

This user agreement ("Agreement") is a legally binding agreement between you (the Data Contributor) 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 Data Contributor's access to contribute certain data to 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.

## 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 Data Contributor and other organisations and individuals approved by MedCo to contribute data for the Permitted Purpose (as defined below) and will be available to access (at varying levels) by certain authorised parties.
- (B) MedCo and the Data Contributor have agreed that the Data Contributor will contribute certain data to the Database, for specified purposes and strictly on the terms and conditions of this Agreement.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

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

<b>"Alternative Business Structure"</b>	as defined in the Legal Services Act 2007;
<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>"Authorised User Purpose"</b>	the use of the Expert 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>"Case Data"</b>	the data items added to the Database by the Data Contributor after completing a medico–legal report as more particularly detailed in the MedCo Data Validation Rules Document;
<b>"Change of Control"</b>	a controlling interest in the Data Contributor, or in an entity which directly or indirectly has a controlling interest in the Data Contributor, 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>"the Commencement Date"</b>	the date upon which the Data Contributor clicked on the "Accept" button in relation to this Agreement;
<b>"Compliance Policies"</b>	the MedCo Data Contributor Agreement Compliance Procedure together with other compliance procedures stipulated by MedCo from time to time;
<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;
<b>"Contributors"</b>	the organisations and individuals approved by Medco to contribute and have access to and use of the Database and Database Data;
<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 Contributors and other data as determined by MedCo from time to time;
<b>"Direct Expert"</b>	a medical expert in relation to soft tissue injuries who will accept instructions to complete a relevant medico-legal report in relation to such injuries directly from an Authorised User and where applicable obtain instructions from a MRO to complete a medico-legal report;
<b>"Direct Financial Link"</b>	(a) any Law Firm, Insurer or personal injury claims management company which is, or has been, wholly or partly owned by the Data Contributor or a partner, member, senior manager, director, employer or employee, of the Data Contributor or has been during the previous 12 month

period; or

(b) any Law Firm, Insurer or personal injury claims management company in which the Data Contributor, or a partner, member, senior manager, director, employer or employee of the Data Contributor, is a partner, member, senior manager, director, employer or employee, is, or has been, at any time during the previous 12 month period; or

(c) any Law Firm, Insurer or personal injury claims management company in which the Data Contributor, or a partner, member, senior manager, director, employee or employee of the Data Contributor, is or has been a shareholder of the Data Contributor, with a shareholding above 3%, now or at any time during the previous 12 month period; or

(d) the Data Contributor is part of, or part of a group containing, an Alternative Business Structure; or

(e) where the Data Contributor is a Direct Expert or a Non-Direct Expert (as appropriate), there is no Law Firm, Insurer or personal injury claims management company with which the Data Contributor has a contract of service or by which the Data Contributor is employed to provide 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;

**“Expert Data”**

the pertinent details of the Data Contributor as more particularly defined in the MedCo Data Validation Rules Document;

**“Group”**

any subsidiary or holding company (as defined in section 1159 Companies Act 2006) of MedCo from time to time;

**“Insurer”**

means any insurance company, Lloyd's syndicate or compensator authorised to underwrite motor insurance and “Insurers” shall be construed accordingly;

**“Law Firm”**

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);

**“Mandatory Fields”**

the mandatory fields relating to Expert Data and Case Data as set out in the MedCo Data Validation Rules Document set out at [www.medco.org.uk](http://www.medco.org.uk) (as amended by MedCo from time to time);

<b>“MedCo Charging Policy”</b>	the charges for the provision of the Services 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 Data Contributors with web based browser access to contribute Database Data in accordance with the terms and conditions of this Agreement;
<b>“MedCo Data Validation Rules Document”</b>	the document containing the requirements for the supply of Data set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a> (as amended by MedCo from time to time);
<b>“MRO ”</b>	a Medical Reporting Organisation that meets the 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>“Non–Direct Expert”</b>	a medical expert in relation to soft tissue injuries who will accept instructions to complete a relevant medico–legal report in relation to such injuries directly from a MRO only;
<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>	<p>(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;</p> <p>(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 Data Contributors and the Service;</p> <p>(c) for any other purpose notified to the Data Contributor in writing by MedCo from time to time;</p>
<b>“Personnel”</b>	all persons employed by or on behalf of MedCo or the Data Contributor (as appropriate) to perform its obligations under this Agreement together with MedCo's or the Data Contributor's (as appropriate) servants, agents, and suppliers and approved sub–contractors used in the performance of its obligations under this Agreement

(including without limitation the Authorised Users);

<b>“Personal Data”</b>	shall have the meaning set out in the Data Protection Act 1998;
<b>“Process(ing)”</b>	shall have the meaning set out in the Data Protection Act 1998;
<b>“Sensitive Personal Data”</b>	shall have the meaning set out in the Data Protection Act 1998;
<b>“the Service”</b>	the service provided by or on behalf of MedCo of granting access to the Data Contributor to the Database in accordance with this Agreement;
<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 Data Contributor to access the Database on its behalf;

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 Subject to earlier termination in accordance with Clause 10 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 Database available to the Data Contributor only in accordance with this Agreement.
- 3.2 The Data Contributor hereby confirms that prior to the Commencement Date it has notified MedCo in writing 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 in writing (together with all details reasonably requested by MedCo relating thereto) immediately of any other party which it has a Direct Financial Link to 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.
- 3.3 The Data Contributor 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.
- 3.4 The Data Contributor agrees to comply (as appropriate) with the Ethics Policy outlined in Schedule 2 (or as otherwise amended by MedCo from time to time).

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

- 4.1 Subject to the Data Contributor fully complying with its obligations pursuant to this Agreement, MedCo grants to the Data Contributor a non–exclusive licence to access the Database during the term of this Agreement PROVIDED THAT such use shall be for the Permitted Purpose only and fully in accordance with any legislation, regulation, code or practice applicable to the Data Contributor or similar documentation in force from time to time.
- 4.2 The Database is provided to the Data Contributor 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 Data Contributor agrees to comply with the MedCo Data Validation Rules Document (or other rules as to access and use of the Database stipulated by MedCo in writing from time to time) and always complete the relevant Mandatory Fields.
- 4.4 The Data Contributor warrants and undertakes to MedCo that:
- (a) it will not attempt to access and or use the Database for any purposes other than the Permitted Purpose;
  - (b) it will use the Database within its legal entitlement and 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 and or the Database by it or any other

party other than for the Permitted Purpose (including marketing purposes);

- (d) (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;
- (e) 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 Database;
- (f) 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;
- (g) without prejudice to the Data Contributor'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 three months, in order that MedCo may prevent any Users accessing the Database;
- (h) it will restrict Users to its own employees or individuals contracted to work on behalf of the Data Contributor 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.

- 4.5 The Data Contributor shall indemnify and keep fully indemnified MedCo and its Group 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 Group arising from any breach of this Clause 4 by the Data Contributor or any of its Personnel.
- 4.6 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 90 days notice in writing to the Data Contributor.
- 4.7 MedCo shall be entitled to create or collect any data or information about the Data Contributor's use of the Database for the purpose of regulatory compliance requirements or by operation of law or as otherwise stipulated by MedCo from time to time.
- 4.8 In the event that the Data Contributor is a MRO and 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 Data Contributor's disclosure of such details pursuant to this Agreement) or provide to any third party a Data Contributor's complete list of Expert

Data without the prior permission of the Data Contributor 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.

- 4.9 The Data Contributor 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.
- 4.10 The Data Contributor 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 Compliance Policies).
- 4.11 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 conduct an audit of the Data Contributor's access to and use of the Database Data, for purposes including (without limitation) the following:
- (a) to review the integrity, confidentiality and security of any data relating to MedCo;
  - (b) to review the Data Contributor's and relevant Data Contributor's Personnel's compliance with any relevant legislation applicable to the Database Data;
  - (c) to review the Data Contributor's compliance with the terms of this Agreement.
- 4.12 Except where an audit is imposed on MedCo by a regulatory body or government; the Data Contributor 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.
- 4.13 MedCo shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Data Contributor and or relevant Personnel.
- 4.14 Subject to MedCo's obligations of confidentiality, the Data Contributor shall on demand provide, and ensure that the Data Contributor's Personnel shall on demand provide MedCo, its representatives 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 (including but not limited to confirmation of the validity (in accordance with the terms of this Agreement) of use of the Database specified by MedCo;



- (b) reasonable access to any sites controlled by the Data Contributor, and or the Data Contributor’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 Data Contributor Personnel.

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

4.16 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 4.11 to 4.15 (inclusive), unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Data Contributor in which case the Data Contributor shall reimburse MedCo for all MedCo’s reasonable costs incurred in the course of the audit.

**5. Contribution of Expert Data and Case Data**

5.1 The Data Contributor warrants and undertakes to MedCo that:

- (a) 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 Data Contributor 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;
- (b) it shall use its best endeavours to ensure that all Expert Data and Case Data provided to MedCo is accurate, complete and supplied in a timely manner subject to TTS Targets and Data Quality Standards;
- (c) following notification from MedCo, together with any necessary documentary evidence reasonably required by the Data Contributor, that if any record(s) submitted by the Data Contributor is inaccurate the Data Contributor shall use all reasonable endeavours to ensure that the record is amended to show an accurate reflection of the event within 48 hours;
- (d) 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;
- (e) the transfer to MedCo of any Expert Data and or Case Data shall comply with all applicable law and that it has all necessary

consents, approvals and licences (including but not limited to the consent of relevant data subjects for the purposes of the Data Protection Act 1998) to enable the lawful transfer and subsequent use by MedCo and any user of the Database (including without limitation the Authorised Users) of such information in accordance with and for the purposes envisaged by this Agreement (including without limitation the Authorised User Purpose);

- (f) ensure that all necessary consents are in place to provide the Expert Data and Case Data in accordance with the terms of this Agreement;
- (g) it shall carry out all of its obligations pursuant to this Agreement with reasonable skill and care and strictly in accordance with the terms of this Agreement.

5.2 The Data Contributor warrants and undertakes to MedCo that where it is a MRO it will:

- (a) ensure records of its panel of experts which are provided to MedCo as Expert Data are kept current and up to date;
- (b) ensure its postcode coverage model provided to MedCo is current and up to date;
- (c) it will resubmit any unsuccessful contributions of Data within 48 hours;

5.3 The Data Contributor warrants and undertakes to MedCo that where it is a Direct Expert and or Non-Direct Expert it will:

- (a) keep its Expert Data current and up to date (including but not limited to its active or inactive status);
- (b) maintain its qualification with the General Medical Council (GMC) throughout the term of this Agreement;

5.4 The Data Contributor shall indemnify and keep fully indemnified MedCo and its Group 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 Group arising from any breach of this clause 5 by the Data Contributor and/or any of its Personnel.

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

5.6 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 Data Contributor.

- 5.7 With effect from the Commencement Date the Data Contributor 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).
- 5.8 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).
- 5.9 The Data Contributor shall indemnify MedCo and its Group against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any intellectual property rights by the Data Contributor's performance of this Agreement and or MedCo's and/or its Group's use of any rights afforded to it by the Data Contributor pursuant to this Agreement.

## **6. Escalation Procedure**

- 6.1 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:
- 6.2 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 (as specified by MedCo for which purposes from time to time) ("Medco Representative") and a member of the Data Contributor's Personnel who is of an equivalent position (in the Data Contributor's reasonable opinion) shall attempt in good faith to resolve the Dispute;
- 6.3 if the MedCo Representative and member of the Data Contributor's Personnel who is of an equivalent position (in the Data Contributor'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 a member of MedCo's Personnel (as specified by MedCo for such purposes from time to time) ("Medco Senior Representative") and Company Director or member of the Data Contributor's Personnel who is of an equivalent position (in the Data Contributor's reasonable opinion) who shall attempt in good faith to resolve it; and
- 6.4 if MedCo Senior Representative and Company Director or member of the Data Contributor's Personnel who is of an equivalent position (in the Data Contributor'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.

- 6.5 No party may commence any court proceedings under clause 16 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.
- 6.6 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 16 of this Agreement.

## **7. Liability**

- 7.1 Notwithstanding that MedCo shall use its reasonable endeavours to procure that the Database Data is accurate, the Data Contributor acknowledges that the Database Data has been supplied by third parties (which may include the Data Contributor 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.
- 7.2 The maximum aggregate liability of MedCo under or in connection with this Agreement in respect of all claims by the Data Contributor 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 Data Contributor to MedCo during the preceding 12 month period pursuant to this Agreement.
- 7.3 Without prejudice to Clause 7.2, 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.
- 7.4 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.
- 7.5 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.

**8. Statutory, Regulatory and Data Protection Requirements**

- 8.1 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.
- 8.2 The Data Contributor shall not do any act that puts MedCo in breach of its obligations under the Data Protection Act 1998 or other relevant data protection legislation or regulatory provisions ("DPA") (including but not limited to it being the "data controller" (for the purposes of the DPA) of the Database Data) for the purposes of this Agreement.
- 8.3 The Data Contributor shall:
- (a) at all times comply with its obligations under the DPA, including but not limited to, ensuring all Personal Data submitted to the Database is collected using appropriate notification in line with the DPA (including without limitation obtaining appropriate consents from data subjects (as defined in the DPA) to disclose such Personal Data and Sensitive Personal Data to MedCo and make it available for access and use on the Database by Medco and Authorised Users for the Authorised User Purpose), 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 Data Contributor 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;
  - (b) provide to MedCo a written description of the technical and organisational methods employed by the Data Contributor for Processing Personal Data (within the timescales required by the MedCo);
  - (c) ensure the reliability of its Personnel by vetting its Personnel appropriately who have access to Personal Data;
  - (d) not disclose the Data to any third party in any circumstances without the express prior written permission of MedCo;

- (e) provide adequate training (in the reasonable opinion of MedCo) in relation to the handling of Personal Data during the term of this Agreement;
- (f) not transfer any Personal 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;
- (g) permit MedCo or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Data Contributor'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 Data Contributor is in full compliance with its obligations under this clause and the DPA;
- (h) 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 Data Contributor shall remedy such breaches of the Standards forthwith at its own expense;
- (i) immediately inform MedCo of any breach of this clause;
- (j) notify MedCo immediately if it becomes aware of any actual, threatened or potential breach of security of the Personal Data and shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
  - (i) remedy such breach or protect the Personal Data against any breach or threat; and
  - (ii) prevent an equivalent breach in the future

such steps shall include any action or changes reasonably required by MedCo. As soon as reasonably practicable the Data Contributor 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 and the steps taken by the Data Contributor in respect of such breach.

8.4 The Data Contributor shall indemnify MedCo against all actions costs expenses claims proceedings 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 Data Contributor or its Personnel or a breach of the provisions of this clause 8.

- 8.5 The provisions of this clause shall apply during the continuance of this agreement and in so far as they relate to the subject matter of this Agreement, indefinitely after its expiry or termination.

**9. Suspension**

- 9.1 If the Data Contributor 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 Data Contributor's access to and use of the Database) or in the case of suspension pursuant to the Compliance Policies, until such time as determined in accordance with the Compliance Policies.

**10. Termination**

- 10.1 MedCo and or the Data Contributor shall be entitled to terminate this Agreement at any time by service of 90 days prior written notice on the other party.
- 10.2 MedCo shall be entitled to terminate this Agreement forthwith by written notice to the Data Contributor in the event that the Data Contributor and/or its Personnel:
- (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) undergoes a Change of Control (unless MedCo has provided its written consent in accordance with the terms of this Agreement).
- 10.3 On termination of this Agreement for any reason:
- (a) the Data Contributor 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;

- (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 MedCo's rights under Clause 5 in relation to any Expert Data or Case Data provided by the Data Contributor and/or User.

## 11. Confidentiality

11.1 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.

11.2 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.

11.3 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 11.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.

- 11.4 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.
- 11.5 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.
- 11.6 The Data Contributor 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 Data Contributor 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.
- 11.7 If the Data Contributor 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 Data Contributor 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.
- 11.8 Upon termination of this Agreement, at the request of MedCo, the Data Contributor shall:
  - 11.9 destroy or return to MedCo all documents and materials (and any copies) containing, reflecting, incorporating or based on MedCo's Confidential Information;
  - 11.10 erase all MedCo's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
  - 11.11 certify in writing to MedCo that it has complied with the requirements of this clause 11, provided that the Data Contributor 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 Data Contributor to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 11 shall continue to apply to any such documents and materials retained by the Data Contributor.
  - 11.12 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 Data Contributor and no obligations are imposed on MedCo other than as expressly stated in this Agreement.

- 11.13 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.
- 11.14 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.
- 11.15 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.
- 11.16 The Data Contributor 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 Data Contributor and from the actions or omissions of any of its Personnel.
- 11.17 The provisions of clause 11 shall survive the termination or expiry of this agreement.

## 12. Change of Control

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

## 13. Force Majeure

- 13.1 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.
- 13.2 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 10 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 13.

## 14. Assignment and Sub-Contracting

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

14.2 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.

**15. Entire Agreement**

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.

**16. Proper Law and Jurisdiction**

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

**17. 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.

**18. Variations**

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

**19. 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.

**20. Waiver**

20.1 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.

20.2 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.

**21. Anti-Bribery**

21.1 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 Data Contributor 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 21.1(b), and will enforce them where appropriate.

21.2 Each party shall warrant to the other party on an annual basis that it will comply with this clause 21.

21.3 The Data Contributor 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 21.1 by the Data Contributor or any breach of provisions equivalent to clause 21.1 in any subcontract by any subcontractor.

21.4 The Data Contributor if requested, shall provide MedCo with any reasonable assistance, at the Data Contributor'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

21.5 The Data Contributor 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 21.1 at the relevant time.

21.6 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 Data Contributor in this clause 21 (“Relevant Terms”). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.

- 21.7 Notwithstanding the foregoing, breach of this clause 21 shall be deemed to be a material breach which cannot be remedied.
- 21.8 Without prejudice to clause 10, if MedCo terminates this Agreement for breaching this clause 21, the Data Contributor shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.
- 21.9 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.
- 21.10 For the purpose of clause 21, 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.

## **22. Charges**

- 22.1 If relevant, in consideration of the provision of the Service, the Data Contributor 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 22.3).
- 22.2 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 Data Contributor.
- 22.3 The Data Contributor 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.
- 22.4 In the event that Charges are payable by the Data Contributor, without prejudice to any other right or remedy that it may have, if the Data Contributor 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 Service until payment has been made in full.

- 22.5 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.
- 22.6 All amounts payable by the Data Contributor 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 Data Contributor, the Data Contributor shall pay to MedCo such additional amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.
- 22.7 The Data Contributor confirms that all Charges paid to MedCo are non-refundable.

**23. Parties**

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

User Type	All Data Contributors					MRO only			
	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 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](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 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 4 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 (but is not limited to):

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 3.2 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.