

This user agreement ("Agreement") is a legally binding agreement between you (the Authorised User) 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") for the Authorised User's access to certain data contained within the MedCo Database (as defined below) from time to time, for specified purposes 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 EMPLOYEES.

1 DEFINITIONS

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

"Alternative Business Structure"	as defined in the Legal Services Act 2007;
"Authorised User"	a third party authorised by MedCo to obtain and use the relevant Data (strictly in accordance with the Permitted Purpose only) and who has entered into a binding written agreement with Medco in relation to the use of such Data, as stipulated by MedCo from time to time;
"Change of Control"	a controlling interest in the Authorised User, or in an entity which directly or indirectly has a controlling interest in the Authorised User, is transferred to any party (unless such transfer is for the purposes of the internal reorganisation of the Authorised User only). 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;
"Civil Procedure Rules"	means the procedural code relating to the conduct of civil litigation in England and Wales issued by the UK Ministry of Justice;
"Claimant"	means an individual who is the subject of a Claim;
"Claim"	means a claim brought by an occupant of a motor vehicle where the significant physical injury caused is a soft tissue injury and includes claims where there is a minor psychological injury secondary in significance to the physical injury;
"the Commencement Date"	the date upon which the Authorised User clicked on the "Accept" button in relation to this Agreement;
"Confidential"	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on

Information"	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 group company of that party for the time being confidential to that party or any of that party's group companies and trade secrets including, without limitation, technical data and know-how relating to the business of either party or of any of that party's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;
"Compliance Policies"	the MedCo Authorised User Agreement Compliance Procedure together with other compliance procedures stipulated by MedCo from time to time;
"Correct Level of Access"	the appropriate level of access as more particularly detailed in Schedule 3 (or as otherwise stipulated by MedCo by not less than 90 days prior notice in writing);
"Data"	the data defined as 'Expert Data' in the MedCo Data Validation Rules Document at www.medco.org.uk or as otherwise stipulated by MedCo from time to time;
"Data Contributor"	all individuals and organisations authorised by MedCo from time to time to access and use the Database to contribute data to the MedCo Database;
"data subject"	shall have the meaning set out in the Data Protection Act 1998;
"DPA"	the Data Protection Act 1998 or other relevant data protection legislation or regulatory provisions (as appropriate);
"Direct Financial Link"	(a) any MRO which is, or has been, wholly or partly owned by the Authorised User or by a partner, senior manager, member, director, employer or employee in the Authorised User's organisation, at any time during the previous 12 month period; or (b) any MRO in which the Authorised User, or a partner, senior manager, member, director, employer or employee in the Authorised User's organisation, is a partner, senior manager, member, director, employer or employee, is, or has been, at any time during the previous 12 month period; or (c) any MRO in which the Authorised User, or a partner, senior manager, member, director, employer or employee in the Authorised User's organisation, is or has been a shareholder, with a shareholding above 3%, now or at any

time during the previous 12 month period; or

(d) where the Authorised User practises under an ABS licence or is part of a group containing an ABS, any MRO which forms part of, or is wholly or partly owned by, the ABS or group; or

(e) any medico-legal expert employed by the Authorised User or under contract of service with the Authorised User for the provision of medico-legal reports in soft tissue injury claims within the meaning of paragraph 1.1(16A) of the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents; or

“MedCo Database” the MedCo branded online application, including and/or other applications or software (as modified by MedCo from time to time), which shall provide Authorised Users with web based browser access to the Data in accordance with the terms and conditions of this Agreement;

“MRO” means an organisation that is instructed to arrange an examination with a medical expert;

“Organisation” will include a partnership, an LLP, a company, group of companies, unincorporated organisation and an individual/sole proprietor". For the purposes of this document "Law Firm" includes an organisation practising under an Alternative Business Structure (ABS) licence;

“Permitted Purpose” (a) the use of the Data for the purposes of instructing an expert to produce a medico-legal report in relation to a soft tissue personal injury claim arising out of a road traffic collision;

(b) where the Authorised User is a defendant and has received a medico-legal report it can conduct a search on the Data to confirm the medical expert is listed on the MedCo Database;

(c) for such other purposes stipulated by MedCo in writing from time to time;

"Personnel" all persons employed on behalf of MedCo or all persons employed by the Authorised User (as appropriate) to perform its obligations under this Agreement together with MedCo's or the Authorised User's (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;

“Personal Data” shall have the meaning set out in the Data Protection Act 1998;

“Process(ing)”	shall have the meaning set out in the Data Protection Act 1998;
“RTA Protocol”	means the 'Pre-action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents' and the 'Pre-action Protocol for Low Value Personal Injury (Employers' Liability and Public Liability) Claims issued by the UK Ministry of Justice;
“Service”	the service to be provided by or on behalf of MedCo of granting the Authorised User access to the MedCo Database and relevant Data in accordance with this Agreement or as otherwise stipulated by MedCo from time to time;
“User”	any individual authorised by an Authorised User to access the Database on its behalf;
“Working Day”	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 (including but not limited to legislation relating to the protection of personal data);
- (b) references to Clauses are to Clauses of 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.

2 Commencement and Duration

- 2.1 Subject to earlier termination in accordance with Clause 11 of this Agreement, this Agreement shall commence on the Commencement Date and continue until terminated by either party giving 90 days' prior written notice to the other party.

3 Obligations

- 3.1 From the Commencement Date until termination of this Agreement MedCo shall use its reasonable endeavours to make the Data available to the Authorised User only in accordance with the terms of this Agreement.
- 3.2 The Authorised User will use the MedCo Database to source an expert for all medico-legal reports where required to do so pursuant to the Civil Procedure Rules.
- 3.3 Save as is required for the Permitted Purpose or related regulatory compliance purposes or by operation of law, the Authorised User shall not sell Data to any third party, use Data for testing purposes nor create or add to any other database using any part of the Data.
- 3.4 The Authorised User hereby confirms that prior to the Commencement Date it has notified MedCo of any third party to which it has or will have a Direct Financial Link from the Commencement Date (together with all details reasonably requested by MedCo relating thereto) and will notify MedCo (together with all details reasonably requested by MedCo relating thereto) immediately of any other party which it has a Direct Financial Link to, by completing the relevant details in relation to such Direct Financial Links on the Database, and will under no circumstances instruct a medical expert or MRO or other relevant organisation (as reasonably stipulated by MedCo from time to time) to which it has a Direct Financial Link.
- 3.5 The Authorised User 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.
- 3.6 The Authorised User agrees to comply with the Ethics Policy outlined in Schedule 1.

4 Access to and Use of MedCo Database

- 4.1 Subject to the Authorised User fully complying with its obligations pursuant to this Agreement, MedCo grants to the Authorised User a non-exclusive licence to use the Data during the term of this Agreement PROVIDED THAT such use shall be for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the Authorised User or similar documentation in force from time to time.
- 4.2 The Authorised User may only undertake a search of the MedCo Database and the Data in respect of the Permitted Purpose and may not under any circumstances undertake searches of a general or speculative nature, nor use information obtained from the MedCo Database for purposes of promoting its products or services or soliciting customers.
- 4.3 Subject to the Authorised User's statutory obligations pursuant to the DPA, the Authorised User warrants and undertakes to MedCo that:
 - (a) it will not attempt to access and or use any Data for any purposes other than the Permitted Purpose;
 - (b) it will conduct all searches against the MedCo Database (directly or indirectly) within its legal entitlement only;
 - (c) it will not create any database from the data provided by the MedCo Database or derived from the Data for any other purpose other than the Permitted Purpose;

- (d) subject to clause 9.3, it will not retain any part of the Data any longer than wholly necessary for the Permitted Purpose or regulatory compliance requirements or by operation of law;
- (e) unless otherwise agreed in writing between the parties, it will not use the Data for marketing purposes;
- (f) it will not transfer any Data outside the European Economic Area, unless such transfer fully complies at all times with the provisions of the Data Protection Act 1998 and other relevant laws, regulations and codes of practice;
- (g) it will not have any interest or right of ownership whatsoever (including any intellectual property right) in the MedCo Database or the Data;
- (h) it must adhere, at all times, to any other lawful instructions from MedCo in its use of the MedCo Database and or the Data provided by MedCo and in all related documentation supplied to consumers, press and other media;
- (i) it will not use for purposes other than the Permitted Purpose any part of any infrastructure, network and/or communication devices or links relating to the MedCo Database;
- (j) it will notify MedCo as soon as reasonably possible if the Authorised User becomes aware of any complaint regarding the use of Data that will lead to or is likely to lead to press involvement and or the involvement of a Member of Parliament or other government representative.
- (k) 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;
- (l) without prejudice to the Authorised User's other obligations in relation to audits, it shall ensure that audits of Users are completed, and provided to MedCo, in accordance with MedCo's requirements from time to time, being not less than every six months, in order that MedCo may prevent any Users accessing the Database;
- (m) it will restrict Users to its own employees or individuals contracted to work on behalf of the Authorised User for personal injury claims handling related activities and shall ensure that each User has been assigned the Correct Level of Access.

4.4 The Authorised User agrees to comply with the Database Rules set out in Schedule 2 ("Database Rules") of this Agreement (or as otherwise stipulated by MedCo in writing from time to time) and always complete the relevant Mandatory Fields (as set out in the MedCo Data Validation Rules Document at www.medco.org.uk or as otherwise stipulated by MedCo in writing from time to time) in relation to relevant Data to be provided to the Authorised User pursuant to this Agreement.

- 4.5 MedCo shall be entitled to create or collect any reasonable data or information about the Authorised User's use of the MedCo Database in respect of the number of enquiries the Authorised User makes regulatory and or compliance requirements or by operation of law.
- 4.6 So far as law allows, the Authorised User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.
- 4.7 The Authorised User shall comply with, the Compliance Policies together with any relevant decision made by MedCo in accordance with such Compliance Policies (including but not limited to the potential reasons for the suspension of the Service set out in the MedCo Authorised User Agreement Compliance Procedure).

5 Audit

- 5.1 During the term of this Agreement and for a period of two years (or other period reasonably stipulated by MedCo) after the termination or expiry of this Agreement MedCo (or its representatives) may (subject to such representative complying with the confidentiality provisions set out in clause 13 of this Agreement) conduct an audit of the Authorised User's access to and use of the Data, for purposes including (without limitation) the following:
- (a) to review the use integrity, confidentiality, storage, retention, access, processing and security of any data relating to MedCo or sourced from MedCo (directly or indirectly) including the authorisation, transmission and management of any data relating to or sourced from MedCo distributed by Authorised User either internally or externally together with relevant governance functions;
 - (b) to review the Authorised User's and relevant Authorised User's Personnel's compliance with any relevant legislation applicable to the Data;
 - (c) to review the Authorised User's compliance with the terms of this Agreement (including but not limited to the volume and validity of searches of MedCo together with the existence of valid data subject consent in relation thereto (if appropriate)).
- 5.2 Except where an audit is imposed on MedCo by a regulatory body or government; the Authorised User is deemed to have failed a prior audit; and or MedCo reasonably suspects or is aware of a breach of the terms of this Agreement, MedCo (or its representatives) may not conduct an audit on more than one occasion in any calendar year.
- 5.3 MedCo shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Authorised User and or relevant Personnel.
- 5.4 Subject to MedCo's obligations of confidentiality, the Authorised User shall on demand provide, and ensure that the Authorised User's Personnel shall on demand provide, MedCo, its representatives and any relevant regulatory body or government (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit (including but not limited to confirmation of the validity (in accordance with the terms of this Agreement) of searches of MedCo specified by MedCo together with copies of data subject consent in relation to such searches (if appropriate) or satisfactory evidence that

data subject consent in relation to all relevant purposes (including but not limited to by way of a FON (as defined in Clause 9.3(b) below)) has been correctly obtained in accordance with the DPA and any other relevant legislation or regulatory provisions);

- (b) reasonable access to any sites controlled by the Authorised User and or the Authorised User's Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement in accordance with the Authorised User's internal security policy; and
- (c) access to the relevant Authorised User Personnel.

5.5 MedCo shall provide at least 30 days notice, of its or a regulatory body's intention to conduct an audit, where possible (without obligation).

5.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 5.1 to 5.5 (inclusive), unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Authorised User in which case the Authorised User shall reimburse MedCo for all MedCo's reasonable costs incurred in the course of the audit.

5.7 The rights granted to MedCo pursuant to clauses 5.1 to 5.5 will automatically extend to any organisation to whom the Authorised User passes or share data where it was obtained from the MedCo Database.

5.8 Without prejudice to this clause 5, the Authorised User shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its use of the Data (as otherwise reasonably stipulated by MedCo from time to time). The Authorised User shall make such books of accounts and records available to MedCo and its representatives upon reasonable request by MedCo. Subject to the foregoing and unless MedCo is aware of, or reasonably suspects, a breach of this Agreement by the a Authorised User MedCo shall not carry out an audit pursuant to this Clause 5.8 on more than two occasions during any calendar year.

6 Change of Control

6.1 If the Authorised User wishes to undergo any Change of Control it shall, as soon as legally permitted to do so, notify MedCo in writing giving sufficient details to be able to assess the effect.

6.2 MedCo shall have the right (at its absolute obligation) to terminate this Agreement forthwith without liability in the event of a Change of Control of the Authorised User.

6.3 Without prejudice to any other right or remedy available to MedCo, in the event of a Change of Control of the Authorised User, the Authorised User 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).

7 Escalation Procedure

- 7.1 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:
- (a) 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, MedCo's Personnel (as specified by MedCo for such purposes from time to time) ("MedCo Representative") and a member of the Authorised User's Personnel who is of an equivalent position (in the Authorised User's reasonable opinion) shall attempt in good faith to resolve the Dispute;
 - (b) if the MedCo Representative and member of the Authorised User's Personnel who is of an equivalent position (in the Authorised User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the MedCo's Personnel (as specified by MedCo for such purposes from time to time) ("MedCo Senior Representative") and Company Director or member of the Authorised User's Personnel who is of an equivalent position (in the Authorised User's reasonable opinion) who shall attempt in good faith to resolve it; and
 - (c) if the MedCo Senior Representative and Company Director or member of the Authorised User's Personnel who is of an equivalent position (in the Authorised User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, 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.
- 7.2 No party may commence any court proceedings under clause 18 of this Agreement 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.
- 7.3 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 17 of this Agreement.

8 Liability

- 8.1 The Authorised User hereby acknowledges and agrees that the Data shall be supplied by third parties, 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 Data and or the Service 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 Data and or the service (as appropriate) in that regard.

- 8.2 The maximum aggregate liability of MedCo under or in connection with this Agreement in respect of all claims by the Authorised User 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 the greater of 100% of Charges paid (if any) during the preceding 12 months or the sum of £500.
- 8.3 Save as otherwise expressly stated in this Agreement and without prejudice to clause 8.2, neither party shall be liable 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.
- 8.4 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 Statutory, Regulatory and Data Protection Requirements

- 9.1 Each of the parties undertakes to the other that it will at all times in relation to this Agreement comply in all respects with all relevant statutory provisions and other regulatory controls or requirements from time to time in force which are applicable to the relevant party (including without limitation applicable anti-money laundering legislation, rules and codes of practice), together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory authority.
- 9.2 Neither party shall do any act that puts the other party in breach of its obligations under the DPA (including but not limited to it being the "data controller" (for the purposes of the DPA) of the Data).
- 9.3 The Authorised User shall:
- (a) undertake to ensure that its registration requirements pursuant to the DPA (including any statutory modification or re-enactment) are fully complied with at all times;
 - (b) in the event that it obtains personal data from a data subject, ensure that it displays a fair obtaining notice which meets the necessary requirements under the DPA (the "FON") and it shall be included prominently and in an appropriate place, in relevant documents and oral communications(as appropriate);
 - (c) in the event that it obtains personal data from a data subject, only request Data fully in accordance with the relevant FON;
 - (d) at all times comply with its obligations under the DPA, including but not limited to, taking appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA. When considering what measures are appropriate, the Authorised User shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from

such unauthorised or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected;

- (e) provide to MedCo a written description of the technical and organisational methods employed by the Authorised User for Processing Personal Data (within the timescales required by the MedCo);
- (f) ensure the reliability of its Personnel by vetting its Personnel appropriately who have access to Personal Data;
- (g) provide adequate training (in the reasonable opinion of MedCo) in relation to the handling of Personal Data during the term of this Agreement;
- (h) subject to clause 9.3(d), not disclose Data to any third party in any circumstances without having assurances (in the manner stipulated by MedCo from time to time) that the relevant third party has appropriate technical and organisation controls in place to prevent unauthorised or unlawful Processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA;
- (i) not transfer any Data outside the European Economic Area, without MedCo's prior written consent unless such transfer fully complies at all times with the provisions of the DPA;
- (j) without prejudice to clause 5, permit MedCo or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Authorised User's data processing activities (and/or those of its employees, officers, agents and approved sub-contractors) and comply with all reasonable requests or directions by MedCo to enable MedCo to verify and/or procure that the Authorised User is in full compliance with its obligations under this clause;
- (k) have and maintain in force internal policies that are materially comparable to the security standards ISO/IEC27001 and ISO/IEC27002 or such other standard as agreed in writing between the parties from time to time (the "Standards") and shall carry out regular security audits as may be required by the British Standards Institute to ensure compliance and shall, on request, provide copies of the reports of such audits to MedCo. If such audits show any non-compliance, the Authorised User shall remedy such breaches of the Standards forthwith at its own expense;
- (l) within 2 Working Days of such breach, inform MedCo of any breach of this clause;
- (m) notify MedCo immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data and shall, if a breach of security, loss or misuse, occurs, immediately take all reasonable steps necessary to:
 - (i) remedy such breach, loss or misuse, or protect the Personal Data against any breach or threat;
 - (ii) prevent an equivalent breach or misuse, in the future; and

- (iii) keep MedCo notified of any communications about such breach, loss or misuse, whether that be with individuals whose personal data has been affected, the Information Commissioner's Office or the media;

such steps set out in clause 9.3(m)(i) and (ii) shall include any action or changes reasonably required by MedCo. As soon as reasonably practicable the Authorised User shall provide to MedCo full details (using such reporting mechanisms as may be specified by MedCo from time to time) of any actual, potential or threatened breach or misuse of Personal Data and the steps taken by the Authorised User in respect of such breach, loss or misuse;

- (n) notify MedCo as soon as reasonably practicable in all circumstances and, in particular, without deliberate and unnecessary delay of any audits that are being carried out by the Information Commissioner's Office under sections 41A or 42 of the Data Protection Act 1998, to the extent that they have relevance to the processing of the Data.

9.4 The Authorised User shall indemnify MedCo against all actions expenses claims proceedings reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MedCo for breach of statutory duty under the DPA which arises from the use disclosure or transfer of personal data by the Authorised User and its Personnel and or a breach of the provisions of this clause 9.

9.5 MedCo shall within 48 hours of its knowledge of such breach, notify the Authorised User if it becomes aware of any actual, breach of security of the Data provided that MedCo (in its reasonable opinion) considers the actual breach of security to be of a sufficiently serious nature to warrant such notification.

10 Suspension

If the Authorised User does not comply with any term of this Agreement and or MedCo is permitted pursuant to the Compliance Policies, MedCo may, without liability, suspend the Service until such time as the non-compliance has been remedied to MedCo's reasonable satisfaction (such satisfaction to be evidenced by, without limitation the completion of a successful audit by MedCo (or its representative) of the Authorised User's access to and use of the Data) or in the case of suspension pursuant to the Compliance Policies, until such time as determined in accordance with the Compliance Policies.

11 Termination

11.1 MedCo shall be entitled to terminate this Agreement forthwith without liability, on written notice to the Authorised User in the event that the provision by MedCo of the Data is discontinued for any reason whatsoever.

11.2 MedCo and or the Authorised User shall be entitled to terminate this Agreement at any time by service of 90 days prior written notice on the other party.

11.3 MedCo shall be entitled to terminate this Agreement forthwith by written notice to the Authorised User in the event that the Authorised User:

- (a) commits any material breach of its obligations under this Agreement and shall have 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 MedCo specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement;
- (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) there is a Change of Control.

11.4 Authorised Users shall be entitled to terminate this Agreement forthwith by written notice to MedCo in the event that MedCo commits any material breach of its obligations under this Agreement and shall have 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.

11.5 On termination of this Agreement for any reason:

- (a) save for any Data which an Authorised User is under a statutory or regulatory obligation to retain, the Authorised User shall, forthwith return, delete or destroy all Data (on any medium) in accordance with MedCo's instructions (acting reasonably). MedCo reserves the right to audit the Authorised User's compliance with this provision and, if the Authorised User fails to do so, then MedCo or its representatives may enter the Authorised User's premises and take possession of them. Until they have been returned or repossessed, MedCo shall be solely responsible for their safe keeping, MedCo reserves the right for it or its representatives to audit the Authorised User's compliance with this clause;
- (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; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12 Third Party Rights

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.

13 Confidentiality

13.1 Each party shall keep in strict confidence all of the other party's Confidential Information and (except with the prior written consent of the disclosing party) shall, and shall procure that its Personnel who work on its behalf shall:

- (a) not use or exploit the other party's Confidential Information in any way except for the purpose of this Agreement;
 - (b) not disclose or make available the other party's Confidential Information in whole or in part to any third party, except as permitted by this Agreement;
 - (c) not copy, reduce to writing or otherwise record the other party's Confidential Information in whole or in part except as strictly necessary for the purpose of this Agreement (and any such copies, reductions to writing and records shall be the property of the disclosing party);
 - (d) keep separate the other party's Confidential Information from all of its documents and other records;
 - (e) apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information (which shall be not less than equivalent to the security principles set out in ISO/IEC27001); and
 - (f) ensure that any document or other records containing the other party's Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or record from its premises.
- 13.2 Each party shall restrict disclosure of such Confidential Information to such of its Personnel as need to know it for the purpose of discharging its obligations under this Agreement, and shall ensure that such Personnel are subject to obligations of confidentiality corresponding to those which bind it. Each party shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of that party.
- 13.3 A party may disclose the other party's Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 13.4 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.
- 13.5 Each party shall establish and maintain adequate security measures (including but not limited to reasonable security measures proposed by that party from time to time) to safeguard the other party's Confidential Information from unauthorised access or use.
- 13.6 The Authorised User shall not make, or permit any person to make, any public announcement concerning this Agreement or its respective interest in this Agreement without the prior written consent of MedCo except as required by law or governmental or regulatory authority or by any court or other authority of competent jurisdiction. The Authorised User shall not make use of MedCo's name or any information acquired through its dealings with MedCo for publicity or marketing purposes without the prior written consent of MedCo.

- 13.7 If the Authorised User develops or uses a product or a process which, in the reasonable opinion of MedCo, might have involved the use of any of MedCo's Confidential Information, the Authorised User shall, at the request of MedCo, supply to MedCo information reasonably necessary to establish that MedCo's Confidential Information has not been used or disclosed.
- 13.8 Upon termination of this Agreement, at the request of MedCo, the Authorised User shall:
- (a) destroy or return to MedCo all documents and materials (and any copies) containing, reflecting, incorporating or based on MedCo's Confidential Information;
 - (b) erase all MedCo's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
 - (c) certify in writing to MedCo that it has complied with the requirements of this clause 13, provided that the Authorised User may retain documents and materials containing reflecting, incorporating, or based on MedCo's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Authorised User to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 13 shall continue to apply to any such documents and materials retained by the Authorised User.
- 13.9 All MedCo's Confidential Information shall remain the property of MedCo and MedCo reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights in respect of MedCo's Confidential Information are granted to the Authorised User and no obligations are imposed on MedCo other than as expressly stated in this Agreement.
- 13.10 Except as expressly stated in this Agreement, MedCo does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of MedCo's Confidential Information.
- 13.11 The disclosure of the Confidential Information by either party shall not form any offer by or representation or warranty on the part of, that party to enter into any further agreement in relation to the purpose of this Agreement or the development or supply of any product or service to which the Confidential Information relates.
- 13.12 Each party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement, 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 any provisions of this Agreement.
- 13.13 The Authorised User shall indemnify and keep fully indemnified MedCo and its associated companies at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties and other costs and expenses suffered or incurred by MedCo and or its associated companies arising from any breach of this Agreement by the Authorised User and from the actions or omissions of any of its Personnel.
- 13.14 The provisions of clause 13 shall survive the termination or expiry of this agreement.

14 Force Majeure

- 14.1 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.
- 14.2 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 11 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 14.

15 Assignment and Sub-Contracting

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

16 Entire Agreement

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.

17 Proper Law and Jurisdiction

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

18 Notices

Any notice to be given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) 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 in accordance with this clause shall be deemed to have been served if given by first class mail 48 hours after being posted.

19 Variations

MedCo may make reasonable changes to this Agreement following board approval providing that they provide Authorised Users with 90 days prior written notice.

20 Severability

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.

21 Waiver

- 21.1 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.

- 21.2 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.

22 Anti-Bribery

- 22.1 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 Authorised User 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 clause 22.1(b), and will enforce them where appropriate.
- 22.2 Each party shall warrant to the other party on an annual basis that it will comply with this clause 22.
- 22.3 The Authorised User shall indemnify MedCo against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, MedCo as a result of any breach of clause 22.1 by the Authorised User or any breach of provisions equivalent to clause 22.1 in any subcontract by any subcontractor.
- 22.4 The Authorised User if requested, shall provide MedCo with any reasonable assistance, at the Authorised User'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
- 22.5 The Authorised User 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 repeat the warranties set out in clause 22.1 at the relevant time.
- 22.6 Each party shall ensure that, by introducing adequate procedures, any person associated with such party who is performing or receiving services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms

equivalent to those imposed on the Authorised User in this clause 22 ("Relevant Terms"). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.

- 22.7 Notwithstanding the foregoing, breach of this clause 22 shall be deemed to be a material breach which cannot be remedied.
- 22.8 Without prejudice to clause 11, if MedCo terminates this Agreement for breaching this clause 22, the Authorised User shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.
- 22.9 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.
- 22.10 For the purpose of clause 22, 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.

23 Charges

- 23.1 If relevant, in consideration of the provision of the Service, the Authorised User shall pay to MedCo during the term of this Agreement the sums stipulated by MedCo in the MedCo Charging Policy (the "Charges") (subject to the provisions of clause 23.3).
- 23.2 If relevant, the parties agree that MedCo may review and amend the Charges set out in the MedCo Charging Policy by giving not less than 90 days' notice to the Authorised User.
- 23.3 The Authorised User 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.
- 23.4 In the event that Charges are payable by the Authorised User, without prejudice to any other right or remedy that it may have, if the Authorised User 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 all Service until payment has been made in full.
- 23.5 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.
- 23.6 The Authorised User confirms that all Charges paid to MedCo are non-refundable.

24 No partnership or agency

- 24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person

Schedule 1

Ethics Policy

This policy is for the Authorised Users and Data Contributors of the Service which sets out the standards of conduct, and professional behaviours that you must adhere to.

All Authorised Users and Data Contributors 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 and Data Contributors 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 Data Contributor of MedCo 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 or Data Contributor 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 or Data Contributor, 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 and Data Contributors as far as possible. MedCo acknowledge that some of the standards may not apply to all Authorised Users or Data Contributors.

MedCo aims to ensure that a high standard of professional conduct is maintained by Authorised Users and Data Contributors. This is so that the general public and all Authorised User and Data Contributors can have confidence in the MedCo Service and all other Authorised Users and Data Contributors. 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 and Data Contributors, 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.

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 Data Contributor of MedCo. Each Authorised User and Data Contributor 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 Data Contributor of MedCo.

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 DPA 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 and Data Contributors will have confidence in you as an Authorised User or Data Contributor of MedCo and your actions should not undermine confidence in the MedCo Service.

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 Data Contributor 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 Data Contributor access to the MedCo Database 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 Data Contributors 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 under clause 5 of this agreement and may wish to examine your records should this prove necessary.

7. Behave with integrity

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

This will include:

Making full and frank disclosure of any Direct Financial Link that one Authorised User may have with a Data Contributor (or vice versa) and keeping that disclosure updated if there are any changes in accordance with clause 3.4 of this agreement;

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 Data Contributors.

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

Authorised Users and Data Contributors 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 and Data Contributors should ensure that they are familiar with the terms of their relevant agreement and the rules and ensure that these are adhered to. Any revisions will be published and Authorised Users and Data Contributors should familiarise themselves with any updated versions.

Schedule 2

Database Rules

- (a) The Authorised User shall keep its own records of information submitted and received by parties via the MedCo Database and shall not rely on MedCo for any data storage purposes or use or rely on it as a case management system.
- (b) The Authorised User will prohibit Users who have been inactive for 90 consecutive days from access to the MedCo database.
- (c) The Authorised User will not create duplicate cases on the MedCo Database for the same claimant on the same accident date.
- (d) The Authorised User will ensure that any cases created on the MedCo Database where a medico-legal report is no longer required will be closed within 90 calendar days.
- (e) The Authorised User will provide the relevant reason(s) to MedCo when an alternative postcode (other than the claimant's home postcode) is used to conduct a search.
- (f) The Authorised User will not use an alternative postcode for a claimant in order to obtain their preferred search results.
- (g) The Authorised User will submit an explanation to MedCo where it believes it is necessary to conduct a second search for the same claimant on the same accident date prior to commencing such search.
- (h) In accordance with Civil Procedure Rules the Authorised User will not instruct an expert who has previously or is currently providing treatment to the claimant.
- (i) The Authorised User will confirm via the MedCo Database which expert it has instructed from the search results provided by MedCo.

Schedule 3

Correct Level of Access

User Type	Registration	Registration Maintenance	Maintain Direct Financial Links	Create Administrative Users	Create Operational Users	Search
Primary User	Y	Y	Y	Y	Y	Y
Administrative User	N	N	N	N	Y	Y
Operational User	N	N	N	N	N	Y