



GMC Services International Limited

**Regent's Place
350 Euston Road
London
NW1 3JN**

GMC SERVICES INTERNATIONAL LIMITED

LRMP DOWNLOAD SERVICE

Licence Agreement

Licence Agreement

The List of Registered Medical Practitioners – Licence and Terms of Use

1. The following terms and conditions ('Terms') apply to your use of
 - a. the List of Registered Medical Practitioners ('LRMP');
 - b. the daily updates to the LRMP ('Updates'); and
 - c. the accompanying documentation setting out the file structure of the LRMP ('Documentation'), provided by GMCSI in accordance with clause 4,

which together comprise 'the Product'.

2. If you do not agree to be bound by the Terms, you may not access or use the Product. You will be deemed to have accepted the Terms each time you access the Product.

3. References to [GMCSI] in these Terms shall mean GMC Services International Ltd, a company registered in England and Wales under company number 10530157. References to 'you' and 'your' in these Terms shall mean the user of the Product. If you have any questions or queries relating to the Product, please contact [GMCSI] whose registered office address is 350 Euston Road, London NW1 3JN or by email to [data@gmc-uk.org].

The Product

4. Subject to clause 16, receipt of payment in accordance with clause 5 and, if applicable, compliance with clause 13.8 below, within ten (10) working days of your agreement to these Terms ('Commencement Date'), GMCSI will provide you with a user name and password to allow you to access a website in order to allow you to:

- a. download an electronic copy of the LRMP;
- b. download an electronic copy of the then-current Documentation; and
- c. access Updates and allow you to download an electronic copy of such Updates.

Payment

5. You shall pay the fee stated on the order form to GMCSI to access the Product for a period of one year from the Commencement Date.

6. You shall pay the fee to the GMCSI as outlined in the Order Form.

Intellectual Property

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7. All Intellectual Property Rights (IPR) vested in the GMCSI (or any of the GMCSI's third party licensors or sub-contractors (including the GMC)) including the Product and all Intellectual Property Rights in the Product ('Existing IPR'), will continue to remain vested in GMCSI or its third party licensors or sub-contractors (as applicable).

8. Ownership of all Intellectual Property Rights in changes, enhancements, improvements and/or modifications made by or on behalf of you to the Existing IPR during the Term, whether or not provided to you by way of Updates or otherwise shall, upon creation, automatically vest in GMCSI. You hereby assign such Intellectual Property Rights to GMCSI absolutely (or, to the extent that such Intellectual Property Rights are not capable of prospective assignment, you agree to assign such Intellectual Property Rights to GMCSI absolutely without delay and to hold such Intellectual Property Rights on trust for GMCSI pending such assignment).

9. You expressly acknowledge that, except for the grant of the licence in accordance with clause 11, you shall not acquire any right to use the Intellectual Property Rights in the Product.

10. References to 'Intellectual Property Rights' shall mean all patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights and design rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off.

Licence

11. Subject to your continuing compliance with these Terms, GMCSI grants you a non-transferable, non-assignable, non-exclusive licence to possess, install, store and use the Product for the duration of the Term for the purposes of validating the registration status of medical practitioners and undertaking research. Such licence shall not include the right to grant sublicenses. Any further use is prohibited. You shall not make, or permit any third party to make any copies of the Product in whole or in part, whether in eye-readable or machine-readable form, other than to produce hard copy print-outs from the Product for your own research purposes only. Save as expressly authorised by these Terms, you undertake not to use the data supplied in the Product or any part of the Product:

a. to merge, alter, adapt, rearrange, extract, utilise or create derivative works from all or any part of the LRMP, the Updates or the Documentation including without limitation so that the data ceases to be readily identifiable as that provided by GMCSI;

b. providing the LRMP, the Updates or the Documentation in whole or part to any third party including without limitation by way of or for the purposes of sale, rental, or distribution; and

c. in any manner which may harm the interests or reputation of GMCSI and/or the GMC.

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12. You are only permitted to use the LRMP to validate the registration status of medical practitioners and to [undertake research], and for the avoidance of doubt you may not republish or redistribute the LRMP, electronically or in print form, either wholly or in part, without the express permission of GMCSI.

13. Data Protection

13.1. For the purposes of this clause 13, the following words and expressions shall have the following meanings:

13.1.1. **"Agreement Personal Data"** means the personal data which is to be processed under this Licence Agreement, including the LRMP and the Updates;

13.1.2. **"Applicable Law"** means any:

13.1.2.1. law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal);

13.1.2.2. rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or

13.1.2.3. industry code of conduct or guideline,

in force from time to time which relates to this Licence Agreement and/or the subject matter of this Licence Agreement;

13.1.3. **"Data Protection Legislation"** means all Applicable Laws relating to data protection, the processing of personal data and privacy, including:

13.1.3.1.1. the Data Protection Act 2018;

13.1.3.1.2. the General Data Protection Regulation (EU) 2016/679; and

13.1.3.1.3. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

and references to "controller", "data subjects", "personal data", "process", "processed", "processing", "processor" and "Supervisory Authority" have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws;

13.1.4. "Data Security Incident" means any event or security incident that may lead to or leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data;

13.1.5. "International Transfer" means a transfer to a country outside the European Economic Area (as it is made up from time to time) of Agreement Personal Data which is undergoing processing or which is intended to be processed after transfer;

13.1.6. "Regulatory Request" means a communication in relation to the Agreement Personal Data, from any relevant competent regulator or similar body, or supervisory authority;

13.1.7. "Standard Contractual Clauses" means the Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) annexed as Schedule 1 to these Terms; and

13.1.8. "Third Party Request" means a request relating to any of the Agreement Personal Data, from any third party, including any law enforcement authority.

13.2. In this clause 13, references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

13.3. You agree that you and GMCSI will act as separate independent controllers of the Agreement Personal Data.

13.4. You agree to process the Agreement Personal Data solely for the purposes described in clause 12 above and not for any other purposes and strictly in accordance with these Terms, including in particular this clause 13.

13.5. You shall process the Agreement Personal Data in accordance with the Data Protection Legislation and, in particular, shall in relation to the Agreement Personal Data:

13.5.1. implement technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing of the Agreement Personal Data, including having regard to the risk of varying likelihood and severity for the rights and freedoms of data subjects, in particular from a Data Security Incident;

13.5.2. keep any such security measures under review and promptly and appropriately updated, especially in the event of becoming aware of vulnerabilities and/or specific or identified threats and/or as necessary to stop any Data Security Incident of which it becomes aware, and/or to prevent any repeat of any Data Security Incident;

13.5.3. comply with your legal obligations in relation to processing on your behalf by processors and in respect of International Transfers;

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13.5.4. not do or omit to do anything to put GMCSI in breach of its obligations under the Data Protection Legislation;

13.5.5. provide prompt and reasonable assistance, co-operation, information and records to GMCSI in respect of any notified Third Party Requests and Regulatory Requests, in order that GMCSI may deal with the relevant request(s) in accordance with the timescales as set out therein or in accordance with its own applicable obligations and their timeframes under the Data Protection Legislation;

13.5.6. notify GMCSI promptly of becoming aware of any Data Security Incident where in your reasonable opinion, it is likely to present a material risk to GMCSI (whether in relation to its IT systems or security, individuals affected, compliance, liability and/or reputation) and provide it with all relevant information relating to the same as soon as is reasonably possible (to the extent not prohibited by law, and/or if this can be done without compromising any confidentiality obligations owed by you to any third party) including:

13.5.6.1. the nature of the Data Security Incident and details of its likely consequences;

13.5.6.2. the categories of Agreement Personal Data affected and numbers and types of data subjects affected; and

13.5.6.3. any measure(s) proposed to be taken to address the incident and to mitigate its possible adverse effects,

and you may not delay such notification on the basis that any investigation in relation to the Data Security Incident is incomplete or ongoing;

13.5.7. promptly and securely delete all Agreement Personal Data in its possession or control on the expiry of this Licence Agreement or in the event that certain of the categories or records comprised of the Agreement Personal Data are no longer needed for the purposes set out in clause 12 and certify the completion of such deletion within 7 days, except where it is necessary to retain a copy of the Agreement Personal Data in order to comply with legal and regulatory requirements (and, in that case, it will process the retained copy of the Agreement Personal Data in accordance with the Data Protection Legislation).

13.6. If, in entering into this Licence Agreement, the Agreement Personal Data will be transferred outside the European Economic Area, each party will comply with its obligations set out in the Standard Contractual Clauses which shall be incorporated into this Agreement.

Confidentiality

14. All confidential information given by GMCSI to you, which shall include the Product and all information which is disclosed after the Commencement Date by GMCSI to you which would appear to a reasonable person to be confidential or is marked confidential or

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is accompanied by a written statement saying that it is confidential or proprietary and which relates to the business, developments, trade secrets, know-how, personnel and suppliers of GMCSI, and all information derived from the above, shall be kept secret and confidential by you throughout the Term and shall not be used or disclosed other than for the purposes of the proper performance of these Terms or with the prior written consent of GMCSI.

15. The obligations of confidentiality in clause 14 shall not extend to any information which you can show:

- a. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under Terms;
- b. was independently disclosed to you by a third party entitled to disclose the same; or
- c. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

Liability of GMCSI

16. You acknowledge and agree that GMCSI is reliant upon information received from medical practitioners in the compilation of the LRMP and the Updates and GMCSI is under no obligation to review or certify the accuracy of any such information. Any information or data contained in the LRMP and/or the Updates may become incorrect as a result of changing details of medical practitioners.

17. GMCSI shall use its reasonable endeavours to ensure that any necessary changes to the Product are made by GMCSI within a reasonable time after GMCSI has been notified of such changes.

18. While GMCSI will use reasonable endeavours to ensure that the Product is normally available 24 hours a day, GMCSI shall not be liable if for any reason the Product is unavailable at any time or for any period. Access to the Product may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond GMCSI's control.

19. Subject always to clause 25, GMCSI will not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses or damages, whether direct or indirect, arising out of, or in connection with:

- a. the supply, non supply or delay in supplying the Product (subject to clause 20);
- b. any failure or malfunction of the Product resulting wholly or to any material extent from your negligence, operator error, use other than in accordance with the Documentation, or any other misuse or abuse or alteration or repair of the Product;
- c. the decompilation or modification of the data comprised within the LRMP and/or the Updates or its merger with any other data or maintenance, repair,

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adjustment, alteration or enhancement of the data by any person other than GMCSI or its authorised agent; or

d. the failure by you to implement recommendations previously communicated to you by GMCSI in respect of, or solutions for faults in, the Product.

20. Where the Product is found to be defective, GMCSI shall at its option either:

a. use reasonable endeavours to repair or replace the Product or that part of the Product which is found to be defective; or

b. refund the amounts paid by you under clause 5.

21. The warranty given in clause 20 shall be your sole remedy with respect to defects in or failure or malfunction of the Product and in the event of any claim by you under the warranty you shall notify GMCSI in writing of the alleged defect, failure or malfunction.

22. Except as expressly provided by these Terms and subject always to clause 25, GMCSI expressly excludes all conditions, warranties, terms, representations and undertakings express or implied, statutory or otherwise in respect of the Product.

23. Subject always to clause 25, GMCSI shall have no liability to you for loss of profits, revenue or goodwill or any type of special, indirect or consequential loss (including loss or damages suffered by you as a result of an action brought by a third party) whether such loss is caused by GMCSI's breach of its contractual obligations or any tortious act or omission, including negligence.

24. Subject always to clause 25, GMCSI's aggregate liability to you under these Terms shall be limited the fee stated on the order form.

25. Nothing in these Terms shall limit or exclude GMCSI's liability to you for fraudulent misrepresentation, or for death or personal injury resulting from GMCSI's own negligence or that of its employees, agents or sub-contractors, or any other liability not capable of exclusion or limitation by reason of statute.

Your liability

26. You shall be liable for and shall indemnify GMCSI against any expense, liability, loss, claim or proceedings directly or indirectly arising as a result of or in connection with any breach of clause 11 and/or clause 13 of these Terms.

Term

27. These Terms shall commence on the Commencement Date and will continue for 12 months (the "**Initial Term**"). These Terms shall, subject to clause 28, extend automatically for further additional 12 month terms (each a "**Renewal Term**"). These Terms may be terminated earlier in accordance with clause 29.

28. Subject to clause 29, either party may, by giving not less than 60 days' prior written notice to the other party, terminate these Terms with effect from expiry of the Initial Term or any Renewal Term (as applicable).

Termination

29. These Terms may be terminated by GMCSI in the event of a material breach by you of these Terms.

30. On termination or expiry of these terms, you shall (as applicable) irrevocably delete or destroy all copies of the Product (including any parts thereof and any back-up or other copies) in your possession, custody or control and procure that any third parties to whom you have transmitted such copies of the Product (in whole or part) do likewise.

General

31. No failure to exercise and no delay in exercising on the part of GMCSI of any right, power or privilege arising under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. The rights and remedies of GMCSI under these Terms do not exclude any other rights or remedies provided by law. These Terms shall be governed by English law and you and GMCSI submit to the non-exclusive jurisdiction of the English courts.

32. Subject always to clause 25, these Terms set out the entire agreement and understanding between the parties in respect of its subject matter and supersedes all former warranties, statements, representations, understanding, undertakings and agreements (in each case whether written or oral) made by or between the parties relating to such subject matter. Subject always to clause 25, the parties have not relied upon, and will have no remedy in respect of, any warranty, statement, representation or understanding made by any party (whether or not that party is a party to these Terms) unless it is expressly set out in these Terms.

33. If any of these Terms is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these Terms. If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

34. In these Terms (unless the context otherwise requires) references to the singular shall include the plural and vice versa; the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them and the headings are for reference only and shall be ignored when construing these Terms.

Please sign below to confirm you have read and accept these Terms.

Print name _____ **Signed** _____

Date _____

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SCHEDULE 1

STANDARD CONTRACTUAL CLAUSES

**Standard contractual clauses for the transfer of personal data from the
Community to third countries (controller to controller transfers)**

Data transfer agreement

between

GMCSI Services International Limited

a company incorporated in England and Wales with company number 10530157 whose registered office is at 3 Hardman Street, Manchester M3 3AW, United Kingdom

hereinafter "**data exporter**"

and

[insert name of party to Licence Agreement that is located outside the EEA]

[insert registered office, company number and country of establishment]

hereinafter "**data importer**"

each a "**party**"; together "**the parties**".

Definitions

For the purposes of the clauses:

(a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

(b) "the data exporter" shall mean the controller who transfers the personal data;

(c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

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The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

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(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data⁽²⁾, or

(iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: _____

Initials of data importer: _____;

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

¹ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

² However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

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(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the

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proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required.

Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

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8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject,

and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

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ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

Registrants with the GMC, Ex-registrants,

Purposes of the transfer(s)

The transfer is made for the following purposes:

To facilitate the analysis of the Product for licensed purpose

Categories of data

The personal data transferred concern the following categories of data:

Item	Description
GMC Ref No	This is the unique seven digit reference number allocated by the GMC to each registered doctor.
Surname	The surname, last name or family name in mixed case.
Given name	The given / first names in mixed case.
Gender	Man (M) or Woman (W)
Qualification	This is the name of the doctor's Primary Medical Qualification
Year of Qualification	The year when Primary Medical Qualification exams were passed.
Place of Qualification	The name of the Place of Study for Primary Medical Qualification
PR Date	This is the date that the doctor was first granted Provisional Registration.
FR Date	This is the date that the doctor was first granted Full Registration.
Specialist Register Date	This is the date that the doctor was entered into the Specialist Register.
GP Register Date	This is the date that the doctor was entered into the GP Register.
Registration Status	The current status of a doctor's entry in the Register, including the doctor's Licence status.

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ARF Due Date	This is the date that the doctor's Annual Retention Fee (ARF) is due.
Specialty1-7	This is the specialty identified in the specialist register. Up to 7 specialties can be provided for a given doctor.
Sub-Specialty1-7	This is the sub-specialty identified in the specialist register. Up to 7 sub-specialties can be provided for a given doctor.
FtP Conditions Exist	This indicates whether the doctor has active Fitness to Practise Conditions applied to their Registration.
FtP Undertakings Exist	This indicates whether the doctor has active Fitness to Practise Undertakings applied to their Registration.
Other Names	The doctor's other or "middle" names in mixed case. This field will contain all of the other names that the doctor has registered with the GMC.
FtP Warnings Exist	This indicates whether the doctor has an active Fitness to Practise Warning.
Place of Qualification Country	The name of the country where a doctor undertook their Primary Medical Qualification.
Revalidation Status	The doctor's current Revalidation Status
Designated Body	The name of the doctor's current Designated Body
Responsible Officer	The name of the doctor's current Responsible Officer
Doctor in Training	Indicates if the doctor was known to be on a postgraduate training programme in the most recent National Training Survey.
Training Deanery/LETB	The Deanery/LETB responsible for the doctor's training, as declared in the most recent National Training Survey.
Training Programme Speciality	The doctor's Training Programme Speciality, as declared in the most recent National Training Survey
GMC Approved Trainer	Indicates if the doctor is an approved trainer
Trainer Deanery/LETB 1	The Deanery/LETB where the doctor is known to be a trainer

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Trainer Programmes Speciality 1	The training programme speciality that the doctor is known to train in
Trainer Deanery/LETB 2	The 2nd Deanery/LETB where the doctor is known to be a trainer, where more than one exists
Trainer Programmes Speciality 2	The 2nd training programme speciality that the doctor is known to train in, where more than one exists
Trainer Deanery/LETB 3	The 3rd Deanery/LETB where the doctor is known to be a trainer, where 3 exist
Trainer Programmes Speciality 3	The 3rd training programme speciality that the doctor is known to train in, where 3 exist

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

[Clients]/[sub-processors]/[regulatory bodies]/[local]/[central government]

Sensitive Data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Personal data relating to criminal convictions and offences.

Data protection registration information of data exporter (where applicable)

Registration number: **ZA230887**

Additional useful information (storage limits and other relevant information)

Not applicable.

Contact points for data protection enquiries: data@gmc-uk.org