

# **GMC Revalidation Web Services**

## **Licence Agreement**

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<b>Version:</b>	3.1
<b>Status:</b>	Final
<b>Date:</b>	15 November 2018
<b>Document Reference:</b>	WS01

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## AGREEMENT

### Parties

(1) **The General Medical Council**, a registered charity in England and Wales with number 1089278 and Scotland with number SC037750 whose registered office is at 350 Euston Road London NW1 3JN (**GMC**).

(2) [INSERT FULL NAME OF DESIGNATED BODY BELOW]

whose principal place of business is at [INSERT ADDRESS BELOW]

(Licensee).

### Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement and in any other agreement between the parties.

**API Data:** the data or information contained in the API Materials (including any code or other reference to designated bodies under the Revalidation Programme).

**API Materials:** any documents (whether in hard copy, electronic or any other form) supplied by the GMC under this Agreement relating to or connected with a Link Module (including the User Guide) and any updates and modifications sent by the GMC to the Licensee from time to time.

**API Permitted Use:** internal business use by the Licensee in the United Kingdom (which shall not include the use of the GMC API Materials by, or for the benefit of, any person other than an employee of the Licensee) for the purposes of the Licensee by itself developing, implementing and using a Link Module in the United Kingdom and maintaining that Link Module.

**API Sublicensee Permitted Use:** internal business use by the Sublicensee in the United Kingdom (which shall not include the use of the GMC API Materials by, or for the benefit of, any person other than an employee of the Sublicensee) for the purposes of developing, implementing, licensing and supplying a Link Module to the Licensee in the United Kingdom and maintaining that Link Module.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date at the head of this Agreement.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the GMC Materials who need to know the confidential information in question (**Representatives**) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

**Data:** API Data and Revalidation Data.

**GMC API Materials:** the API Data and the API Materials.

**GMC Materials:** GMC API Materials and GMC Revalidation Materials.

**GMC Revalidation Materials:** the Revalidation Data and the Revalidation Materials.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Licence:** the licence granted in clause 2.

**Licensee System:** any information technology system or systems owned or operated by the Licensee on which GMC Materials are held or used.

**Licensee User:** any employee of the Licensee authorised by the Licensee to access and use the GMC Materials.

**Licensee User Restrictions:** the obligations set out in Schedule 1.

**Link Module:** the software module enabling a responsible officer at the Licensee to connect electronically with the GMC's systems for the purposes of the Revalidation Programme.

**Revalidation Data:** the data or information contained in the Revalidation Materials (including any code or other reference to designated bodies under the Revalidation Programme).

**Revalidation Materials:** any documents (whether in hard copy, electronic or any other form) supplied by the GMC under this Agreement relating to or connected with

one or more medical practitioners and any updates and modifications sent by the GMC to the Licensee from time to time.

**Revalidation Permitted Use:** internal business use by the Licensee in the United Kingdom (which shall not include the use of the GMC Materials by, or for the benefit of, any person other than an employee of the Licensee) for the purposes of the Licensee's participation in the Revalidation Programme.

**Revalidation Programme:** the GMC's programme for the revalidation of medical practitioners in the United Kingdom.

**Sublicensee:** a third party entity engaged by the Licensee under a Sublicence Agreement for the purposes described in clause 2.1.1 or 2.1.2 as appropriate.

**Sublicence Agreement:** an agreement in writing between the Licensee and a Sublicensee.

**Sublicence Terms:** terms which (a) apart from the change of names of the parties, are substantially the same as the terms of this Agreement (except that there shall be no right for the Sublicensee to grant sub-sub-licences), (b) exclude or limit all liability on the GMC as far as legally practicable and (c) provide for automatic termination of the Sublicence Agreement on any termination of this Agreement.

**Term:** the period starting on the Commencement Date and ending on termination of this Agreement for any reason.

**Terms of Use:** the terms set out in paragraph 2 of the User Guide.

**User Guide:** the GMC Revalidation API User Guide v2.0 provided by the GMC to the Licensee and any updates and modifications sent by the GMC to the Licensee from time to time.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.

- 1.8 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
2. Licence
- 2.1 In consideration of the obligations undertaken by the Licensee in this Agreement, the GMC grants to the Licensee a non-exclusive, non-transferable, revocable, licence subject to the Licensee User Restrictions:
- 2.1.1 to use (but not modify) the GMC Revalidation Materials and store the GMC Revalidation Materials on the Licensee System for the Revalidation Permitted Use only during the Term; and
- 2.1.2 to use (but not modify) the GMC API Materials and store the GMC API Materials on the Licensee System for the API Permitted Use only during the Term.
- 2.2 The Licensee shall be entitled to grant sublicences of:
- 2.2.1 its rights in clause 2.1.1 to a Sublicensee for the purposes only of hosting the operation of the Licensee System.
- 2.2.2 its rights in clause 2.1.2 to a Sublicensee for the API Sublicensee Permitted Use only.
- The Licensee shall promptly after entry into each Sublicence Agreement confirm to the GMC in writing that the Sublicence Agreement complies with the Sublicence Terms.
- 2.3 The Licensee shall observe the Licensee User Restrictions and shall not use, modify, distribute, supply or deal with the GMC Materials (nor allow or authorise any third party to do so) except as expressly set out in this Agreement.
- 2.4 The Licensee shall indemnify the GMC against any cost, claim or expense arising as a result of the exercise of any of the Licensee's rights under this Agreement (whether by the Licensee, any Sublicensee, or any other third party) and/or from any use of the Link Module by the Licensee or any Sublicensee or other third party (except to the extent that that cost, claim or expense results from a breach by the GMC of its obligations under clause 8.1 below).
3. Confidentiality
- 3.1 Each party shall keep the other party's Confidential Information confidential and shall not:
- 3.1.1 use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (**Permitted Purpose**); or
- 3.1.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

- 3.2 The term Confidential Information does not include any information that:
- 3.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 3);
  - 3.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - 3.2.3 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
  - 3.2.4 was known to the receiving party before the information was disclosed to it by the disclosing party; or
  - 3.2.5 the parties agree in writing is not confidential or may be disclosed.
- 3.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
- 3.3.1 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 3.3.2 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 3.
- 3.4 The Licensee acknowledges that the GMC's Confidential Information includes any software or other materials created by the GMC in connection with the GMC Materials.
- 3.5 A party may disclose Confidential Information to the extent required for the purposes of responding to a request under the Freedom of Information Act 2000 or otherwise required 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 the disclosure as possible.
- 3.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.
- 3.7 The provisions of this clause 3 shall continue to apply after termination of this Agreement.
4. Audit
- 4.1 The Licensee shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records (**Records**) showing, during the previous three years the steps taken by the Licensee to comply with the Licensee User Restrictions and its other obligations under this Agreement. The Licensee shall

ensure that the Records are sufficient to enable the GMC to verify the Licensee's compliance with its obligations under this Agreement.

4.2 The Licensee shall permit the GMC and its third party representatives, on reasonable notice during normal business hours, to:

4.2.1 gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at the Licensee's premises or on the Licensee System; and

4.2.2 inspect all Records and Licensee Systems relating to the use of the GMC Materials,

for the purpose of auditing the Licensee's compliance with its obligations under this Agreement including the Licensee User Restrictions. Such audit rights shall continue for one year after termination of this Agreement. The Licensee shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of one year after termination of this Agreement.

4.3 The Licensee shall procure that any Sublicensee shall comply with obligations equivalent to those of the Licensee in clauses 4.1 and 4.2.

5. Announcements

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

6. Security and data protection

6.1 The Licensee shall ensure that the GMC Materials are kept secure and shall use the best available security practices and systems applicable to the use of the GMC Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the GMC Materials. The Licensee agrees to co-operate with the GMC's reasonable security investigations.

6.2 If the Licensee becomes aware of any misuse of any the GMC Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the GMC Materials or otherwise adversely affect the GMC, the Licensee shall, at the Licensee's expense, promptly notify the GMC and fully co-operate with the GMC to remedy the issue as soon as reasonably practicable.

6.3 The Licensee warrants that it will comply with its obligations under all applicable data protection laws (**Data Protection Requirements**) and shall process any personal data it receives from the GMC pursuant to this Agreement strictly in accordance with Schedule 2.

7. Intellectual property rights ownership

7.1 The Licensee acknowledges that:

- 7.1.1 all Intellectual Property Rights in the GMC Materials are the property of the GMC or its licensors, as the case may be; and
- 7.1.2 it shall have no rights in or to the GMC Materials other than the right to use them in accordance with the express terms of this Agreement.
- 7.2 The Licensee assigns to the GMC, and shall assign to it, with full title guarantee all Intellectual Property Rights in any development of the GMC Materials it may create, by way of future assignment.
- 7.3 Subject to clauses 7.1 and 7.2, all Intellectual Property Rights in the Link Module are the property of the Licensee, the Sublicensee or their respective licensors, as the case may be.
- 7.4 The Licensee shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the GMC's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 7.5 The Intellectual Property Rights assigned to the GMC under clause 7.2 shall be deemed to be included in the Licence from the date when such rights arise.
- 7.6 Any display of the Link Module by the Licensee shall credit, wherever technically and commercially feasible, the GMC, any licensor of the GMC or any other source of the GMC Materials specified by the GMC as the source of the GMC Materials.
8. Intellectual property rights obligation
- 8.1 The GMC undertakes to defend the Licensee from and against any claim or action that the provision, receipt or use of the GMC Materials (wholly or in part) infringes any UK Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Licensee as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Licensee, the Licensee shall:
- 8.1.1 give written notice of the IPR Claim to the GMC as soon as reasonably practicable;
- 8.1.2 not make any admission of liability in relation to the IPR Claim without the prior written consent of the GMC;
- 8.1.3 at the GMC's request and expense, allow the GMC to conduct the defence of the IPR Claim including settlement; and
- 8.1.4 at the GMC's expense, co-operate and assist to a reasonable extent with the GMC's defence of the IPR Claim.
- 8.2 Clause 8.1 shall not apply where the IPR Claim in question is attributable to:
- 8.2.1 possession, use, development, modification or retention of the GMC Materials (wholly or in part) by the Licensee other than in accordance with this Agreement;
- 8.2.2 use of the GMC Materials (wholly or in part) in combination with any hardware or software not supplied or specified by the GMC to the extent that the infringement

- would have been avoided by the use of the GMC Materials (wholly or in part) not so combined; or
- 8.2.3 use of the GMC Materials (wholly or in part) in combination with any data not supplied or specified by the GMC to the extent that the infringement would have been avoided by the use of the GMC Materials (wholly or in part) not so combined.
- 8.3 If any IPR Claim is made, or in the GMC's reasonable opinion is likely to be made, against the Licensee, the GMC may at its sole option and expense:
- 8.3.1 procure for the Licensee the right to continue using, developing, modifying or retaining the GMC Materials (wholly or in part) in accordance with this Agreement;
- 8.3.2 modify the GMC Materials (wholly or in part) so that they cease to be infringing;
- 8.3.3 replace the GMC Materials (wholly or in part) with non-infringing items; or
- 8.3.4 terminate this Agreement immediately by notice in writing to the Licensee and require the Licensee to return the GMC Materials and all copies of each of them.
- 8.4 This clause 8 constitutes the Licensee's sole and exclusive remedy and the GMC's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 10.
9. Warranties
- 9.1 The GMC warrants that it has the right to license the use of the GMC Materials as specified in this Agreement.
- 9.2 The Licensee warrants that the Link Module will perform in accordance with the GMC Materials throughout the Revalidation Programme.
- 9.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 9.4 Without limiting the effect of clause 9.2, the GMC does not warrant that:
- 9.4.1 the GMC Materials are accurate, complete, reliable, secure, useful, fit for purpose or timely; or
- 9.4.2 the GMC Materials have been tested for use by the Licensee or any third party or that the GMC Materials will be suitable for or be capable of being used by the Licensee or any third party.
10. Limitation of liability
- 10.1 Neither party excludes or limits liability to the other party for:
- 10.1.1 fraud or fraudulent misrepresentation;
- 10.1.2 death or personal injury caused by negligence;
- 10.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- 10.1.4 any matter in respect of which it would be unlawful for the parties to exclude liability.
- 10.2 Subject to clause 10.1, the GMC shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 10.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 10.2.2 any loss or corruption (whether direct or indirect) of data or information;
- 10.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 10.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 10.3 Subject to clause 10.1, the GMC's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to £5,000.
11. Term and termination
- 11.1 This Agreement shall commence on the Commencement Date and shall remain in force, unless terminated earlier in accordance with clause 11.2 or by the GMC by giving written notice the Licensee on any cessation or suspension of the Revalidation Programme or any withdrawal of the GMC Materials.
- 11.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 11.2.1 the other party commits a material breach of any term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 11.2.2 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts, (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the other provisions of this clause 11.2.2 apply;
- 11.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than

- for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 11.2.6 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 11.2.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
- 11.2.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.2 to clause 11.2.8 (inclusive);
- 11.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 11.2.11 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 11.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 11.4 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 11.5 On any termination of this Agreement for any reason or expiry of the Term, the Licensee shall immediately ensure that there is no further use of the GMC Materials and the Data by or on behalf of the Licensee.
- 11.6 On any termination of this Agreement for any reason or expiry of the Term:
- 11.6.1 each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with this Agreement including all materials containing or based on the other party's Confidential Information; and
- 11.6.2 without limiting the effect of clause 11.6.1, the Licensee shall as soon as reasonably practicable ensure that all GMC Materials are deleted from the Licensee System.
- 11.7 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under clause 11.6, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not

be in breach of clause 11.6 with respect to the retained documents or materials, but clause 3 shall continue to apply to them.

12. General

12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control.

12.2 This Agreement is personal to the Licensee and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the GMC (which is not to be unreasonably withheld or delayed). The GMC may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the Licensee.

12.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12.5 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first class post, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause 12.5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall not include e-mail.

12.6 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

12.7 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 12.8 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 12.9 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 12.10 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.11 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.
- 12.12 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the end of it.

**Schedule 1 - Licensee User Restrictions**

1. The Licensee shall:
  - 1.1 limit access to the GMC Materials to the Licensee Users and employees of Sublicensees (if any);
  - 1.2 only make copies of the GMC Materials to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
  - 1.3 not use the GMC Materials for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
  - 1.4 not extract, reutilise, use, exploit, redistribute, disseminate, copy or store the GMC Materials for any purpose not expressly permitted by this Agreement;
  - 1.5 not copy, modify, decompile, reverse engineer or create derivative works from the GMC Materials, except to the extent permitted by any applicable law;
  - 1.6 not do anything which may damage the reputation of the GMC, the GMC Materials, including by way of using the GMC Materials (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence; and
  - 1.7 comply with all provisions of the Terms of Use.
2. The Licensee shall not use any or all of the GMC's trade marks and logos for any purpose without the prior written consent of the GMC.

## Schedule 2 – Data Protection

1. Definitions
  - 1.1 For the purposes of this Agreement "personal data", "process/processing", "data controller", "data processor", and "data subject" shall have the same meaning as in the General Data Protection Regulation (GDPR).
  - 1.2 Personal Data means the personal data provided by GMC to the Licensee in relation to this Agreement and includes, without limitation, the Revalidation Data.
  - 1.3 Capitalised terms not defined in this Schedule 2 shall have the same meaning as in clause 1 of the Agreement.
2. Personal Data sharing
  - 2.1 The GMC shall supply to Licensee via the API certain Personal Data solely for the purpose of the Licensee's participation in the Revalidation Programme.
  - 2.2 The parties acknowledge and agree that:
    - 2.3 the sharing of the Personal Data is from the GMC as a data controller to the Licensee as a data controller. After the GMC loads the Personal Data on the API, the Licensee shall process the Personal Data on the API as a data controller solely for the purpose of the Licensee's participation in the Revalidation Programme, and the GMC shall remain the data controller of the Personal Data that it has retained on its systems;
      - 2.3.1 the sharing of the Personal Data for the purpose of the Licensee's participation in the Revalidation Programme is necessary in order for designated bodies to maintain accurate lists of their doctors and provide a facility to send appropriate revalidation recommendations to the GMC.
      - 2.3.2 the GMC's basis for sharing the Personal Data with the Licensee is subject to the information sharing provisions contained in the Medical Act 1983.
      - 2.3.3 the Personal Data shall include the following types of personal data about doctors:
        - (a) first and last name;
        - (b) details of their designated body;
        - (c) GMC Reference Number;
        - (d) revalidation-related information including whether a doctor is "under notice" for the purposes of revalidation; and
        - (e) any other Personal Data which may be necessary to share in the future for the purpose of the Licensee's participation in the Revalidation Programme and notified to the Licensee by the GMC in writing; and

- 2.3.4 they will work together in good faith every two years during the term of this Agreement to assess the ongoing effectiveness of the Personal Data sharing and this Schedule 2.
- 2.4 GMC's obligations
- 2.4.1 GMC warrants and undertakes that the Personal Data provided to Licensee has been collected, processed and transferred in accordance with the applicable data protection laws.
- 2.5 Licensee's obligations
- 2.5.1 The Licensee shall process the Personal Data strictly in accordance with the applicable data protection laws.
- 2.5.2 The Licensee shall process the Personal Data solely for the purpose of the Licensee's participation in the Revalidation Programme.
- 2.5.3 The Licensee shall process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. Without limitation to the generality of the foregoing, such measures shall as a minimum include (i) the measures set out in the GMC Revalidation Web Services User Guide notified by GMC to the Licensee and (ii) the Licensee participating in any reasonable information security assessment required by the GMC and complying with the security measures identified through that information security assessment.
- 2.5.4 The Licensee shall notify the GMC without delay, and within 24 hours of becoming aware of any accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access or any other form of unauthorised or unlawful processing of the Personal Data.
- 2.5.5 The Licensee shall have in place procedures so that any third party it authorises to have access to the Personal Data, including data processors, shall respect and maintain the confidentiality and security of the Personal Data and shall apply technical and organisational security measures that are at least as comprehensive as those that the Licensee is required to have in place under this Agreement. Any person acting under the Licensee's authority, including a data processor, shall be obligated to process the Personal Data only on the Licensee's instructions, but this provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data. Additionally, any such data processor acting on behalf of multiple licensees should make every reasonable effort to segment the personal data and only share personal data with the requisite licensee.
- 2.5.6 The Licensee shall identify to GMC a contact point authorised to respond to enquiries concerning processing of the Personal Data, and will cooperate in good faith with the GMC, the data subjects and the Information Commissioner's Office concerning all such enquiries within a reasonable time.
- 2.5.7 The Licensee shall notify the GMC promptly, and in any event within five (5) working days, of any inquiry, communication, request or complaint received from (i) any governmental, regulatory or supervisory authority, including (without limitation) the Information Commissioner's Office or (ii) any data subject, relating to the

Revalidation Programme, the Personal Data or any obligations under the applicable data protection laws.

- 2.5.8 The Licensee shall have appropriate processes in place to enable individuals to exercise their rights in relation to the Personal Data, including without limitation to deal with information rights requests under Articles 13 – 22 (inclusive) of the GDPR or, where applicable, requests under the Freedom of Information Act 2000.
- 2.5.9 The Licensee shall not disclose or transfer the Personal Data to a third party located outside the European Economic Area (EEA) without notifying the GMC and having imposed the appropriate obligations on that third party in order to ensure an adequate level of protection for the Personal Data.
- 2.6 Upon the GMC's reasonable request, the Licensee shall submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the GMC (or any independent or impartial inspection agents or auditors, selected by the GMC and not reasonably objected to by the Licensee) to ascertain compliance with the warranties and undertakings in this Schedule 2 with reasonable notice and during regular business hours.
- 2.6.1 On any termination of this Agreement for any reason or expiry of the Term, the Licensee shall comply with clauses 11.5, 11.6 and 11.7 of the Agreement.
- 2.6.2 The Licensee shall indemnify and keep the GMC indemnified in respect of all and any claims, proceedings or actions brought against the GMC arising out of any breach by the Licensee of the provisions of this Schedule 2.

**Required information and signatures**

The information to be supplied to the GMC by a prospective licensee to set up a revalidation web services/API account is as follows:

Licensee details	Designated body name	
	Organisation Address	
	Contact name	
	Contact job role	
	Contact phone number	
	Contact email address	
Third party details	Are you using an intermediary systems provider to access GMC systems on your behalf?	Yes No
	Name of intermediary (if applicable)	
	Contact name	
	Contact job role	
	Contact phone number	
	Contact email address	
IP address information – may not be required if using an intermediary.	Test IP address(es)	
	Live IP address(es)	

**Please note:**

- **If you are using an intermediary systems provider we will share your Designated Body code directly with them unless you explicitly ask us not to.**
- **If you change intermediary systems provider, you should inform us immediately.**

Signature:	
Name:	
Role:	
for and on behalf of [insert NAME OF LICENSEE]:	
Date:	