

NICE UK Syndication Licence

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Definitions

Agreed use

Use of the information as set out in appendix E.

Agreed use case(s)

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

Automated Programming Interface (API)

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 2018 means Data Protection Act 2018.

Start date

The date when this licence starts, as stated in appendix E.

End date

The date when this licence ends, as stated in appendix E, 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 under the terms of the [NICE UK Open Content Licence](#) delivered through the 'NICE syndication service'.

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

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.

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.

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.

Translate

Either translating content into another language or electronically repurposing it for use in the UK only.

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, distributing 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 Service for the agreed use as described in appendix E and subject to the conditions below.
3. Information is to be used according to the terms of the NICE UK Open Content Licence (appendix A).

Term

4. The licence shall take effect on the start date and will expire on the end date unless terminated earlier.
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. If, as set out in appendix E, 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.
7. 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.
8. No fees are applicable under this licence provided use of the Service and the accompanying information is restricted to UK use only.

You are free to:

9. Use the Service to create a digital copy in order to translate, publish, distribute and transmit the information electronically in accordance with the UK Open Content Licence and as described in appendix A.

You must, where you do any of the above:

10. Adhere to the terms and conditions of the NICE UK Open Content Licence.
11. 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.
12. 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.
13. 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 appendix B for mobile applications.
14. 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.
15. 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:

16. 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.
17. Sub-licence the information to any third party (other than end users) without the written agreement of NICE as documented in appendix E.
18. Make any representations, warranties or guarantees in respect of the information or Service except as set out in this licence.
19. Publish, distribute or otherwise make the information available in a way that would enable other people outside the UK to download or use the information.

Conditions and restrictions on the use of the NICE Syndication Service

Security

You must:

20. Keep your access key to the NICE Syndication Service confidential and keep user accounts secure.
21. 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.
22. Immediately inform NICE if you know of or suspect any breach of security or data leakage.

Usage reporting

23. You must provide usage reports as per Appendix C.

Service capacity

24. 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 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

25. 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.
26. It is a requirement of the monthly usage reporting (appendix C) 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.

27. 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.

Intellectual property

28. Copyright, database rights and other intellectual property rights, information, layout and design of NICE documents and the Service rest with NICE.
29. You will own the intellectual property in the product or service you create using the information provided via the NICE syndication service but you will not own any intellectual property rights in the NICE information.

Publicity

30. You may publicise that your website, system or service uses or is based on the information in any promotional material, including press releases, but this must adhere to the communications guidance in appendix D.
31. 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).

Liabilities

32. 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 Service and/or terminating the licence in any eventuality.
33. 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.
34. 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:

35. 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.
36. You indemnify NICE and keep it indemnified, and hold NICE harmless, from and against all actions, suits, claims, demands, losses, charges, damages, fines, costs and expenses and other liabilities that NICE may suffer or incur as a result of any breach by the licensee of this licence.

Termination

37. 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. Termination is subject to 30 days' written notice.
38. NICE reserves the right to restrict, suspend, or terminate access to the Service, elements of the Service, or information provided by the Service. Such action is subject to 30 days' written notice.
39. 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.
40. You may terminate this licence with just cause and cease access to the Service at any time by notifying NICE in writing.
41. 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 should take reasonable steps to advise end users about the currency of the information being viewed.

Governing law

42. This licence is subject to English law and the English courts have exclusive jurisdiction.

Appendix A: NICE UK Open Content Licence

www.nice.org.uk/re-using-our-content/uk-open-content-licence

1. You are encouraged to use the information that is available under this licence freely and flexibly, with only a few conditions.

Using information under this licence

2. Using the copyright material expressly made available under this licence (the 'information') indicates you accept its terms and conditions.
3. NICE grants you a UK-only, royalty-free, perpetual, non-exclusive licence to use the information subject to the conditions below.
4. This licence does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.
5. Under the terms of this licence you may:
 - edit, copy, publish, distribute and transmit the information, in part or in full, save for content covered in clause 6
 - translate the information (see 'definitions')
 - exploit the information commercially and non-commercially – for example, by combining it with other information, or by including it in your own product or application.
6. Under the terms of this licence you are not permitted to:
 - amend or adapt the wording or structure of any published individual NICE guidance recommendations, quality statements or substantial algorithms. These should be reproduced as originally published by NICE (see 'definitions').
 - 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.
7. Under the terms of this licence you must:

- acknowledge the source of the information in the 'product' (including if the content is not visible but used to underpin a product in part or in full) in which it is used by including an attribution statement and a disclaimer. (A product means any route by which you distribute the information, such as a publication, article, or application.) Where possible, the statement should link to both this licence and the NICE source material. The form of words we require is:

'© NICE [YEAR] TITLE. Available from www.nice.org.uk/guidance/ngXX. All rights reserved. See [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.'

8. If your article, publication, product or app is to have longevity, you must make it clear that the information provided by NICE was accurate at the time your product was issued.
9. Please note that copyright in the original NICE publication(s) covered by this licence is not transferable and rests with NICE.
10. The conditions of this licence are important and if you fail to comply with them the rights granted to you under this licence, or any similar licence granted by NICE, will end automatically.

Exemptions

11. This licence does not cover:
 - Personal data in the information (see definitions).
 - Information that has not been accessed by way of publication or disclosure under information access legislation (including the Freedom of Information Acts for the UK and Scotland) or with the consent of NICE.
 - Current and former NICE logos; the former National Prescribing Centre logo; the Health Development Agency logo; and other partners' logos.
 - Content that is made available as part of a consultation process and is subject to amendment before formal publication by NICE.

- Third-party rights that NICE is not authorised to licence – it is incumbent on you to seek permission to use any identified third-party copyright content in the NICE information covered by this licence. For the avoidance of doubt, this covers all clinical knowledge summaries, the British National Formulary and its derivative outputs, the ‘full’ versions of NICE clinical guidelines commissioned from national collaborating centres, and economic models underpinning guidance development work.
- Other intellectual property rights, including patents, trademarks, and design rights.

Non-endorsement

12. Granting you this licence does not confer an approval or endorsement of your article, publication, product, app or any accompanying marketing materials. You must not give any such implication that NICE endorses either you or your product.

Excluded organisations and content categories.

13. Schedule A lists those organisations and content categories excluded from using NICE content under this licence.

No warranty

14. The information is licensed 'as is' and NICE excludes all representations, warranties, obligations and liabilities in relation to the information to the maximum extent permitted by law.
15. 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.
16. NICE does not guarantee the continued supply of the information.
17. NICE gives no warranty that the NICE content used under this licence is fit for your intended purpose.

Governing law

18. This licence is subject to English law and the English courts have exclusive jurisdiction.

Definitions

19. In this licence, the terms below have the following meanings:

- Amend' means to change the words or structure of specific content which is prohibited for certain types of NICE content listed in clause 6 of this licence.
- 'Information' means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence.
- 'NICE' is the current National Institute for Health and Care Excellence or its 2 predecessor organisations – the National Institute for Health and Clinical Excellence and the National Institute for Clinical Excellence.
- 'Personal data' is defined in Article 2 of European Data Protection Directive by reference to whether information relates to an identified or identifiable individual.
- 'Translate' means either translating content into another language or electronically repurposing it for use in the UK only.
- 'Use' means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting (subject to the caveat in clause 5) or modifying as may be technically necessary to use it in a different mode or format.
- 'You', 'you' and 'your' means the natural or legal person, or body of persons corporate or incorporate, acquiring rights in the information (whether the information is obtained directly from NICE or otherwise) under this licence.

Further information

20. For further information about this licence please contact:

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

Telephone: [+44 \(0\)300 323 0140](tel:+44(0)3003230140)

Email: reuseofcontent@nice.org.uk

Schedule A: Content categories and organisations not covered by this licence

- 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 promotes, encourages or facilitates antisocial 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.

Appendix B: Attribution

Website, Service or System

Any information adapted, published, distributed and transmitted by you must include a method to display an acknowledgement of the source of the information by including the following:

‘© 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.

Wherever possible, the NICE logo must also be displayed on every web page on your website, service or system that contains the information and must be placed above the fold and remain clearly visible in line with the associated information but subject always to there being no implication that either the third-party service or its content is approved or verified by NICE.

A full resolution version of the NICE logo is available on request and the NICE brand guidelines can be found at: <https://www.nice.org.uk/brand>

Mobile applications

A 'Content provided by NICE' statement available from NICE must be displayed at category or content page level and/or within the splash screen where any information is predominant.

Appendix C: 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 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.

Appendix D: Communications guidance

NICE syndication service: communications guidelines for third parties using syndicated NICE content

The following sets out the NICE communications criteria and guidance for licensed organisations taking NICE content via the NICE syndication service, 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 syndicated 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 to ensure consistency of message.

On 1 April 2013 NICE changed its name to the National Institute for Health and Care Excellence and NHS Evidence is now known as NICE Evidence Search.

Communications criteria	Message guidance	Usage
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
Licensed naming	Use licensed name: 'NICE Syndication Licence' where required.	Mandatory
Statement	'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 for syndication, as well as the terms and conditions are available on the NICE website (www.nice.org.uk/about/what-we-do/nice-syndication-api).	Optional

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

- content on a 'licensed' organisation's website

- 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 syndication@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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Appendix E: Agreed use

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:

Name and address of licensee: (including company registration number if relevant and/or complete organisation name and address)	
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Licensee contact details:

Name	
Title	
Office address	
Telephone	
Email	

Licence number:

The term of the licence:

Date licence comes into effect:

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Date licence ends:

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The information made available under this licence:

Category	Type
Guidance	Guidance to include: clinical guidelines, public health guidelines, social care guidelines, safe staffing guidelines, antimicrobial prescribing guidelines, medicines practice guidelines, cancer service guidelines, diagnostics guidance, medical technologies guidance, technology appraisal guidance, interventional procedures guidance, quality standards, highly specialised technologies and 'information for the public' content
NICE Pathways (interactive flowcharts presenting all NICE content on a given topic)	All NICE Pathways (but not including the rendering)

For use specifically as defined below, and limited to:

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Licence type

Pilot licence (indicate number of months, no more than 12 months)		4-year licence	
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Agreed Use Case(s)

Service information to be completed for each case

Service name:

Service audience:

Service description:

Platform/system/website:

Attribution display:

Quality assurance:

Commercial model:

Appendix F: Signatures

All use is subject to the terms and conditions of the NICE Syndication Licence as updated from time to time.

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