

NICE Syndication Test Licence

Definitions

Commencement date

The date when this Licence starts as set out in Appendix A.

End date

The date when this Licence ends as set out in Appendix A.

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 offered for use through the 'NICE syndication service'.

Licence

The Licence granted by clause 2.

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.

Test 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.

Using information under this Licence

1. Accessing the Service and/or any Use of copyright and database right material made available under this 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 Information and the Service as described in Appendix A for evaluation purposes and subject to the conditions below.
3. You agree to meet with NICE on expiry of the Licence to discuss Your evaluation and potential partnership opportunities before progressing to a full syndication licence.

Term

4. The Licence shall take effect on the Commencement date and will expire on the End date unless terminated earlier.
5. NICE will consider options to extend the Licence for 2 sequential 1-month periods, subject to a request in writing from the licensee setting out the rationale for a licence extension.
6. At the End date, You will no longer have access to the API provided by NICE and You agree to remove all NICE content from your server(s).

You are free to:

7. Use the Information and the Service set out in Appendix A for the express purpose of evaluating the NICE syndication service within a localised test environment.
8. Create a digital copy of selected content for evaluation purposes.
9. Combine the Information set out in Appendix A with other content for evaluation purposes within a localised test environment.

You must, where you do any of the above:

10. Restrict the evaluation to a localised setting and internal equipment only.

11. On expiry of the test licence, You are required to complete a feedback questionnaire providing comment on the overall syndication service, the structure of the content and improvements that would help You to ingest the content into your product or service.

You are not permitted to:

12. Sub-license or make available the Information to any third party.
13. Publish, distribute or otherwise make the Information available in a way that would enable other people to download or use the Information.

Conditions and restrictions on the use of the NICE Syndication Service

Security

You must:

14. Keep confidential your access key to the Syndication service and keep user accounts secure.
15. Only allow staff/sub-contractors access to the Service on a need-to-know basis for the purposes of their employment and Your test evaluation.
16. Immediately inform NICE if You know of or suspect any breach of security or data leakage.

Service capacity

17. You must use the Service with due regard for capacity and performance including not making requests of the Service more than once every 3 seconds not more than 1000 times in any given 1 (one) hour period unless agreed with NICE in advance.

Intellectual Property

18. You acknowledge that any copyright, patents, design rights, database rights, trade marks and other intellectual property rights throughout the world, in the Information and the Service are either copyright © NICE (or its licensors), or are Crown copyright. Use of the Service by You or End users does not confer any

other permission, beyond that set out in this Licence, to exercise the rights of any third party copyright holder.

Liabilities

19. The Information is licensed 'as is' and liability on NICE for any representations, warranties, obligations and liabilities in relation to the Information is excluded to the maximum extent permitted by law.
20. NICE is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. It also does not guarantee an uninterrupted supply of the Information or the Service.
21. NICE does not accept liability for the way in which content is displayed or used.
22. 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.
23. 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.

Failure to comply with the conditions of the Licence:

24. If you fail to comply with the conditions of this Licence then the rights granted to you under this Licence end automatically and NICE may terminate access to the Service.

Termination

25. NICE may terminate this Licence if You become insolvent and/or may restrict, suspend or revoke access to the Service at any time, by notifying you in writing.
26. NICE may terminate this Licence with immediate effect if You breach the conditions of this Licence or any rights granted to you under this Licence.
27. You may terminate this Licence and cease access to the Service at any time by notifying NICE in writing.

28. At the End date or when the Licence otherwise ends, You will no longer have access to the Service or any application programme interface provided by NICE and You agree to remove all NICE content from your server(s). Completion of this action must be confirmed in writing within 7 working days of the termination of this licence.

Governing Law

29. This Licence is subject to English law and the English courts have exclusive jurisdiction.

Appendix A: Test Licence

National Institute for Health and Care Excellence (NICE) of Level 1A City Tower, Piccadilly Plaza Manchester M1 4BT permits for Use by the Licensee: for the term; using the technical methods and platforms; directed to the target audience; and subject to the numbers, limitations and restrictions, which are included in the Licence terms that you have accepted and as set out below.

The Licensee:

| | |
|--|---|
| <i>Name and address of licensee:</i> (including company registration number if relevant and/or complete organisation name and address) | Martina Garau Director The Office of Health Economics 2nd Floor, Goldings House Hay's Galleria 2 Hay's Lane London SE1 2HB Registered No: 1170829 |
|--|---|

Licence number:

NICE S 091

The term of the Licence:

Date Licence comes into effect:

| | | |
|----|----|------|
| 23 | 09 | 2024 |
|----|----|------|

Date Licence ends:

| | | |
|----|----|------|
| 22 | 08 | 2025 |
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The syndication services and information to be made available under this Licence for evaluation purposes:

| <i>Category</i> | <i>Type</i> |
|------------------------|---|
| Guidance | Clinical guidelines, public health guidance, diagnostics guidance, medical technologies guidance, technology appraisals guidance, interventional procedures guidance, quality standards, safe staffing guidelines, social care guidance, highly specialised technologies guidance, 'information for the public' |

Signatures

Signed on and behalf of NICE

| SIGNATURE | NAME | TITLE | DATE |
|-----------|-------------|---|------|
| | Mark Salmon | Programme Director, Information Resources: Science, Analytics and Evidence Directorate | |

Signed on behalf of The Office of Health Economics

| SIGNATURE | NAME | TITLE | DATE |
|-----------|------|-------|------|
|-----------|------|-------|------|