



Evidence support service – terms and conditions

June 2021



Evidence support service terms and conditions

In consideration of the British Medical Association ('BMA') agreeing to provide the literature search service (and any related services) (the 'Service'), you agree to the following terms of use:

1. Definitions

- 1.1 By placing a request for a Literature Search, you (the '**Requestor**') are entering into an agreement with the BMA. The Literature Search Service is provided by the evidence support team of the library of the BMA (the '**BMA Library**').
- 1.2 The agreement consists of the Literature Search Request Form and these Terms and Conditions (the '**Agreement**').
- 1.3 The '**Requestor**' is a person requesting and placing an order for a Literature Search or any related Service as an individual or on behalf of any legal or commercial entity.
- 1.4 A '**Literature Search**' consists of the bibliographic outputs of a mediated search on subscription databases, emailed to the Requestor;

2. Mediated literature searches and evidence support

Terms relating to the Literature Search undertaken on your behalf.

- 2.1 Whilst care is taken in the selection of material included in the Literature Search provided to the Requestor, the BMA Library is not responsible for the content or accuracy of this data. Whilst every endeavour has been undertaken to execute a comprehensive search in accordance with the request, as made, results of database and/or internet searches are subject to the limitation(s) of the database(s) and website(s) searched.
- 2.2 Results of Literature Searches are subject to the limitations of the database and/or websites searched and are also restricted by the parameters of the Requestor's search request. It remains the responsibility of the Requestor to determine the accuracy, validity and interpretation of any Literature Search results and neither the BMA, nor the BMA Library, will be held liable for any loss or damage, whether in contract or tort, foreseeable or otherwise, arising out of, or in connection with, the Requestor's use of the Literature Search report or reliance on the research findings contained therein.
- 2.3 The BMA Library, in its provision of this Service, is not and will not, be held responsible or liable for any omissions to pertinent research information not included as part of the Literature Search results provided, or any errors included in the data.

- 2.4 In addition, the BMA Library can make no warranty, express or implied, as to the accuracy, availability, reliability, timeliness, completeness or currency of the findings or any information supplied in the Literature Search.
- 2.5 The Requestor must not use the results of any Literature Search for commercial purposes. Any usage or reproduction of the Literature Search output should acknowledge the BMA Library accordingly.
- 2.6 The Literature Search presents research findings that are determined by a mediated search on subscription databases and an objective analysis of the available results. The BMA Library gives no warranties that the results of the Literature Search will not contain material findings that could be disadvantageous to the Requestor's research, business or area of work.

3. Service standards

- 3.1 Literature Searches are designed to fulfil members' needs for evidence-based information to support a range of activities including: clinical practice, research projects, systematic reviews, guideline development and writing for publication. The Service welcomes requests from all members. However, where a request for information is felt to fall outside the remit of the Service, signposting to appropriate resources will be provided by service representatives.
- 3.2 The standard delivery timescale for a Literature Search results is dependent on the type of search and this timescale is specified on the literature search request form. Searches required to support urgent patient care, will be dealt with as soon as possible. For all Literature Searches, confirmation of your acceptance of these terms and conditions by ticking the checkbox on the request form is required prior to any work being initiated.
- 3.3 During periods of peak service demand, the timescale for delivery of Literature Search results may be extended beyond the original timescale specified for non-urgent searches. This adjusted timescale will be negotiated and agreed with the Requestor at the time of the receipt of the request.
- 3.4 In exceptional circumstances, where it is not possible for a previously agreed timescale to be met, a service representative will contact the Requestor as soon as possible to reach a new agreement for the provision of the Literature Search.
- 3.5 For large research projects and systematic reviews, the Service will endeavour to maintain ongoing support in relation to the Literature Searches during the course of the project. However, the Service requires that researchers maintain robust documentation of any

search strategies carried out, should it arise that changes to the Service result in a revision to the support available.

- 3.6 The Evidence Support team have limited capacity and resources and so, to ensure that as many members as possible have access, the Service reserves the right to limit the number of requests from Requestors where use is believed to be excessive.

4. Alerting services

- 4.1 Update alerts will be set up within 10 working days on receipt of the service disclaimer acknowledgement, which is required prior to any work being initiated.
- 4.2 During periods of peak service demand, the timescale for the setting up of the alert may be extended beyond 10 working days. This adjusted timescale will be negotiated and agreed with the Requestor at the time of the receipt of the request.

5. Access to Ovid Medline and Embase via the BMA website

- 5.1 Access to Ovid Medline and Embase is provided free of charge to members of the BMA and at least 5 days' notice will be given if the system needs to be closed down for any reason (such as a global or system update) unless in cases of emergency.
- 5.2 Helpdesk support is available between 9am-5pm Monday to Friday, except Bank holidays. Please email evidence.support@bma.org.uk. Requests for support outside these hours will be responded to as soon as possible on the next working day.
- 5.3 We welcome users publicising the Service by writing for professional publications. A copy of any submission must be sent in advance to the BMA Library, for approval.

6. Copyright and permissions

- 6.1 The BMA Library, in providing references from a Literature Search to the Requestor, does not imply the transfer of copyright material that is already held in copyright by the database provider, journal publisher and/or the article's author(s). If the Requestor wishes to re-publish or re-distribute the original abstracts for commercial or other use (eg publish them in an internal publication, online resource or on a database), then permission will need to be sought by the Requestor from the copyright owner.

7. General

- 7.1 This Agreement is subject to the laws of England and it is agreed that the courts of competent jurisdiction shall be the English Courts.