be sent to [reuse of content@nice.org.uk](mailto:reuseofcontent@nice.org.uk) for approval before dissemination. We aim to return communications submitted for use within 5–7 working days.

Documents should be sent in Word format, so that amendments can be made directly to the communication.

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# SCHEDULE F: International NICE Syndication

## **Definitions**

### **Agreed use**

Use of the information as set out in schedule B.

### **Agreed use case(s)**

The description(s) of the intended service(s) as set out in schedule B under the heading 'Agreed use case(s)'.

### **Automated Programming Interface (API)**

A set of routines, protocols and tools for building software and applications.

### **Start date**

The date when this licence starts as stated in schedule B.

### **End date**

The date when this licence ends as stated in schedule B or is terminated.

### **End user**

An individual to whom a licensee makes the information available for the individual's personal use.

### **Information**

The information, data, text and other content protected by copyright or by database right and offered for use through the NICE syndication service.

### **NICE**

National Institute for Health and Care Excellence of Level 1A, City Tower, Piccadilly Plaza, Manchester M1 4BT.

### **'NICE syndication service' or 'Service'**

The web service available at <https://api.nice.org.uk> and the associated systems and facilities made available by NICE.

### **Pilot licence**

A licence for a fixed period of time that enables 'you' or the licensee to evaluate whether the proposed service will perform as expected.

### **Use**

**As a verb** – doing any act restricted by current UK legislation covering copyright or database right.

**In relation to copyright** – any of making available, distribution or copying.

**In relation to database right** – any extraction or reuse but in each case does not extend to any adaptation.

## **‘You’ or ‘licensee’**

The natural or legal person stated at the beginning of this licence.

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### ***Using information via the NICE syndication service under this licence***

1. Accessing the Service and/or any use of copyright and database right material made available under the International NICE Content Licence (and each further such access) indicates your acceptance of the terms and conditions below.
2. NICE grants you a non-exclusive licence, which is personal and non-transferable, for you to use the Service for the agreed use as described in schedule B and subject to the conditions below.

### **Term**

3. The licence shall take effect on the start date and will expire on the end date unless terminated earlier.
4. If, as set out in schedule B, this is a pilot licence, then the licence is for a fixed period of time (no more than 12 months) with no option to extend. If you wish to enter into a further agreement to use the NICE syndication service an application for a 4-year licence will be required and will be subject to a formal application process.
5. NICE will consider options to extend the licence for 2 sequential 12-month periods, subject to agreement in writing between both parties 3 months before the current licence term expires.
6. At the end date, you will no longer have access to the API provided by NICE and you should take reasonable steps to advise your users about the currency of the information being viewed.

### **Payment**

7. See ‘Fees and payment’ section paragraphs 31–37 of the International NICE Content Licence and schedule C.

### **You are free to:**

8. Use the Service to create a digital copy in order to electronically repurpose, publish, distribute and transmit the information electronically as described in the use case(s) set out in schedule B.

### **You must, where you do any of the above:**

9. Not breach current Data Protection Legislation: the Data Protection Act 2018, the General Data Protection Regulation (*Regulation (EU) 2016/679*), and the Law Enforcement Directive (*Directive (EU) 2016/680*) as amended from time to time.

10. Provide NICE with a visual representation of the attribution and disclaimer statement; and obtain agreement from NICE that the placement and form of the attribution is acceptable to NICE before going live with your service.
11. If you intend to make the information available as part of a mobile application, such as (but not limited to) an iPhone, iPad, Android, Windows or Blackberry application, you must comply with and use the specific shortened attribution set out in clause 27.3 of the International NICE Content Licence for mobile applications.
12. Ensure compatibility with your systems and/or platforms by not using any feed within the API marked 'deprecated'. These are present for the purposes of internal legacy support only.
13. For the term of the licence, provide NICE authorised officer(s) with means of access to the service or product for which use of the information has, under this licence, been authorised.

**You are not permitted to:**

14. Use the Service or information for purposes that are illegal, infringe any third-party rights or, in the reasonable opinion of NICE, may bring NICE or any third party into disrepute, or conflict with NICE's purpose or objectives.
15. Sub-licence the information to any third party (other than end users) without the written agreement of NICE as documented in schedule B.
16. Make any representations, warranties or guarantees in respect of the information or Service except as set out in this licence.
17. Publish, distribute or otherwise make the information available outside of your use case set out in schedule B.

***Conditions and restrictions on the use of the NICE syndication service***

**Security**

You must:

18. Keep your access key to the NICE syndication service confidential and keep user accounts secure.
19. Only allow staff/sub-contractors access to the Service on a need-to-know basis for the purposes of their employment and promptly notify NICE when access by them is no longer required.
20. Immediately inform NICE if you know of or suspect any breach of security or data leakage.

### **Usage reporting**

21. You must provide usage reports as per appendix A.

### **Service capacity**

22. You must use the Service with due regard for capacity and performance including not making requests of the Service more than once every three (3) seconds and not more than 1,000 times in any given 1-hour (one-hour) period unless agreed with NICE in advance.

### **Caching and tracking the information**

23. Caching of the information is required and must be refreshed by you:

- immediately at the request of NICE
- or
- for page views by feed: no less than once every 24 (twenty-four) hours

24. It is a requirement of the monthly usage reporting (appendix A) that you make it clear that caching has taken place within the last reporting period, and that new content has been installed on your platform and/or devices or has updated existing content.

25. You agree that NICE may use a tracking pixel placed within the information and/or a third party analytics service (such as Google Analytics or Webtrends) to create a monthly report for NICE detailing page views and other anonymised data.

## Appendix A: Usage reporting

You will provide details of the usage of the information sorted by: anonymous unique end user, and by website, service or system, in a monthly report including the following:

- a. The number of unique users accessing the information and your services by system, channel and territory (for example, website, desktop application, mobile service etc.) per calendar month.
- b. Usage of the information: the number of times the information is **accessed** by end users (reporting monthly), where **accessed** means – the information is displayed to and/or transmitted to an end user.
- c. The information should be identified specifically at the level of access using the specific API access path where possible (for example, Home » Services » Guidance » Smokeless tobacco cessation: South Asian communities » 2 Public health need and practice).
- d. Information detailing the refreshing of cached information:
  - I. Immediately at the request of NICE
  - II. For page views by feed: no less than once every 24 (twenty-four) hours

As part of the monthly report, you will make it clear that caching has taken place within the last reporting period and that new content has been installed on your platform and / or devices or has updated existing content.
- e. Monthly reports should be submitted to the inbox [syndication@nice.org.uk](mailto:syndication@nice.org.uk) in a format allowing data to be extracted and manipulated (for example, Excel or CSV) by the 10th working day of the month following the reporting period.



## SCHEDULE G: Signatures

Signed on and behalf of NICE

SIGNATURE	NAME	TITLE	DATE
	Alexia Tonnel	Director, Evidence Resources	
	Mark Salmon	Deputy Director, Evidence Resources	

Signed on behalf of XXXX

SIGNATURE	NAME	TITLE	DATE