

This user agreement ("Agreement") is a legally binding agreement between you (the Medical Reporting Organisation) and MedCo Registration Solutions (Company Number 09295557) whose registered office is at Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT ("MedCo").

The Agreement sets out the basis on which the Medical Reporting Organisation (MRO)'s access to contribute certain data to the MedCo Database (as defined below) from time to time, is accepted by MedCo. It also sets the contractual framework within which MedCo can deliver against the Government's policy objectives. The contribution of data is for the purposes specified in this Agreement and strictly on the terms and conditions of this Agreement.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR PERSONNEL. THIS WILL ONLY BE BINDING ON MEDCO IN CERTAIN CIRCUMSTANCES SEE RECITAL (E) AND CLAUSES 2.1 AND 2.2 BELOW

#### **RECITALS**

- (A) MedCo operates the Database (as defined below) containing certain details of medical expert and medical examination information. That Database will be populated with data supplied by the MRO to contribute data for the Permitted Purpose (as defined below) and will be available to access (at varying levels) by certain authorised parties. MedCo operates in accordance with policy decisions made by the Government and will from time to time issue Rules to ensure that the policy decisions are met.
- (B) MedCo and the MRO have agreed that the MRO will contribute certain data to the Database, for specified purposes and strictly on the terms and conditions of this Agreement.
- (C) MROs access this agreement as either High Volume National (HVN) or Regional Based (RB) MROs. A RB MRO must meet the minimum qualifying criteria as set by the Government. HVN MROs must meet both the minimum and additional criteria.
- (D) Authorised Users acting on behalf of Claimants will access the Database to obtain a list of MROs that they may instruct to provide a medical report. The Database randomly generates the list based on the number of returns as set by the Government and as revised from time to time.
- (E) Board authority will be required by any MRO seeking to enter into this Agreement where either any previous agreement between the parties was terminated or where the MRO had their access to the MedCo portal suspended and that suspension was in place when the previous agreement came to an end. The Agreement will also not be binding on MedCo where any previous Agreement ended more than 14 days prior to the MRO clicking on this Agreement save in the circumstances specified in clause 2.2. Any new registration MRO will need to have passed a pre-registration audit and obtained MedCo's agreement to Register.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

<b>"Accredited"</b>	Means has passed all of the accreditation modules as required by MedCo and has been accredited by MedCo;
<b>"Alternative Business Structure"</b>	as defined in the Legal Services Act 2007;
<b>"Applicable Law"</b>	means all applicable statutory rules, regulations, instruments and provisions in force from time to time including the rules, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body to which each Party is subject from time to time including but not limited to those set out in Schedule 3 of this Agreement;
<b>"Authorised User"</b>	all individuals and organisations authorised by MedCo from time to time to access and use the Database and obtain and use the Database Data;
<b>"Business Hours"</b>	the period from 9.00 am to 5.00 pm on any Working Day;
<b>"Case Data"</b>	the data items added to the Database by the MRO after completing a medico-legal report as more particularly detailed in the MedCo Data Validation Rules;
<b>"Change of Control"</b>	a controlling interest in the MRO, or in an entity which directly or indirectly has a controlling interest in the MRO, is transferred to any party. As used in this Clause 1.1, "controlling interest" means, with respect to any form of entity, sufficient power to control the decisions of such entity;
<b>"Charges"</b>	means the definition in Clause 7.1;
<b>"the Commencement Date"</b>	the date upon which the MRO clicked on the "Accept" button in relation to this Agreement;
<b>"Confidential Information"</b>	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or other memory device and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any member of its Group for the time being confidential to

that party or any of that party's Group and trade secrets including, without limitation, technical data and know-how relating to the business of that party or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management. Confidential information does not include Database Data supplied by the MRO in connection with this Agreement;

<b>"Correct Level of Access"</b>	the appropriate level of access as more particularly detailed in Schedule 1;
<b>"Data Quality Standards"</b>	the required standards for Database Data as stipulated by MedCo from time to time;
<b>"the Database"</b>	the database of Database Data developed and operated by, or on behalf of MedCo from time to time;
<b>"Database Data"</b>	the Expert Data, Case Data, data provided by the MROs and other data as determined by MedCo from time to time;
<b>"Data Protection Legislation"</b>	<p>means all applicable data protection and privacy legislation, regulations and guidance including:</p> <p>(i) prior to 25 May 2018, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (each as amended, updated or re-enacted from time to time) and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time); and</p> <p>(ii) from 25 May 2018 onwards, Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable guidance or codes of practice issued by any Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time)</p>
<b>"Data Protection Regulator"</b>	means the Information Commissioner's Office, the Article 29 Working Party and from 25 May 2018 the European Data Protection Board and in each case any successor body from time to time any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party;

<b>"Data Subject(s)"</b>	shall have the meaning set out in the Data Protection Legislation
<b>"Direct Financial Link"</b>	<p>Means a relationship between the MRO and another party which the Government has determined constitutes a direct financial link (or as amended from time to time and set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a>) covering a relationship between the MRO and/or:</p> <ul style="list-style-type: none"><li>(a) any Law Firm, Insurer or personal injury claims management company which is, or has been, wholly or partly owned by the MRO or a partner, member, senior manager, director, employer or employee, of the MRO, is or has been at any time during the previous 3 year period; or</li><li>(b) any Law Firm, Insurer or personal injury claims management company in which the MRO, or a partner, member, senior manager, director, employer or employee of the MRO, is a partner, member, senior manager, director, employer or employee, is, or has been, at any time during the previous 3 year period; or</li><li>(c) any Law Firm, Insurer or personal injury claims management company in which the MRO, or a partner, member, senior manager, director, employee or employee of the MRO, is or has been a shareholder of the MRO, with a shareholding above 3%, now or at any time during the previous 3 year period; or</li><li>(d) a group containing, an Alternative Business Structure;</li></ul>
<b>"Ethics Policy"</b>	the MedCo Ethics Policy as attached at Schedule 2 of this Agreement as amended from time to time by MedCo;
<b>"Expert Data"</b>	the pertinent details of the expert as more particularly defined in the MedCo Data Validation Rules Document;
<b>"Group"</b>	any subsidiary or holding company (as defined in section 1159 of the Companies Act 2006) of MedCo from time to time;
<b>"Insurer"</b>	means any insurance company, Lloyd's syndicate or compensator authorised to underwrite motor insurance and "Insurers" shall be construed accordingly;
<b>"Law Firm"</b>	an Organisation which is entitled to carry on a "reserved legal activity" in accordance with the Legal Services Act 2007

(including an organisation practising under an Alternative Business Structure (ABS) licence);

<b>“Mandatory Fields”</b>	the mandatory fields relating to Expert Data and Case Data as set out in the MedCo Data Validation Rules set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a> (as amended by MedCo from time to time);
<b>“MedCo Charging Policy”</b>	the charges for the provision of the Services or audits set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a> (as amended by MedCo from time to time);
<b>“MedCo Database”</b>	the MedCo branded online application, including and/or other applications or software (as modified by MedCo from time to time), which shall provide MROs with web based browser access to contribute Database Data in accordance with the terms and conditions of this Agreement;
<b>“MedCo Data Validation Rules”</b>	the document containing the requirements for the supply of Rules set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a> (as amended by MedCo from time to time);
<b>MedCo Rules</b>	Rules made by the MedCo Board from time to time and notified to the MRO on reasonable notice in accordance with their powers as defined by the MedCo Articles of Association;
<b>“MRO ”</b>	a Medical Reporting Organisation that meets the definition of an MRO and the other minimum qualifying criteria as outlined in the “Qualifying Criteria for Medical Reporting Organisations” document published by the Ministry of Justice (“Moj”) on <a href="http://www.medco.org.uk">www.medco.org.uk</a> (or as otherwise stipulated by Moj from time to time);
<b><u>“No Notice Audit”</u></b>	<u>means an audit carried out without prior notice in accordance with the Audit Guide published at <a href="http://www.medco.org.uk">www.medco.org.uk</a>, as revised from time to time.</u>
<b>“Organisation”</b>	will include a partnership, an LLP, a company, group of companies, unincorporated organisation and an individual/sole proprietor;
<b>“Permitted Purpose”</b>	(a) to contribute Expert Data for inclusion in the Database to be searched upon and used by MedCo, Authorised Users and other individuals and organisations authorised by MedCo from time to time;  (b) to contribute Case Data for inclusion in the Database to be searched upon and used by MedCo and other individuals and organisations authorised by MedCo

from time to time for the purpose of data analysis and measuring the effectiveness of MROs and the Services;

(c) for any other purpose notified to the MRO in writing by MedCo from time to time;

shall have the meaning set out in the Data Protection Legislation;

**"Personal Data"**

**"Personnel"**

all persons employed by or on behalf of MedCo or the MRO (as appropriate) to perform its obligations under this Agreement together with MedCo's or the MRO's (as appropriate) servants, representatives, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement (including without limitation the Authorised Users);

**"Privacy Policy"**

shall mean the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;

**"Processing"**

shall have the meaning set out in the Data Protection Legislation;

**"Qualifying Criteria"**

the criteria set by the Ministry of Justice (as amended from time to time) to be met by all MRO's, with additional criteria specified as required to be met by High Volume National MROs.

**"Reaffirm"**

the MRO confirming, at least annually, that the obligations and warranties under this Agreement are met when requested to do so by MedCo in the format required by MedCo

**"Register"**

means completing the online form, as directed to do so by MedCo and accepting the terms of this Agreement

**"Regulatory Body"**

means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to this Agreement including the General Medical

Council, Health and Care Professions Council, the Information Commissioner and HM Revenue and Customs and their relevant successors (for the avoidance of doubt, this does not include any regulator whose authority arises pursuant to any voluntary code of conduct);

<b>"Sensitive Personal Data"</b>	shall from 25 May 2018 mean Special Category Data and shall have the meaning set out in the Data Protection Legislation;
<b>"Shared Personal Data"</b>	the Personal Data contributed and/or uploaded to the Database by MRO for the Permitted Purposes;
<b>"the Services"</b>	the services provided by or on behalf of MedCo in granting the HVN or RB MRO access to the Database in accordance with this Agreement, including but not limited to randomly offering the MRO as either a HVN MRO or RB MRO following a search by Authorised Users
<b>"TTS Targets"</b>	the required Time to Supply Targets as stipulated by MedCo from time to time;
<b>"User"</b>	any individual authorised by a MRO to access the Database on its behalf;
<b>"Working Day"</b>	any day save for Saturday, Sunday and public holidays in England and Wales.

1.2 In this Agreement:-

- (a) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- (b) references to clauses and to Schedules are to clauses of and the Schedules to this Agreement;
- (c) reference to any gender includes any other gender and the singular includes the plural and vice versa;
- (d) the headings are for ease of reference only and shall not affect the construction of this Agreement;
- (e) references to the parties are (unless otherwise stated) to the parties to this Agreement; and
- (f) the words 'include', 'includes', 'including' and 'included' will be construed without limitation unless inconsistent with the context.

- 1.3 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

## 2. Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue until terminated by either party in accordance with Clause 13 of this Agreement save in the circumstances set out in (a) and (b) and 2.2 below.

- (a) If the Agreement is or any previous agreement between the Parties has been terminated at any point by MedCo, MedCo will not be bound by this Agreement unless the MedCo Board has previously confirmed in writing that the MRO may Register or;
- (b) If MedCo has suspended the MRO's access to the Database under any previous Agreement and the suspension remained in place when the Agreement came to an end, MedCo will not be bound by this Agreement unless the MedCo Board has previously confirmed in writing that the MRO may Register.

- 2.2 If a previous User Agreement has expired more than 14 days prior to this Agreement being entered into, the Agreement shall not be binding upon MedCo and the MRO will be required to undergo a pre-registration audit, unless, at its discretion, the Board agrees to waive this requirement.

## 3. Obligations

### 3.1 MedCo's obligations

- 3.1.1 From the Commencement Date until termination of this Agreement MedCo shall use its reasonable endeavours to:

- (a) allow the MRO access to contribute Database Data to the Database; and
- (b) make the Database available to the MRO in accordance with the terms of this Agreement.

### 3.2 The MRO's obligations

- 3.2.1 From the Commencement Date until termination of this Agreement, the MRO shall:

- (a) provide the Database Data in accordance with MedCo Data Validation Rules and upload case data in accordance with those MedCo Data Validation Rules and the terms of this Agreement within 6 months of the date of selection by an Authorised User;
- (b) use its best endeavours to ensure that all Expert Data and Case Data is accurate, complete and supplied in a timely manner in accordance with TTS Targets and Data Quality Standards;



- (c) following notification from MedCo that Database Data is inaccurate, together with any necessary documentary evidence reasonably required by the MRO, use all reasonable endeavours to ensure that the record is amended to show an accurate reflection of the event within 48 hours;
- (d) pay the Charges in accordance with Clause 7;
- (e) act in accordance with the MedCo Rules and the Ethics Policy; and
- (f) act with reasonable skill and care in performing its obligations under this Agreement and in compliance with all Applicable Law.

**4. Access to and Use of Database Data**

- 4.1 Subject to the MRO fully complying with its obligations pursuant to this Agreement, MedCo grants to the MRO a non-exclusive licence to access the Database for the Permitted Purpose during the term of this Agreement.
- 4.2 The Database is provided to the MRO on an “as is” basis. MedCo makes no warranties as to the accuracy of the Database or its fitness for the purposes envisaged by this Agreement.
- 4.3 The MRO warrants and undertakes to MedCo that:
  - (a) it will not attempt to access or use the Database for any purposes other than the Permitted Purpose;
  - (b) it will use the Database in accordance with the terms of this Agreement only;
  - (c) it will not permit any third party to obtain access to the Database without the prior written consent of MedCo and it will notify MedCo of any circumstances it is aware of relating to any use of the Database Data or the Database by it or any other party other than for the Permitted Purpose (including marketing purposes);
  - (d) it will not use for purposes other than the Permitted Purpose any part of any infrastructure, network or communication devices or links relating to the Database;
  - (e) it shall keep, and furnish to MedCo immediately upon request, a written record of each User (including without limitation his or her name, role and category of access (as stipulated by MedCo from time to time)) and remove access from the accounts of any Users who no longer require it;
  - (f) without prejudice to the MRO’s other obligations in relation to audits, it shall ensure that user credentials for any User who ceases to be authorised by the MRO to use the system, or who ceases to be employed by the MRO are disabled immediately by

the MRO and that it conducts regular quarterly reviews of Users so as to ensure that the credentials of any User who no longer requires or is not permitted access, are disabled immediately;

- (g) it will restrict Users to its own employees or individuals contracted to work on behalf of the MRO for activities related to the production of medico-legal reports only and shall ensure that each User has been assigned the Correct Level of Access.

4.4 For the avoidance of doubt, MedCo reserves the right to amend the level of access initially given in accordance with the Correct Level of Access guidelines by giving not less than 30 days' notice in writing to the MRO.

4.5 MedCo shall be entitled to create or collect any data or information about the MRO's use of the Database ("Usage Data") for the purpose of regulatory compliance requirements or by operation of law or as otherwise stipulated by MedCo from time to time.

4.6 MedCo shall be entitled to disclose any Usage Data, Expert Data and/or Case Data:

- (a) to any relevant Regulatory Body; or
- (b) to a third party for the purposes of the prevention of fraud including but not limited to Insurance Fraud Bureau and Claims Portal Limited; or
- (c) to any other party, for any other purpose as permitted by Applicable Law.

4.7 In the event that the MRO contributes Expert Data to the MedCo Database, MedCo shall not contact the relevant individuals contained within the Expert Data (unless such individuals were known to MedCo prior to, or independently of, the MRO's disclosure of such details pursuant to this Agreement) or provide to any third party the MRO's complete list of Expert Data without the prior permission of the MRO unless MedCo is required to disclose such details by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction.

4.8 The MRO shall keep its own records of information submitted and received by parties via the MedCo Database and shall not rely on the MedCo Database for any data storage purposes or use or rely on it as a case management system.

4.9 MedCo reserves the right to issue reports from time to time to the MRO setting out the MRO's compliance with the MedCo Data Validation Rules Document.

## **5. Warranties**

5.1 The MRO warrants and undertakes to MedCo that:

- (a) On the Commencement Date it has met the minimum Qualifying Criteria and that it will maintain compliance with those minimum Qualifying Criteria for the term of this Agreement;

- (b) For any period when the MRO has been approved by MedCo as an HVN MRO it has also met the additional Qualifying Criteria and that it will maintain compliance with those additional Qualifying Criteria for the term of this Agreement;
- (c) prior to the Commencement Date it has notified and during the term of the Agreement it will notify MedCo in writing of any third party to which it has or will have a Direct Financial Link (together with all details reasonably requested by MedCo relating thereto) and will under no circumstances accept an instruction to complete a medico-legal report from an Authorised User or other relevant organisation (as reasonably stipulated by MedCo from time to time) to which it has a Direct Financial Link;
- (d) it will Reaffirm the Agreement and declare its position with regards to financial links on an annual basis or when requested to do so, by MedCo in the format required by MedCo.
- (e) it has not declared any Direct Financial Link unless it is in accordance with the definition provided within the terms of this Agreement as amended from time to time;
- (f) it has the right and authority to enter into this Agreement and to perform the actions and undertake the obligations contemplated hereunder. Without prejudice to the foregoing the MRO represents and warrants that, subject to the terms of this Agreement, at all times during the term of this Agreement it has the right and authority to grant the licence to MedCo to use Expert Data and Case Data in accordance with the terms of this Agreement and to provide the Expert Data and Case Data for the purposes contemplated by this Agreement free from all liens, claims, encumbrances and other restrictions;
- (g) the use of the Expert Data and Case Data by MedCo and any other users of the Database (including without limitation the Authorised Users) will not infringe the intellectual property rights of a third party;
- (h) the transfer to MedCo of any Expert Data and or Case Data for the purposes envisaged by this Agreement is in accordance with Data Protection Legislation;
- (i) any Personal Data it has collected and provided to MedCo under this Agreement ("Shared Personal Data") shall have been obtained and transferred to MedCo in accordance with Data Protection Legislation and shall be accurate and up to date;
- (j) prior to the transfer to MedCo in relation to the Shared Personal Data, it has provided the Data Subjects of the Shared Personal Data with a Privacy Policy on its own behalf and on behalf of

MedCo. MedCo's Privacy Policy can be found at [www.medco.org.uk](http://www.medco.org.uk).

- 5.2 The MRO warrants and undertakes to MedCo that it will:
- (a) ensure that the MROs primary and secondary contact details which are provided to MedCo are kept current and up to date;
  - (b) ensure records of its panel of experts which are provided to MedCo as Expert Data are kept current and up to date and that all experts on the panel are Accredited;
  - (c) ensure its postcode coverage model provided to MedCo is current and up to date;
  - (d) resubmit any unsuccessful contributions of Data within 48 hours;

## **6. Intellectual Property**

- 6.1 The parties hereby acknowledge that the intellectual property rights in the Database Data as a whole shall be the property of MedCo and MedCo shall have the right to grant licences to the Authorised Users and other third parties from time to time, to use and access the Expert Data and Case Data inputted onto the Database by the MRO.
- 6.2 With effect from the Commencement Date the MRO grants to MedCo and its Group (and any of their Personnel), and the Authorised Users a royalty-free, worldwide, non-exclusive, non-transferable, irrevocable licence to use any and all intellectual property rights in the Expert Data and Case Data for the purposes envisaged by this Agreement (including but not limited to incorporation of such Expert Data and Case Data into the Database).
- 6.3 The MRO agrees that (save for the Expert Data or Case Data) it will not have any interest or right of ownership whatsoever (including any intellectual property right) in the Database or the Database Data;
- 6.4 MedCo hereby reserves the right to grant a sub-licence in respect of Expert Data and Case Data to any other person (including but not limited to for the purpose of their establishing or administering the Database).
- 6.5 Nothing in this Agreement grants the MRO the right to use the MedCo logo without prior authorisation which is at the entire discretion of the MedCo Board.

## **7. Charges**

- 7.1 The MRO shall pay to MedCo the sums stipulated by MedCo in the MedCo Charging Policy (the "Charges")
- 7.2 The parties agree that MedCo may review and amend the Charges set out in the MedCo Charging Policy by giving not less than 30 days' notice to the MRO.

- 7.3 The MRO shall pay each relevant invoice (which shall include VAT and all other applicable taxes and duties (where appropriate)), submitted to it by MedCo in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by MedCo.
- 7.4 In the event that Charges are payable by the MRO, without prejudice to any other right or remedy that it may have, if the MRO fails to pay MedCo on the due date any undisputed sum, MedCo may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 3% above the base rate from time to time of Bank of England accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
  - (b) suspend the Services until payment has been made in full.
- 7.5 Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party under this Agreement against any amounts payable by it to that party.
- 7.6 All amounts payable by the MRO under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under this Agreement by MedCo to the MRO, the MRO shall pay to MedCo such additional amounts in respect of VAT as are chargeable on the supply of the Services and audits at the same time as payment is due for the supply of the Services or audit.
- 7.7 The MRO confirms that all Charges paid to MedCo are non-refundable.

## **8. Audits**

- 8.1 During the term of this Agreement and for a period of two years after the termination or expiry of this Agreement MedCo (or its Personnel) may conduct an audit of the MRO's compliance with this Agreement. Such audit may include (but shall not be limited to) reviewing the MRO's:
- (a) compliance with this Agreement
  - (b) access to and use of the Database Data;
  - (c) compliance with the Qualifying Criteria
  - (d) compliance with any MedCo Rules;
  - (e) integrity, confidentiality and security of any data relating to MedCo and data subjects;
  - (f) compliance with Applicable Law

The Audit Guide as revised from time to time, which can be found at [www.medco.org.uk](http://www.medco.org.uk), sets out a summary of the audit process and requirements for

the provision of data and other matters. The MRO should be familiar with and present all information requested by MedCo as detailed in the Audit Guide.

- 8.2 During the term of this Agreement a RB HVN may request a re-categorisation audit which MedCo, at the discretion of the Board, may carry out in accordance with the Audit Guide published at [www.medco.org.uk](http://www.medco.org.uk) as revised from time to time.

8.3 No Notice Audit

8.3.1 During the term of this Agreement MedCo may carry out a No Notice Audit if MedCo reasonably believes that there are one or more serious breaches of a material term of this Agreement.

8.3.2 Failure to provide access and fully co-operate with the No Notice Audit may result in MedCo suspending the Services as set out in clause 12.

8.3.3 The No Notice Audit will be carried out in accordance with the Audit Guide published at [www.medco.org.uk](http://www.medco.org.uk) as revised from time to time.

- 8.34 Where a MRO has failed an audit, which has resulted in either a complete or partial suspension of the Services, MedCo may, at the discretion of the Board, carry out a re-audit in accordance with the Audit Guide published at [www.medco.org.uk](http://www.medco.org.uk) as revised from time to time.

- 8.45 Where a MRO has received recommendations on actions to complete to fully meet the QC as a result of an audit, the MRO should provide management responses in accordance with the Audit Guide, which can be found at [www.medco.org.uk](http://www.medco.org.uk). Where an MRO has passed an audit subject to outstanding actions being completed, it should provide updates on progress as required by MedCo.

- 8.56 Except where–

- (a) an audit is imposed on MedCo by a Regulatory Body;
- (b) the MRO is deemed to have failed a prior audit; ~~or~~
- (c) MedCo reasonably suspects or is aware of a breach of the terms of this Agreement; or

(d) a No Notice Audit is undertaken.

MedCo (or its Personnel) may not conduct an Audit on more than two occasions in any calendar year.

- 8.67 MedCo shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the MRO and or its relevant Personnel.

- 8.78 Subject to MedCo's obligations of confidentiality, the MRO and their Personnel shall on demand provide, to MedCo, its Personnel and any relevant Regulatory Body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information reasonably requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the MRO, and or the MRO's Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement; and
- (c) access to the relevant MRO Personnel.

8.89 MedCo shall, where possible, provide at least 30 days' notice of its (or a regulatory body's) intention to conduct an audit, except where MedCo undertakes a No Notice Audit-

8.910 The MRO shall pay such fee as stipulated in the MedCo Charging Policy for an audit under this Clause.

## 9. Liability and Indemnities

- 9.1 The MRO shall indemnify MedCo against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MedCo arising out of or in connection with:
- (a) any breach by the MRO of the warranties contained in clause 4.3 and clause 5;
  - (b) any claim made against MedCo for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use by MedCo and/or Authorised Users of the Case Data and Expert Data;
- 9.2 Notwithstanding that MedCo shall use its reasonable endeavours to procure that the Database Data is accurate, the MRO acknowledges that the Database Data has been supplied by third parties (which may include the MRO and or its Personnel), and that MedCo has no control whatsoever over the accuracy, completeness and or usefulness (for a specified purpose or otherwise) of that data and MedCo does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness and or suitability of the Database Data and MedCo hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Database Data in that regard.
- 9.3 The maximum aggregate liability of MedCo under or in connection with this Agreement in respect of all claims by the MRO against MedCo giving rise to the liability of MedCo whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed 100% of Charges paid by the MRO to MedCo during the preceding 12 month period pursuant to this Agreement.

- 9.4 With the exception of liability under an indemnity, which shall be unlimited, neither party shall be liable to the other party under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.
- 9.5 Nothing in this Agreement shall limit the liability of any party for death or personal injury caused by the negligence of that party, its servants or agents; fraud or fraudulent misrepresentation; any matter of which liability cannot be excluded by law; or any claim for payment under an indemnity contained in this Agreement.
- 9.6 Unless expressly stated to the contrary, each party shall ensure that its Personnel comply with the terms and conditions set out in this Agreement (as appropriate). Each party shall be liable for the actions or omissions of its Personnel (including without limitation the Users) as if they were actions or omissions of the relevant party. Notwithstanding the foregoing, for the avoidance of doubt, MedCo shall not be liable for actions or omissions of Users.

## **10. Escalation Procedure**

- 10.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- 10.2 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, a member of MedCo's Personnel or representative of the relevant MedCo committee (as specified by MedCo) ("MedCo Representative") and a member of the MRO's Personnel ("MRO Representative") who is of an equivalent position (in the MRO's reasonable opinion) shall attempt in good faith to resolve the Dispute;
- 10.3 If the MedCo Representative and MRO Representative are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a more senior member of MedCo's Personnel or representative of the relevant committee (as specified by MedCo) ("MedCo Senior Representative") and Company Director or member of the MRO's Personnel ("MRO Senior Representative") who is of an equivalent position (in the MRO's reasonable opinion) who shall attempt in good faith to resolve it; and
- 10.4 If the MedCo Senior Representative and the MRO's Senior Representative are for any reason unable to resolve the Dispute within 30 days of it being referred to them and where both Parties agree, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice unless otherwise agreed in writing between the parties.



- 10.5 No party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 10.6 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 19 of this Agreement.
- 10.7 MedCo may record the escalation meetings, subject to the attendees of the meeting giving their explicit consent to the meeting being recorded.

**11. Written warning**

- 11.1 If the MRO does not comply with any term of this Agreement and MedCo are satisfied that a written warning is appropriate, MedCo will issue a written warning to the MRO setting out the action that the MRO is required to take to resolve the issue.

**12. Suspension**

- 12.1 If the MRO does not comply with any term of this Agreement and where MedCo is satisfied that a written warning or further written warning is not appropriate, MedCo may, without liability, suspend the Services or such part of the Services as is relevant until such time as the non-compliance has been remedied to MedCo's reasonable satisfaction (either by way of audit or as otherwise agreed by MedCo)

**13. Termination**

- 13.1 MedCo and or the MRO shall be entitled to terminate this Agreement at any time by service of 90 days prior written notice on the other party.
- 13.2 MedCo shall be entitled to terminate this Agreement forthwith by written notice to the MRO in the event that the MRO and/or its Personnel:
- (a) commits any material breach of this Agreement which in the reasonable opinion of MedCo cannot be remedied in accordance with Clause 12 Suspension. For the avoidance of doubt the parties consider a breach of clause 2 or 3 of Schedule 3 to be a material breach of this Agreement which is not capable of remedy;
  - (b) enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of and followed by amalgamation or reconstruction of insolvency) or compounds its creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any substantial part of its undertaking, assets or income or takes or suffers any similar action in consequence or debt; or
  - (c) undergoes a Change of Control (unless MedCo has provided its written consent in accordance with the terms of this Agreement).

- 13.3 The MRO shall be entitled to terminate this Agreement forthwith by written notice to MedCo in the event that MedCo commits any material breach of this Agreement and has failed (in the case of a breach capable of remedy) to remedy the breach within 30 days of the receipt of a written notice from an Authorised User specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement.
- 13.4 On termination of this Agreement for any reason:
- (a) the MRO will no longer have access to the Database or the Database Data;
  - (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, subject to the limitations set out in clause 9;
  - (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect; and
  - (d) termination or suspension of this Agreement shall not affect the requirement under Clause 3.2.1(a) to upload Case Data, if access to the MedCo Database is permitted by MedCo. The period of time the MRO may continue accessing the MedCo Database, for the purpose of uploading Case Data, shall be determined by the MedCo Board.

#### **14. Confidentiality**

- 14.1 Each party shall ensure that all Confidential Information of the other party is kept confidential and shall apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information. Neither party shall make or cause or permit to be made or caused any use or disclosure of any Confidential Information except to the extent permitted under this Agreement.
- 14.2 Each party shall be permitted to disclose Confidential Information of the other party to the extent that it is required to do so by any Applicable Law or regulations or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal provided in any such case that:
- (a) the disclosure or use is limited strictly to those parts of the Confidential Information of the other party which are required to be disclosed pursuant to this Clause 14; and
  - (b) each party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.

- 14.3 The obligations contained in Clauses 14.1 to 14.2 shall not apply to any Confidential Information of either party:
- (a) to the extent that such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other party at the time of the disclosure except as a result of any breach by that other party of its obligations hereunder; or
  - (b) to the extent that the other party acquires or has acquired such Confidential Information free from any obligation of confidentiality from a third party who is not in breach of any obligation as to confidentiality.
- 14.4 Either party may disclose Confidential Information to its Personnel, officers, insurers or reinsurers who require such Confidential Information for the purpose of carrying out the party's obligations under this Agreement. Each party shall ensure that all of its Personnel or officers to which Confidential Information is disclosed are aware prior to receiving the Confidential Information in question of the confidential nature of the Confidential Information and of the relevant party's obligations pursuant to this Clause 14.
- 14.5 Neither party shall make any announcement in relation to the matters contemplated in this clause, in each case, save with the prior written consent of the other party.
- 14.6 Each party may, provided that the other party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 14.7 Upon termination of this Agreement, at the request of MedCo, the MRO shall destroy or return to MedCo all documents and materials (and any copies) containing, reflecting, incorporating or based on MedCo's Confidential Information and certify in writing to MedCo that it has complied with this clause.
- 14.8 Each party acknowledges that damages alone would not be an adequate remedy for the breach of this Clause 14, accordingly, without prejudice to any other rights and remedies it may have, each party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of this Clause 14.
- 14.9 The provisions of clause 14 shall survive the termination or expiry of this Agreement.

## 15. Change of Control

- 15.1 Without prejudice to any other right or remedy available to MedCo, in the event of a Change of Control of the MRO, the MRO shall not be entitled to exercise its rights under this Agreement until it has notified MedCo of the Change of Control and obtained MedCo's consent in writing to such Change of Control (which shall not be unreasonably withheld, delayed or conditioned).

**16. Force Majeure**

16.1 None of the parties shall be liable to the other for any failure or delay in performing its obligations under this Agreement which is due to any cause beyond that party's reasonable control ("force majeure") that party having used all its reasonable endeavours to remove or avoid such force majeure with all reasonable despatch.

16.2 If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement for a period in excess of 30 days then the non-defaulting party shall be entitled to terminate this Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 13 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 16.

**17. Assignment and Sub-Contracting**

17.1 This Agreement and all rights under it may not be assigned or transferred by the MRO without the prior written approval of MedCo (such approval not to be unreasonably withheld or delayed).

17.2 MedCo may at any time assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party.

17.3 To the extent either party is permitted to sub-contract their rights and/or obligations under this Agreement in accordance with this clause 17, it should

(a) enter into a written agreement with its sub-contractors which contain terms no less onerous than in this Agreement, which should include, for the avoidance of doubt, the provisions contained in Schedule 3; and

(b) remain liable to the other party for the acts and omissions of any of its sub-contractors.

**18. Entire Agreement**

18.1 This Agreement (which includes the contents of the Schedules to this Agreement) constitutes the entire agreement between the parties in respect of the subject matter covered by it and supersedes all previous communications, negotiations, understandings or representations whether oral or written between the parties. For the avoidance of doubt, in the event of any inconsistency or conflict between the terms of this Agreement and any prior agreements in relation to this subject matter (which the parties hereby acknowledge and agree has been lawfully terminated) the provisions of this Agreement shall prevail.

**19. Proper Law and Jurisdiction**

19.1 This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

**20. Notices**

20.1 Any notice to be given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing; or

(b) sent by email to the primary or secondary user's email addresses or such email address as that party may have specified to the other party in writing.

20.2 Any notice shall be deemed to have been received:

(a) if delivered by hand at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post, at the expiration of two clear days after the time of posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, it shall not be deemed served until Business Hours resume.

## 21. Variations

21.1 MedCo may, subject to Board approval, make reasonable changes to this Agreement on 30 days prior written notice to MROs.

## 22. Severability

22.1 If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

## 23. Waiver

23.1 Failure or delay by any of the parties in exercising any right or remedy of that party under this Agreement shall not in any circumstances operate as a waiver of it nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

23.2 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this Agreement.

## 24. Parties

24.1 A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Schedule 1

Correct Level of Access

	All MROs								
User Type	Registration	Registration Maintenance	Maintain Direct Financial Links	Pay Fee	Case Data Input	Create Administrative Users	Create Operational Users	Maintain Postcode Coverage	Expert Data Input
Primary User	Y	Y	Y	Y	Y	Y	Y	Y	Y
Administrative User	N	N	N	N	Y	N	Y	N	Y
Operational User	N	N	N	N	Y	N	N	N	N

## Schedule 2

### Ethics Policy

This policy is for the Authorised Users of and MROs to the Service and Direct or Indirect Medical Experts ("Experts"), which sets out the standards of conduct, and professional behaviours that you must adhere to.

All Authorised Users, MROs and Experts should at all times conduct themselves in accordance with their own professional regulator's standards. This policy is intended to complement those professional standards. If in the unlikely event you consider that there is any conflict between the provisions of this policy and your own regulator's professional standards then those standards should prevail. Any such conflict must be advised to MedCo immediately.

Authorised Users, MROs and Experts not adhering to the standards set out in this document will be acting in breach of the Agreement. MedCo reserves the right to conduct investigations which may lead to suspension or termination of the Agreement. Referrals may also be made to other regulatory agencies including but not limited to the Financial Conduct Authority (FCA), General Medical Council (GMC) and Health and Care Professions Council (HCPC).

#### The Standards

As an Authorised User or MRO of MedCo, or an Expert the standards of conduct, performance and ethics that you must keep to are to:

1. Act in the best interests of the Claimant;
2. Respect the confidentiality of the Claimant;
3. Keep high standards of personal and professional conduct;
4. Provide to Medco any important information about your conduct and competence;
5. Keep your professional skills and knowledge up to date;
6. Keep accurate records;
7. Behave with integrity;
8. Comply with the relevant Civil Procedure Rules, Practice Directions and Protocols;
9. Comply with the Agreement.

#### Applying the Standards

As an Authorised User, MRO, or Expert you must make sure that you are familiar with the standards and that you keep to them. If concerns are raised about you as an Authorised User, MRO, or Expert, MedCo may consider such factors as it at its own discretion considers necessary (including without limitation the factors set out in this policy) when deciding whether it needs to take any action.

The standards are written in broad terms and are designed to apply to all Authorised Users, MROs and Experts as far as possible. MedCo acknowledge that some of the standards may not apply to all Authorised Users, MROs, or Experts.

MedCo aims to ensure that a high standard of professional conduct is maintained by Authorised Users, MROs and Experts. This is so that the general public and all Authorised Users, MROs and Experts can have confidence in the MedCo Service and all other Authorised Users, MROs and Experts. The standards are to be considered objectively and there are no hard and fast rules as to how the standards are to be met. Authorised Users, MROs and Experts, as autonomous and accountable professionals, will need to make reasonable decisions about their practice and how best to meet the standards. MedCo have however set out general guidelines to provide a little more detail as to what is expected of you. If you have any queries, please contact [enquiries@medco.org.uk](mailto:enquiries@medco.org.uk).

## **The Standards of Conduct and Ethics**

### **1. Act in the best interests of the Claimant**

Each case involves an injured Claimant. The claimant must be kept at the centre of all decisions made when acting as an Authorised User or MRO of MedCo or an Expert. Each Authorised User, MRO and Expert involved in the process is responsible for promoting the Claimant's best interests. You must respect that those interests will vary when providing a service as an Authorised User or MRO of MedCo or an Expert.

You must not allow your views about a Claimant's sex, age, colour, race, disability, sexuality, social or economic status, lifestyle, culture, religion or beliefs to impact on the way that you deal with each individual Claimant.

You must maintain and uphold your professional standards at all times when dealing with the Claimant.

### **2. Respect the confidentiality of the Claimant**

You must treat information about the Claimant as confidential and use it only for the purposes for which they have provided it. You must not knowingly release any personal or confidential information to anyone who is not entitled to it, and you should check that people who ask for the information are entitled to it.

You must keep to the conditions of the Data Protection Legislation and always follow and keep up to date with best practice for handling confidential information.

### **3. Keep high standards of personal and professional conduct**

You must maintain high standards of both personal and professional conduct so as to ensure that the general public and all other Authorised Users, MROs and Experts will have confidence in you as an Authorised User or MRO of MedCo or as an Expert and your actions should not undermine confidence in the MedCo Service. As an Authorised User, MRO, or Expert you are expected to co-operate with MedCo and its Personnel in a professional manner including, but not limited to, responding to MedCo's correspondence and dealing with complaints in a timely



manner. Any unacceptable behaviour towards MedCo Personnel will not be tolerated.

#### **4. Provide to us any important information about your conduct and competence**

You must inform MedCo immediately if you have important information about your conduct or competence, or about the conduct and competence of any other MedCo Authorised User or MRO or Expert which comes to your attention. In particular you must advise MedCo immediately if you are:

- Convicted of a criminal offence, receive a conditional discharge for an offence or accept a police caution;
- Disciplined by your professional regulator;
- Suspended or placed under a practice restriction because of concerns about your conduct or competence;
- If you have been declared bankrupt, entered into any individual voluntary arrangements or had a County Court judgment issued against you.

MedCo will investigate the circumstances of any report into conduct and competence in light of this policy, the Agreement, the terms of your qualifying criteria and/or your accreditation and will take action, which may include removing your Authorised User or MRO access to the MedCo Database or your MedCo Accreditation should that be considered necessary and reporting you to your regulatory body.

#### **5. Keep your professional skills and knowledge up to date**

You must make sure that your professional skills, knowledge and performance are of good quality, up to date, and relevant to your scope of practice.

Medical experts will in any event be accredited by MedCo and will be required to undertake appropriate levels of training, targeted at provision of reports in soft tissue injury cases. All Authorised Users and MROs will be required to ensure that they maintain up to date knowledge on data protection issues.

#### **6. Keep accurate records**

Accurate records should be maintained of all engagement with the Claimant and on all aspects relating to use of the MedCo Service.

MedCo have a right of audit and may wish to examine your records should this prove necessary.

#### **7. Behave with integrity**

All Authorised Users, MROs and Experts will be expected to behave with integrity at all times. This covers their dealings with Claimants, MedCo and other Authorised Users, MROs and Experts.

This will include (but is not limited to):

Making full and frank disclosure of any Direct Financial Link that one Authorised User may

have with a MRO or Direct Medical Expert (or vice versa) and keeping that disclosure updated if there are any changes. ;

Ensuring that referral fees are not requested, paid or received in breach of the Legal Aid Sentencing and Provision of Offenders Act 2012;

Not providing any misleading information in their dealings with MedCo;

Not engaging in any other practice that would undermine the public confidence in MedCo, the Service, Authorised Users and or MROs and or Experts.

**8. Comply with the relevant Civil Procedure Rules, Practice Directions and Protocols**

Authorised Users and MROs should ensure that they are up to date with all relevant provisions and that the provisions are adhered to. This should include making the relevant fraud checks required by the RTA protocol.

**9. Comply with the MedCo Rules and the Agreement**

Authorised Users, MROs and Experts should ensure that they are familiar with the terms of their relevant agreement and the MedCo Rules and ensure that these are adhered to. Any revisions will be published and Authorised Users, MROs and Experts should familiarise themselves with any updated versions. MedCo has also published Guidance as to how it will interpret the Qualifying Criteria. Such Guidance will form the basis of audit of MROs all MROs should familiarise themselves with and act in accordance with that Guidance as updated from time to time.

### Schedule 3

Without limitation to the obligation in Clause 3.2.1 (f) to comply with all Applicable Law, the Parties agree to comply with the specific laws and regulations set out in this Schedule 3.

#### 1. Legal Aid, Sentencing and Punishment of Offenders Act 2012.

The MRO hereby confirms and agrees that it shall not request, receive or pay referral fees in contravention of Legal Aid, Sentencing and Punishment of Offenders Act 2012.

#### 2. Data Protection Requirements

2.1 The parties confirm that each party shall be a Data Controller of the Shared Personal Data. Each party shall comply with its obligations as a Data Controller under Data Protection Legislation.

2.2. Without prejudice to clause 2.1 of this Schedule, the MRO shall ensure that:

2.2.1 any Shared Personal Data:

2.2.1.1 has been obtained and transferred to MedCo in accordance with the Data Protection Legislation; and

2.2.1.2 is accurate and up to date.

2.2.2 prior to the transfer to MedCo of Shared Personal Data, it has:

2.2.2.1 provided the Data Subjects of the Shared Personal Data with a Privacy Policy on its own behalf and on behalf of MedCo that allows MedCo to Process the relevant Personal Data; and

2.2.2.2 referred Data Subjects to MedCo's Privacy Policy at [www.medco.org.uk](http://www.medco.org.uk) for information on how MedCo will Process the relevant Personal Data.

2.2.3 implements and maintains appropriate technical and organisational measures to preserve the confidentiality and integrity of the Shared Personal Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects (the "**Security Measures**");

2.3. The MRO shall notify MedCo promptly, and in any event within 72 hours, of any known breach of technical and organisational Security Measures where the breach has affected or could have affected the Shared Personal Data (the "**Data Protection Breach**"). The MRO shall also notify MedCo of the steps it has taken to remedy the Data Protection Breach and will provide MedCo with any information and assistance in respect handling of the Data Protection Breach.

2.4 The MRO shall notify MedCo promptly, and in any event within 24 hours, should it receive a request or enquiry from a Data Protection Regulator or Data Subject with regard to the Shared Personal Data and keep MedCo regularly updated on all such

enquiries.

- 2.5 The MRO shall, within 10 Working Days of receiving a written request, provide to MedCo such information as is reasonably required to satisfy MedCo that the MRO is compliant with the Data Protection Legislation.

### **3. Anti-Bribery**

- 3.1 Each party shall ensure that it and persons associated with it or other persons who are performing services in connection with this Agreement shall:
- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) not do, or omit to do, any act that will cause or lead MedCo to be in breach of any of the Relevant Requirements or Relevant Policies.
  - (d) immediately report to MedCo any request or demand for any undue financial or other advantage of any kind received by the MRO in connection with the performance of this Agreement;
  - (e) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("the Relevant Policies"), to ensure compliance with the Relevant Requirements, the Relevant Policies and schedule 3 clause 3.1(b), and will enforce them where appropriate.
- 3.2 The MRO if requested, shall provide MedCo with any reasonable assistance, at the MRO's reasonable cost, to enable MedCo to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements
- 3.3 The MRO shall immediately notify MedCo if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to warrant its compliance with the obligations in schedule 3, clause 3.1 at the relevant time.
- 3.4 For the purpose of schedule 3 clause 3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 3.5 Regardless of any other provision in this Agreement, MedCo shall not be obliged to, or omit to do any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.