

This service agreement ("Agreement") is a legally binding agreement between you (the User) and Motor Insurers' Bureau (Company Number 0287255) whose registered office is at Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT ('MIB') for the User to access to certain data contained within askCUE PI Reference Number Check (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 YOU AGREE TO THE TERMS OF THIS LICENCE AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES.

## 1 DEFINITIONS

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

<b>"askCUE PI Reference Number Check"</b>	the means by which a User may have on-line access to certain information relating to an Enquiry in the manner stipulated by MIB from time to time;
<b>"Claimant"</b>	has the meaning set out in the Pre-Action Protocol;
<b>"Claimant's Legal Representative"</b>	the Legal Representative of the Claimant;
<b>"the Commencement Date"</b>	the date upon which the User accepts the terms of this Agreement by clicking on the "accept" button.;
<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 memory and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any group company of that party for the time being confidential to that party or any of that party's group companies and trade secrets including, without limitation, technical data and know-how relating to the business of either party or of any of that party's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;
<b>"Data"</b>	the data (or any part of it) provided to the User (or to any authorised representative of the User) by MIB (or on its behalf) by way of askCUE PI Reference Number Check or otherwise in response to or in relation to an Enquiry;
<b>"Data Retention Policy"</b>	the Data Retention Policy as defined in clause 8.3(c)
<b>"Data Subject"</b>	shall have the meaning set out in the Data Protection Act

	1998;
<b>"Declaration"</b>	means the relevant declaration to be made by each User for each Enquiry set out at <a href="http://www.mibservices.org.uk/insurercheck">www.mibservices.org.uk/insurercheck</a> ;
<b>"DPA"</b>	without prejudice to clause 1.2(a), the Data Protection Act 1998 and any other relevant data protection and privacy legislation or regulatory provisions;
<b>"Enquiry"</b>	means, for the Permitted Purpose the submission of Input Data;
<b>"ICO"</b>	"Information Commissioner's Office";
<b>"Input Data"</b>	the Input Data required by MIB as set out at Schedule 1 or as otherwise stipulated by MIB from time to time;
<b>"Legal Representative"</b>	has the meaning set out in the Pre-Action Protocol;
<b>"Other Third Party"</b>	any organisation that is not covered by the User's ICO registration;
<b>"Permitted Purpose"</b>	the purposes for which Users may use the Data are: <ul style="list-style-type: none"> <li>(a) validation by the User that a search has been made on 'askCUE PI' (<a href="http://www.askcue.co.uk">www.askcue.co.uk</a>) in relation to a road traffic accident in accordance with the Pre-Action Protocol; and</li> <li>(b) in the event that a match is not found in relation to an Enquiry on the askCUE PI Reference Number Check, to confirm to the relevant Claimant's Legal Representative that a match has not been found; and</li> <li>(c) such other purposes stipulated by MIB in writing from time to time;</li> </ul>
<b>"Personnel"</b>	all persons employed by or on behalf of MIB or all persons employed by the User (as appropriate) to perform its obligations under this Agreement together with MIB's or the User's (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;
<b>"Personal Data"</b>	shall have the meaning set out in the Data Protection Act 1998;

<b>“Pre-Action Protocol”</b>	the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents from 31 July 2013;
<b>“Process(ing)”</b>	shall have the meaning set out in the Data Protection Act 1998;
<b>“Self-Insured Organisation”</b>	a person falling within the exceptions in section 144 of the Road Traffic Act 1998;
<b>“User”</b>	an MIB Member or Self-Insured Organisation in line with the exceptions under 144 of the RTA, or any other person or organisation who carries out an askCUE PI Reference Number Check for the Permitted Purpose;
<b>"Working Day"</b>	any day save for Saturday, Sunday and public holidays in England.

## 1.2 In this Agreement:

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

## 2 Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue until the completion of the provision of the relevant Data by MIB to the User.

## 3 Obligations

- 3.1 From the Commencement Date until termination of this Agreement without creating an obligation so to do (upon MIB being satisfied that the Data may be legally disclosed to the User), MIB shall use its reasonable endeavours to make the Data available to the User only in accordance with the terms of this Agreement. However, MIB does not warrant the availability of access to askCUE PI Reference Number Check and, without prejudice to any other right or

askCUE PI Reference Number Check Service Agreement

March 2016

Version: 2.0

Owner: Head of Data Services

Public Domain

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remedy MIB may have, it reserves the right to withdraw the askCUE PI Reference Number Check without notice and without limitation, in order to undertake maintenance of the website (including but not limited to emergency maintenance) and or in the event of network failure and or for compliance and or security reasons. MIB cannot control the timing or length of such downtimes and as a result MIB does not guarantee access to askCUE PI Reference Number Check at any particular time.

- 3.2 MIB reserves the right to alter or modify the provision to the User of access to askCUE PI Reference Number Check and or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend MIB's existing services.
- 3.3 Save as is required for the Permitted Purpose or related regulatory compliance purposes or by operation of law, the User shall not sell Data to any third party or otherwise seek to receive consideration for the Data nor use Data for testing purposes nor create or add to any other Database using any part of the Data.

#### **4 Access to and Use of askCUE PI Reference Number Check**

- 4.1 Subject to the User fully complying with its obligations pursuant to this Agreement, MIB grants to the User a non-exclusive licence to use the Data PROVIDED THAT such use shall be for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the User or similar documentation in force from time to time.
- 4.2 The User may only undertake a search of the askCUE PI Reference Number Check and the Data in respect of the Permitted Purpose and may not under any circumstances undertake searches of a general or speculative nature, nor use information obtained from the askCUE PI Reference Number Check for purposes of promoting its products or services or soliciting customers
- 4.3 Subject to the User's statutory obligations pursuant to the DPA, the User warrants and undertakes to MIB that:
  - (a) it will not attempt to access and or use any Data for any purposes other than the relevant Permitted Purpose or access and or use any Data in a manner incompatible with the Permitted Purpose;
  - (b) it will conduct all searches against the askCUE PI Reference Number Check (directly or indirectly) within its legal entitlement only;
  - (c) unless otherwise agreed in writing between the parties, it will not transfer Data to any third party (unless for a Permitted Purpose), nor will it permit any third party who is not an Other Third Party, to obtain access to the askCUE PI Reference Number Check and or the Data at any time;
  - (d) it will not create any database from the data provided by the askCUE PI Reference Number Check or derived from the Data for any other purpose other than the Permitted Purpose;
  - (e) it will not retain any part of the Data any longer than wholly necessary for the Permitted Purpose or regulatory compliance requirements or by operation of law;

- (f) it will not process for any purpose, and shall delete irretrievably and promptly, any Data received in respect of an Enquiry which was submitted to askCUE PI Reference Number Check erroneously, or any Data received which does not relate to the subject matter of the Enquiry;
- (g) without prejudice to clause 4.3(a), it will notify MIB promptly where the User reasonably believes that the askCUE PI Reference Number Check appears to contain an error;
- (h) unless otherwise agreed in writing between the parties, it will not re-sell the Data or use the Data for marketing, research, analysis or profiling purposes at any time;
- (i) it will not transfer any Data outside the European Economic Area, unless such transfer fully complies at all times with the provisions of the DPA and other relevant laws, regulations and codes of practice;
- (j) any information provided by or on behalf of it to MIB (or any representative of MIB) in relation to making any Enquiry or receiving the Data or in relation to the decision by MIB to grant the User access to or to maintain its access to askCUE PI Reference Number Check is true, accurate and not misleading and the User hereby undertakes to notify MIB in writing immediately of any information of which it is aware which would render the information previously supplied by the User untrue, inaccurate or misleading;
- (k) it will immediately inform MIB of any breach of this agreement;
- (l) it will not have any interest or right of ownership whatsoever (including any intellectual property right) in the askCUE PI Reference Number Check or the Data and that if any such rights do arise in favour of the User, it shall promptly on the written instruction of MIB assign or procure the assignment irrevocably to MIB (or such party or parties nominated by MIB);
- (m) it must adhere, at all times, to any other lawful instructions from MIB in its use of the askCUE PI Reference Number Check and or the Data provided by the askCUE PI Reference Number Check and in all related documentation supplied to consumers, press and other media;
- (n) 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 askCUE PI Reference Number Check;
- (o) it will notify MIB as soon as reasonably possible if the User becomes aware of any complaint regarding the use of data that will lead to or is likely to lead to press involvement and or the involvement of a Member of Parliament or other government representative;
- (p) it will deal with all enquiries from MIB relating to its access to askCUE PI Reference Number Check or the processing of the Data promptly and properly and that all reasonable co-operation and copy documentation shall be provided to MIB in the course of all its enquiries in such regard;

- (q) it has full legal authority to receive the Data and that the answers provided by the User to MIB in relation to any questions asked by MIB were, and the relevant Declaration it has made was full, true and accurate in all respects;
- (r) it shall retain the Data in confidence at all times save to the extent:
  - (i) required for the Permitted Purpose; or
  - (ii) that it is required to disclose the Data pursuant to any statutory or regulatory authority of competent jurisdiction;

4.4 MIB shall be entitled to create or collect any reasonable data or information about the User's use of the askCUE PI Reference Number Check in respect of the number of enquiries the User makes, regulatory and or compliance requirements or by operation of law, and transfer such data to certain third parties (including but not limited to the Insurance Fraud Bureau) for the purposes of fraud prevention and detection or as otherwise reasonably stipulated by MIB from time to time.

4.5 So far as law allows, the User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.

## 5 Audit

5.1 During the term of this Agreement and for a period of 18 months (or other period reasonably stipulated by MIB) after the termination or expiry of this Agreement MIB (or its representatives) may (subject to such representative complying with the confidentiality provisions set out in clause 10 of this Agreement) conduct an audit of the User's compliance with any, and all, of its obligations and undertakings under this Agreement, including compliance with any relevant legislation or regulations pertaining to these obligations and undertakings. The User agrees to make all relevant records and staff available for this purpose, upon reasonable request.

## 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:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Finance Director of MIB and a member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) shall attempt in good faith to resolve the Dispute;
- (b) if the Finance Director of MIB and member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) who shall attempt in good faith to resolve it; and

- (c) if the Chief Executive of MIB and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice unless otherwise agreed in writing between the parties.
- 6.2 No party may commence any court proceedings under clause 14 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.
- 6.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 14 of this Agreement.

## 7 Liability

- 7.1 The User hereby acknowledges and agrees that information relating to the Data shall be supplied by third parties, and that MIB has no control whatsoever over the accuracy, completeness, availability and or usefulness (for a specified purpose or otherwise) of that data and MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, availability, ownership and or suitability of the Data or in relation to any delay in bringing the Data up to date and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Data in that regard.
- 7.2 The maximum aggregate liability of MIB under or in connection with this Agreement in respect of all claims by the User against MIB giving rise to the liability of MIB whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed the sum of £500.
- 7.3 Save as otherwise expressly stated in this Agreement and without prejudice to clause 7.2, neither party shall be liable under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.
- 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.

## 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, together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory authority.
- 8.2 Neither party shall do any act that puts the other party in breach of its obligations under the DPA (including but not limited to it being the "data controller" (for the purposes of the DPA) of the Data).
- 8.3 The User shall:
- (a) at all times comply with its obligations under the DPA, including but not limited to, taking appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA. When considering what measures are appropriate, the User shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected;
  - (b) within 7 days of written request by MIB provide to MIB a written description of the technical and organisational methods employed by the User for processing personal Data ;
  - (c) at all times, comply with and have a Data Retention Policy in place which fully complies with the requirements of the DPA (or as otherwise stipulated by MIB from time to time);
  - (d) ensure the reliability of its Personnel by vetting its Personnel appropriately who have access to Personal Data;
  - (e) provide adequate training in line with the User's information security obligations and its obligations under the DPA;
  - (f) subject to clause 8.3(a) , not disclose any Data which is Personal Data (as appropriate) to any third party in any circumstances without having assurances (in the manner stipulated by MIB from time to time) that the relevant third party has appropriate technical and organisation controls in place to prevent unauthorised or unlawful Processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA;
  - (g) immediately inform MIB of any breach of this clause;
  - (h) notify MIB immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data and shall, if a breach of security, loss or misuse, occurs, immediately take all reasonable steps necessary to:



- (i) remedy such breach, loss or misuse, or protect the Personal Data against any breach or threat;
- (ii) prevent an equivalent breach or misuse, in the future; and
- (iii) keep MIB notified of any communications about such breach, loss or misuse, whether that be with individuals whose personal data has been affected, the ICO or the media

such steps set out in clause 8.3(h)(i) and (ii) shall include any action or changes reasonably required by MIB. As soon as reasonably practicable the User shall provide to MIB full details (using such reporting mechanisms as may be specified by MIB from time to time) of any actual, potential or threatened breach or misuse of Personal Data and the steps taken by the User in respect of such breach, loss or misuse;

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

8.4 The User shall indemnify MIB against all actions expenses claims proceedings reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MIB for breach of statutory duty under the DPA which arises from the use disclosure or transfer of Personal Data by the User and its Personnel and or a breach of the provisions of this clause 8.

## 9 Third Party Rights

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

## 10 Confidentiality

10.1 The User shall keep in strict confidence all of MIB's Confidential Information and (except with the prior written consent of MIB) shall, and shall procure that its Personnel who work on its behalf shall:

- (a) not use or exploit MIB's Confidential Information in any way except for the purpose of this Agreement;
- (b) not disclose or make available 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 MIB'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) apply the same security measures and degree of care to MIB's Confidential Information it applies to its own Confidential Information; and
  - (e) 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.
- 10.2 The User 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. The User shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of that party.
- 10.3 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 10.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 10.4 All MIB's Confidential Information shall remain the property of MIB and MIB reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights in respect of MIB's Confidential Information are granted to the User and no obligations are imposed on MIB other than as expressly stated in this Agreement.
- 10.5 Except as expressly stated in this Agreement, MIB does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of MIB's Confidential Information.
- 10.6 The User 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, the User 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.
- 10.7 The User shall indemnify and keep fully indemnified MIB 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, sanctions and other costs and expenses suffered or incurred by MIB and or its associated companies arising from any breach of this Agreement by the User and from the actions or omissions of any of its Personnel).
- 10.8 The provisions of clause 10 shall survive the termination or expiry of this agreement.

## 11 Force Majeure

- 11.1 Neither 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.

- 11.2 If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement for a period in excess of 30 days then the non-defaulting party shall be entitled to terminate this Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 11 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 11.

## **12 Assignment and Sub-Contracting**

- 12.1 This Agreement and all rights under it may not be assigned or transferred by either party without the prior written approval of MIB (such approval not to be unreasonably withheld or delayed).
- 12.2 MIB 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 part, as it deems fit.

## **13 Entire Agreement**

This Agreement constitutes the entire agreement between the parties in respect of the subject matter covered by it and supersedes all previous communications, negotiations, understandings or representations whether oral or written between the parties.

## **14 Proper Law and Jurisdiction**

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

## **15 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 forty eight hours after being posted.

## **16 Variations**

MIB reserves the right to amend this Agreement from time to time by publishing any amended conditions which shall take effect from the time they are published. By using the askCUE PI Reference Number Check, the User acknowledges and agrees that MIB may amend, alter or delete any of the terms and conditions by publication of such changes on [www.askcue.co.uk](http://www.askcue.co.uk) and agrees to be bound by any such changes from the date of publication.

## **17 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.

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## 18 **Waiver**

- 18.1 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.
- 18.2 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.

## 19 **Anti-Bribery**

- 19.1 The User 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 the MIB to be in breach of any of the Relevant Requirements or Relevant Policies.
  - (d) immediately report to MIB any request or demand for any undue financial or other advantage of any kind received by the User in connection with the performance of this Agreement;
  - (e) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("Relevant Policies"), to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 19.1 (b), and will enforce them where appropriate.
- 19.2 The User shall indemnify MIB against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, MIB as a result of any breach of clause 19.1 by the User or any breach of provisions equivalent to clause 19.1 in any subcontract by any subcontractor.
- 19.3 The User if requested, shall provide MIB with any reasonable assistance, at the User's reasonable cost, to enable MIB 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.
- 19.4 The User 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 User in this clause 19 ("Relevant Terms"). The applicable

party shall be responsible for the observance and performance by such persons of the Relevant Terms.

19.5 Regardless of any other provision in this Agreement, MIB shall not be obliged to, or omit to so any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.

19.6 For the purpose of clause 19, 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

## **20 No partnership or agency**

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 The User confirms it is acting on its own behalf and not for the benefit of any other person.

## Schedule 1

### Input Data

Input Data field	Input Data format
askCUE PI reference number	Numeric
Accident date	DD/MM/YYYY