

This pre-Operational agreement ("Agreement") is a legally binding agreement between you, a Medical Expert ("ME") and MedCo Registration Solutions (Company Number 09295557) whose registered office is at Suite 44, Shenley Pavilions Chalkdell Drive, Shenley Wood, Milton Keynes, Buckinghamshire, England, MK5 6LB ("MedCo").

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BE BINDING ON YOU

## RECITALS

- (A) MedCo operates in accordance with policy decisions made by the Government and will from time to time issue MedCo Rules to ensure that the policy decisions are met. MedCo operates the Database (as defined below) containing certain details of MEs and medical examination information. That Database is populated with data supplied by MEs and other organisations and individuals approved by MedCo to contribute data to the Database. MEs providing medico- legal reports are required to be both Accredited and Operational before their information is added to the Database.
- (B) This Agreement covers Accreditation and the steps required to be taken by the ME to put a MedCo User Agreement in place between the parties and MedCo agree to set the ME as Operational. Once the User Agreement is in place, this Agreement automatically comes to an end and the ongoing relationship between the parties to this Agreement will continue by reference to the terms of the User Agreement.
- (C) The ME is applying to become an Accredited expert and subsequently be made Operational on the MedCo Database. However, in order to satisfy MedCo that the ME meets the required standards to provide medico-legal reports the ME will have to successfully complete the Accreditation Training and satisfy any Due Diligence checks undertaken by MedCo. Following the ME's acceptance of this Agreement, MedCo will carry out initial Due Diligence to determine whether the ME should be permitted to undertake the Accreditation Training. If MedCo accept, following the Due Diligence, that the ME is a suitable candidate, MedCo will notify the ME that they are permitted to undertake the Accreditation Training.
- (D) MedCo will arrange for the provision of Accreditation Training which must be completed within 9 months of MedCo notifying the ME that they have Approval to undertake the Accreditation Training. The parties may agree, in writing, to vary these timeframes as set out in clause 2.2.
- (E) Upon completion of the Accreditation Training MedCo will consider whether the ME meets the requirements to become an Operational Accredited Expert. If the ME is deemed to meet the requirements, the ME will be required to enter in to either a Direct Medical Expert, or Indirect Medical Expert User Agreement (subject to how the ME will receive their instructions) and complete any related steps before the ME can be made Operational on the MedCo system.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

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

**"Accredited"** means the status granted by MedCo once the ME has passed all of the accreditation modules required by MedCo to be awarded that status;

<b>"Accreditation Training"</b>	means the training MedCo requires a ME to undertake to attain the status of being Accredited;
<b>"Applicable Law"</b>	means all applicable statutory rules, regulations, instruments and provisions in force from time to time including the rules, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body to which each Party is subject from time to time including but not limited to those set out in Schedule 2 of this Agreement;
<b>"Approval"</b>	Means MedCo changing the ME's status to pre-accreditation enabling the ME to undertake the Accreditation Training. This will occur if the ME has satisfied MedCo's Due Diligence;
<b>"Authorised User"</b>	all individuals and Organisations authorised by MedCo from time to time to access and use the Database and obtain and use the Database Data;
<b>"Business Hours"</b>	the period from 9.00 am to 5.00 pm on any Working Day;
<b>"Charges"</b>	means the definition in Clause 6.1;
<b>"Commencement Date"</b>	the date upon which the ME clicked on the "Accept" button in relation to this Agreement;
<b>"Confidential Information"</b>	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or other memory device and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any member of its Group for the time being confidential to that party or any of that party's Group and trade secrets including, without limitation, technical data and know-how relating to the business of that party or any of its 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>"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 data provided by the Contributors and other data as determined by MedCo from time to time;
<b>"Data Protection Legislation"</b>	means all applicable data protection and privacy legislation, regulations and guidance including:  (i) Regulation (EU) 2016/679 and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and  (ii) any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the

	Regulator from time to time (all as amended, updated or re-enacted from time to time);
<b>"Data Protection Regulator"</b>	means the Information Commissioner's Office, the Article 29 Working Party and from 25 May 2018 the European Data Protection Board and in each case any successor body from time to time any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party;
<b>"Data Subject(s)"</b>	shall have the meaning set out in the Data Protection Legislation;
<b>"Decision"</b>	means MedCo's decision made after the ME has completed the Accreditation Training and all Due Diligence has been carried as to whether the ME's application has been accepted, permitting them to become Operational;
<b>"Direct Medical Expert"</b>	a medical expert in relation to soft tissue injuries (as defined in the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents) 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>"Due Diligence"</b>	means the checks MedCo will undertake of the ME, which include, but not limited to checking:  (a) the ME's ICO registration;  (b) the ME's Regulatory Body registration status;  And seeking Board approval to proceed where the due diligence shows that  (c) any previous user agreements between the Parties was terminated; or  (d) the ME was previously suspended by MedCo and that suspension remained in place when any previous agreement expired;
<b>"Ethics Policy"</b>	the MedCo Ethics Policy as attached at Schedule 1 of this Agreement as amended from time to time by MedCo, the policy refers to accredited experts but for the purposes of this agreement will apply equally to pre-operational MEs;
<b>"Group"</b>	any subsidiary or holding company (as defined in section 1159 Companies Act 2006) of MedCo from time to time;
<b>"Indirect Medical Expert"</b>	means a medical expert in relation to soft tissue injuries (as defined in the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents) who will only accept instructions to complete a relevant medico-legal report in relation to such injuries from an MRO and will not provide a report on direct instruction;
<b>"MedCo Board"</b>	means the MedCo Board of Directors;

<b>"MedCo Charging Policy"</b>	MedCo's Charges set out at <a href="http://www.medco.org.uk">www.medco.org.uk</a> (as amended by MedCo from time to time);
<b>"MedCo Rules"</b>	Rules made by the MedCo Board from time to time and notified to the ME on reasonable notice in accordance with their powers as defined by the MedCo Articles of Association;
<b>"Medical Expert"</b>	means an expert with the appropriate medical qualifications and professional registration to carry out medico-legal reporting in accordance with the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents)
<b>"MRO "</b>	a Medical Reporting Organisation that meets the definition of an MRO and the other minimum Qualifying Criteria as outlined in the "Qualifying Criteria for Medical Reporting Organisations" document published by the Ministry of Justice ("Moj") on <a href="http://www.medco.org.uk">www.medco.org.uk</a> (or as otherwise stipulated by Moj from time to time);
<b>"Operational"</b>	means that the ME can accept instructions to provide medico-legal reports from a MedCo registered Authorised User direct or via an MedCo registered MRO as the ME has: (a) completed the online form, including updating it as necessary (b) undergone the registration checks (c) met the Accreditation requirements (including ongoing requirements) (d) accepted the MedCo User agreement (e) paid any Charges;
<b>"Organisation"</b>	will include a partnership, an LLP, a company, group of companies, unincorporated organisation and an individual/sole proprietor;
<b>"Personal Data"</b>	shall have the meaning set out in the Data Protection Legislation;
<b>"Personnel"</b>	all persons employed by or on behalf of MedCo to perform its obligations under this Agreement together with MedCo's servants, representatives, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;
<b>"Privacy Policy"</b>	shall mean the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;
<b>"Processing"</b>	shall have the meaning set out in the Data Protection Legislation;
<b>"Qualifying Criteria"</b>	the criteria set by the Ministry of Justice (as amended from time to time) to be met by all MRO's, with additional criteria specified as required to be met by High Volume National MROs;
<b>"Regulatory Body"</b>	means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to this Agreement including the General Medical Council, Health and Care Professions Council, the Information Commissioner and HM Revenue and Customs and their relevant successors (for the avoidance of doubt,

this does not include any regulator whose authority arises pursuant to any voluntary code of conduct);

**“Sensitive Personal Data”**

shall from 25 May 2018 mean Special Category Data and shall have the meaning set out in the Data Protection Legislation;

**"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;
- (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**

2.1 This Agreement shall commence on the Commencement Date and continue, subject to MedCo confirming Approval and/or earlier termination in accordance with Clause 10 of this Agreement, until the date the ME is notified, in writing, of MedCo's Decision, subject to clause 2.2.

2.2 The parties may agree to extend the term of this Agreement until such time as agreed by the parties.

**3. Obligations**

3.1 MedCo's obligations

3.1.1 MedCo shall:

- (a) undertake the Due Diligence required before Accreditation Training can be commenced and confirm Approval or otherwise within 1 month of the Commencement Date, excluding any time MedCo is waiting for a response from the ME;
- (b) undertake any further Due Diligence in a timely manner; and
- (b) subject to the ME satisfying the Due Diligence checks, either provide or arrange for the provision of Accreditation Training.

3.2 The ME's obligations

3.2.1 The ME shall:

- (a) pay any Charges in accordance with Clause 6;
- (b) act in accordance with any MedCo Rules and the Ethics Policy;
- (c) comply with any relevant decision made by MedCo; and
- (d) act with reasonable skill and care in performing their obligations under this Agreement and in compliance with all Applicable Law.

**4. Warranties**

4.1 The ME warrants and undertakes to MedCo that they:

- (a) will complete the Accreditation Training within 9 months of receiving Approval from MedCo;
- (b) have a licence to practise with GMC or equivalent registration with HCPC and that they will notify MedCo immediately if within the term of the Agreement they no longer hold a licence to practise and at that point the Agreement will terminate with immediate effect.
- (c) will fully co-operate with the Due Diligence checks in a timely manner, as required by MedCo; and
- (d) has the right and authority to enter into this Agreement and to perform the actions and undertake the obligations contemplated hereunder.

**5. Intellectual Property**

5.1 Nothing in this Agreement grants the ME the right to use the MedCo logo.

**6. Charges**

6.1 The ME shall pay to MedCo any Charges stipulated by MedCo in the MedCo Charging Policy.

6.2 The ME shall pay the 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. The time within which MedCo must complete the Due Diligence in accordance with 3.1.1(a) shall not run until any such payment has been received.

6.3 In the event that the ME fails to pay MedCo the Charges by the due date, the Agreement shall be terminated unless an extension has been agreed by MedCo in accordance with clause 10.5.

6.4 All amounts payable by the ME 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 ME, the ME shall pay to MedCo such additional amounts in respect of VAT at the same time as payment is due under the Charging Policy.

6.5 The ME confirms that the Charges paid to MedCo are non-refundable, unless otherwise stated in the MedCo Charging Policy.

**7. Accreditation Training**

- 7.1 The ME shall personally undertake the Accreditation Training once it is made available and in accordance with the terms of this Clause 7.
- 7.2 The ME shall complete the Accreditation Training within 9 months of receiving Approval from MedCo.
- 7.3 Upon successful completion of the Accreditation Training, MedCo will undertake further Due Diligence then notify the ME of MedCo's Decision.
- 8. Liability and Indemnities**
- 8.1 The ME shall indemnify MedCo against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MedCo arising out of or in connection with:
- (a) any breach by the ME of the warranties contained in clause 4;
  - (b) any claim made against MedCo for actual or alleged infringement of a third party's intellectual property rights.
- 8.2 The maximum aggregate liability of MedCo under or in connection with this Agreement in respect of all claims by the ME 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 by the ME to MedCo pursuant to this Agreement.
- 8.3 With the exception of liability under an indemnity, which shall be unlimited, neither party shall be liable to the other party under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.
- 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.
- 8.5 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) as if they were actions or omissions of the relevant party.
- 9. Dispute Resolution Procedure**
- 9.1 If the ME considers that the decision not to grant Approval or the Decision made by MedCo in accordance with this Agreement is erroneous or defective (the 'Dispute'), the ME may make written representations to the MedCo Board within 14 days of receiving notification of either. The written representations will be considered by a member of the MedCo Board who was not involved in the Approval or taking the Decision. The ME will be notified upon receipt of the Dispute Notice of the date by which the Dispute Notice will be considered. A written response ('the Response') will be sent to the ME within 14 days of the consideration date.
- 9.2 No party may commence any court proceedings in relation to the whole or part of the Dispute until the Response has been served, provided that the right to issue proceedings is not prejudiced by a delay.
- 9.3 If the Dispute is not resolved by the Response, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 15 of this Agreement.

9.4 The provisions of clause 9 shall survive the termination or expiry of this Agreement.

**10. Termination**

10.1 This Agreement will terminate on either:

(a) the date that the ME is notified in writing that they do not have Approval to proceed; or

(b) the date the ME is notified, in writing, of MedCo's Decision.

10.2 Subject to clause 10.3, this Agreement will terminate if the ME fails to complete the Accreditation Training within 9 months of the Commencement Date.

10.3 The time period to commence or complete the Accreditation Training can be extended if MedCo has agreed an extension, in writing, prior to deadline elapsing.

10.4 MedCo or the ME shall be entitled to terminate this Agreement at any time by service of 14 days prior written notice on the other party.

10.5 This Agreement will terminate forthwith if the ME fails to pay any Charge within 30 days of receiving the invoice from MedCo, unless MedCo has agreed an extension, in writing, prior to the 30 days elapsing.

10.6 MedCo shall be entitled to terminate this Agreement forthwith if at any time the ME is suspended by their professional Regulatory Body.

**11. Confidentiality**

11.1 Each party shall ensure that all Confidential Information of the other party is kept confidential and shall apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information. Neither party shall make or cause or permit to be made or caused any use or disclosure of any Confidential Information except to the extent permitted under this Agreement.

11.2 Each party shall be permitted to disclose Confidential Information of the other party to the extent that it is required to do so by any Applicable Law or regulations or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal provided in any such case that:

(a) the disclosure or use is limited strictly to those parts of the Confidential Information of the other party which are required to be disclosed pursuant to this Clause 11; and

(b) each party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.

11.3 The obligations contained in Clauses 11.1 to 11.2 shall not apply to any Confidential Information of either party:

(a) to the extent that such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other party at the time of the disclosure except as a result of any breach by that other party of its obligations hereunder; or

(b) to the extent that the other party acquires or has acquired such Confidential Information free from any obligation of confidentiality from a third party who is not in breach of any obligation as to confidentiality.



- 11.4 Either party may disclose Confidential Information to its Personnel, officers, insurers or reinsurers who require such Confidential Information for the purpose of carrying out the party's obligations under this Agreement. Each party shall ensure that all of its Personnel or officers to which Confidential Information is disclosed are aware prior to receiving the Confidential Information in question of the confidential nature of the Confidential Information and of the relevant party's obligations pursuant to this Clause 11.
- 11.5 Neither party shall make any announcement in relation to the matters contemplated in this clause, in each case, save with the prior written consent of the other party.
- 11.6 Each party may, provided that the other party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 11.7 Upon termination of this Agreement, at the request of MedCo, the ME shall destroy or return to MedCo all documents and materials (and any copies) containing, reflecting, incorporating or based on MedCo's Confidential Information and certify in writing to MedCo that it has complied with this clause.
- 11.8 Each party acknowledges that damages alone would not be an adequate remedy for the breach of this Clause 11, accordingly, without prejudice to any other rights and remedies it may have, each party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of this Clause 11.
- 11.9 The provisions of clause 11 shall survive the termination or expiry of this Agreement.

**12. Force Majeure**

- 12.1 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.
- 12.2 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 other. 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 12.

**13. Assignment and Sub-Contracting**

- 13.1 This Agreement and all rights under it may not be assigned or transferred by the ME.
- 13.2 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.
- 13.3 To the extent either party is permitted to sub-contract their rights or obligations under this Agreement in accordance with this clause 13, it should
- (a) enter into a written agreement with its sub-contractors which contain terms no less onerous than in this Agreement, which should include, for the avoidance of doubt, the provisions contained in Schedule 2; and
  - (b) remain liable to the other party for the acts and omissions of any of its sub-contractors.

**14 Entire Agreement**

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

**15. Proper Law and Jurisdiction**

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

**16. Notices**

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

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

(b) sent by email to the email address provided by the ME.

16.2 Any notice shall be deemed to have been received:

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

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

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, it shall be deferred until Business Hours resume.

**17. Variations**

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

**18. Severability**

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

**19. Waiver**

19.1 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.

19.2 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.

**20 Parties**

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

## **Schedule 1**

### **Ethics Policy**

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

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

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

#### **The Standards**

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

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

#### **Applying the Standards**

As an Authorised User, MRO, or Accredited Expert you must make sure that you are familiar with the standards and that you keep to them. If concerns are raised about you as an

Authorised User, MRO, or Accredited Expert, MedCo may consider such factors as it at its own discretion considers necessary (including without limitation the factors set out in this policy) when deciding whether it needs to take any action.

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

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

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

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

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

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

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

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

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

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

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

You must maintain high standards of both personal and professional conduct so as to ensure that the general public and all other Authorised Users, MROs and Accredited Experts will have

confidence in you as an Authorised User or MRO of MedCo or as an Accredited Expert and your actions should not undermine confidence in the MedCo Service. MROs are expected to co-operate with MedCo and its Personnel in a professional manner. Unacceptable behaviour towards MedCo Personnel will not be tolerated.

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

You must inform MedCo immediately if you have important information about your conduct or competence, or about the conduct and competence of any other MedCo Authorised User or MRO or Expert which comes to your attention, to the extent it is permitted by Applicable Law. 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;
- You are disciplined by your professional regulator;
- You are referred on any conduct issue to a Regulatory Body
- Any allegation of serious misconduct or criminal offences is made against you;
- You are suspended or placed under a practice restriction because of concerns about your conduct or competence;
- You have been declared bankrupt, entered into any individual voluntary arrangements or had a County Court judgment issued against you.

MedCo will investigate any report they receive about you in accordance with this policy and the terms of your Agreement. MedCo will take such action as it considers necessary, which may include removing your access to the MedCo Database or your Accredited status and reporting you to your Regulatory Body as appropriate.

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

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

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

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

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

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

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

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

This will include (but is not limited to):

Making full and frank disclosure of any Direct Financial Link that one Authorised User may have with a MRO or Direct Medical Expert (or vice versa) and keeping that disclosure updated if there are any changes;

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

Not providing any misleading information in their dealings with MedCo;

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

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

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

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

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

## Schedule 2

Without limitation to the obligation in Clause 3.2.1(d) to comply with all Applicable Law, the Parties agree to comply with the specific laws and regulations set out in this Schedule 2.

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

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

### 2. Data Protection Requirements

2.1 The ME shall comply with the Data Protection Legislation or other relevant data protection legislation or regulatory provisions at all times and shall procure that no action or inaction of the ME shall put MedCo in breach of the Data Protection Legislation when Processing data. in connection with this Agreement.:

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

2.2.1 any Personal Data:

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

2.2.1.2 is accurate and up to date.

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

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

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

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

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

2.4 The ME shall notify MedCo promptly, and in any event within 24 hours, should it



receive a request or enquiry from a Data Protection Regulator or Data Subject with regard to the Personal Data and keep MedCo regularly updated on all such enquiries.

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

- 3.1 Each party shall ensure that it and persons associated with it or other persons who are performing services in connection with this Agreement shall:
- (a) comply with all Applicable Laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) not do, or omit to do, any act that will cause or lead MedCo to be in breach of any of the Relevant Requirements or Relevant Policies.
  - (d) immediately report to MedCo any request or demand for any undue financial or other advantage of any kind received by the ME in connection with the performance of this Agreement;
  - (e) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("the Relevant Policies"), to ensure compliance with the Relevant Requirements, the Relevant Policies and schedule 2 clause 3.1(b), and will enforce them where appropriate.
- 3.2 The ME if requested, shall provide MedCo with any reasonable assistance, at the ME's reasonable cost, to enable MedCo to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements
- 3.3 The ME shall immediately notify MedCo if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to warrant its compliance with the obligations in clause 2.1 at the relevant time.
- 3.4 For the purpose of schedule 2 clause 3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 3.5 Regardless of any other provision in this Agreement, MedCo shall not be obliged to, or omit to do any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.