Third Party Terms

These additional terms apply to third party providers' data and/or software and take priority over all other terms of the agreement.

MEDLINE®/PUBMED®

(a) The U.S. National Library of Medicine (NLM) National Institutes of Health, Department of Health and Human Services, represents that its data were formulated with a reasonable standard of care. Except for this representation, NLM makes no representation or warranties, expressed or implied. This includes, but is not limited to, any implied warranty of merchantability or fitness for a particular purpose, with respect to the NLM data, and NLM specifically disclaims any such warranties and representations.

(b) Client's use of MEDLINE®/PubMed® is subject to compliance with this agreement. Use of MEDLINE®/PubMed® with updates resulting from duplication, sale or redistribution of NLM data as licensed under this agreement must conform to the requirements set forth below:

(i) The requirements below apply when Client's products/services/applications are not based on a static version of the data, but rather are updated on a regular or irregular basis by adding new records, replacing revised records, and removing deleted records supplied by NLM. The NLM requirements below apply whether or not the updated products/services/applications are available to a limited number of people or available to many people, and whether or not there is restricted or unrestricted use of the updated products/services/applications.

(ii) Each item below applies for use of licensed MEDLINE®/PubMed® data. Database name(s) in brackets following a clause indicates that the clause also applies for use of that data.

(iii) If applicable, Client shall:

(1) Comply with the following data display requirements:

(A) If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does not provide a direct electronic link to the corresponding record in PubMed at NLM, at least the minimal set of data elements provided below for each record must be displayed. If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does provide a direct electronic link to the corresponding record in PubMed® at NLM, there is no minimal set of data elements required for display.

(B) If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does not provide a direct electronic link to the underlying record(s) in PubMed®, at least the NLM PMID(s) associated with the underlying citation(s) from which the data are derived must be displayed (this enables users to obtain the record in PubMed®). If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does provide a direct electronic link to the underlying record(s) in PubMed®, there is no data element requirement for display.

(2) Incorporate files that replace all previously distributed records (e.g., the annual MEDLINE®/PubMed® baseline files) no later than ninety (90) days after the date such files are made available to Client hereunder. Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server). [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus® Subset, DIRLINE®, HSDB®, GENE-TOX, TOXLINE® Subset]

(3) Follow the NLM best practices recommendation that Client incorporate periodic update files containing new and/or maintained records, and remove deleted records, at least once every thirty (30) days after the date made available to Client. [Also applies to Catfile, CatfilePlus, and Serfile] The following alternative to the best practices recommendation is permissible: If, at Client's discretion, the suitability of Client's product/service/application is not adversely affected by less frequent updates, updates may take place less frequently than every thirty (30) days. In this case, requirements in this clause still apply. If Client's products/services/applications are updated during a calendar year but not within thirty (30) days after NLM makes new/maintained/deleted records available, Client shall make known in a suitably clear and conspicuous manner that the products/ services/applications may not reflect the most

current/accurate biomedical/scientific data available from NLM. In either case, Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server).

(4) Take reasonable steps to make known dosage errors in abstracts or retracted or partially retracted publications within thirty (30) days from the date such records are distributed by NLM. Recommended wording examples: "Published dosage error in abstract of PMID 1234567 is corrected in current version of the record." "Article cited in PMID 1234567 is retracted (or partially retracted) by item cited in PMID 9876543."

(5) Perform updates and any value-added activity in such a way that no NLM-provided content becomes incorrect. [Also applies to Catfile, CatfilePlus, and Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(6) Describe in a suitably clear and conspicuous manner the update frequency for Client's addition of new records, application of maintained records, and removal of deleted records. [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(7) Take reasonable steps to prevent access to products/services/applications containing NLM data or data derived from NLM databases that have become superseded by updated and/or maintained versions. [Also applies to CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(8) MEDLINE®/PubMed® MINIMAL DATA ELEMENT SET The following elements, when present on the MEDLINE®/PubMed® record, are the minimal set required for display from Client's products/services/applications when all of the following conditions exist:

(A) Clause (b) above applies (that is, Client's products/services/applications are not based upon a static version of the data).

(B) Client's product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data.

(C) There is not a direct link from the data displayed to the corresponding record in PubMed at NLM. (If there is a direct link from the data displayed in Client's product/service/application to the record in PubMed at NLM, display of all elements below in Client's product/service/application is not required.)

Elements with "X" in the Search Status column must be searchable.

Element Name	Element Meaning	Search Status
AuthorList	Author(s)	X
PubDate	Date of publication	
DateRevised	Date record last revised***	X
Pagination	Pagination	
ELocationID (optional if Pagination is present)	Electronic Location ID (DOI and/or PII)	
MedlineTA	Journal title abbreviation*	X
ArticleTitle	Title of article**	X
PMID	Unique identifier***	X
Volume	Journal Volume	
Comments/Corrections	Commentary, erratum, retraction, etc.	

*Full journal title (element name = Title) may be used instead.

**Individual words in article title must be directly searchable.

***May be suppressed in publicly available applications but must be searchable internally (for quality assurance purposes).

(c) If Client is permitted to redistribute or retransmit records or derived data from MEDLINE®/PubMed® hereunder, all complete or parts of U.S. National Library of Medicine (NLM) records that are redistributed or retransmitted must be identified as being derived from NLM data.

(d) Client shall acknowledge NLM as the source of the MEDLINE®/PubMed® data in a suitably clear and conspicuous manner with respect to all varieties of electronic or printed products/services/applications including those which may consist of: 1) only data licensed from NLM; 2) complete or partial NLM-provided records merged or displayed with data from other sources, or 3) information/data derived from data licensed from NLM.

Recommended wording examples for attribution are:

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