

Guidance on becoming a BSI External Medical Expert

This guide provides more information on the forms and policies we require you to sign/acknowledge before you begin working with us. Please note that this document does not substitute the reading of the form and policies explained, but is intended as a supplement to aid your understanding of their content.

If you have any questions, please **call us at: 1 800 862 6752**

Impartiality Declaration (MDF045)

Before working with us, we will ask you to read and sign our Impartiality Declaration (MDF045).

What does this mean?

We are asking you to confirm that the work you do for BSI is unbiased, caused either by your previous employment or through personal interests. It means that you have no separate agenda or motivation for a particular outcome of a review other than through your professional engagement with BSI, and that you do not stand to personally gain from a manufacturer’s successful - or unsuccessful - application.

The impartiality agreement also confirms that any work you do will be carried out by you, and your decisions will not be influenced by others.

Anti-bribery policy

Before working with us, we will ask you to acknowledge our Anti-Bribery policy.

What does this mean?

We are asking you to agree that you will not allow your work to be influenced by promised personal gain from a third party. It means that your decisions will be based on your clinical expertise and knowledge, and that you will not be influenced by others.

BSI Code of Business Ethics

Before working with us, we will ask you to acknowledge our Code of Business Ethics.

What does this mean?

A Code of Business Ethics is a policy to ensure that we conduct business responsibly. It outlines a professional code of conduct.

We are asking you to agree to work to our professional standard, and providing you the guidance of how we expect you to conduct business on behalf of BSI.

Consultancy Agreement (MDF349)

Before working with us, we will ask you to read and sign our Consultancy Agreement (MDF349).

What does this mean?

The Consultancy Agreement outlines our requirements of you during the period that you provide your services to us; your position with BSI and other activities you may wish to undertake whilst providing your services; your responsibilities, and the process for ending the agreement.

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Below is a clause-by-clause breakdown of what we're asking you to agree to by signing the Consultancy Agreement. This is designed to help you understand the terms of the agreement and should not be a replacement for reading the agreement.

**Clause
1****Term**

This describes the services that you have agreed to provide to BSI and confirms your agreement to provide them.

**Clause
2****Duties**

This clause outlines our expectations of you, which include:

- the quality of the work;
- how your services may be amended;
- your not permitting someone else to provide your services on your behalf;
- your availability to provide the services;
- BSI's right to verify your compliance with the agreement;
- that you are not an agent of BSI;
- confirms the supporting codes with which we would require you to comply (and which are described above)

**Clause
3****Fees**

This clause sets out the fee payable to you.

You are to invoice BSI and this clause states when you may do so.

It provides BSI with a right of set-off.

It also requires you to declare your work with us to any relevant Public or Private Healthcare Service Systems and Healthcare Institutions, in line with their policies and to which you may be subject.

**Clause
4****Other Activities**

This clause explains that any other work or activity you are engaged in must not place you in a position that compromises your ability to conduct an unbiased, impartial review. Your work for BSI must not be influenced by previous work experience, employment or your personal interests.

**Clause
5****Confidential Information and Company Property**

All information (unless it is public or you are obliged by law to disclose) that you obtain by providing us with your services is confidential. Note that this is widely defined and includes not just information about BSI, but also information about any party at all that you may obtain by providing your services to BSI.

The duty of confidentiality remains after the end of the agreement.

**Clause
6****Intellectual Property**

This clause states that BSI owns the work that you provide to it. This includes anything new that you may invent in order to provide the services to us. Note that this is limited to the services that you provide to BSI, so it would not include a new invention for you to deliver work in general and that is akin to that you are providing to BSI.

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Clause
7**Warranty**

This clause acknowledges that, by signing the agreement, you agree to conduct your work for BSI with the same skill, care and diligence as you would your professional work. You are also agreeing that you are free and able to provide the required services.

Clause
8**Liability**

Because BSI is relying on your expertise, you agree to protect BSI against any claim from someone else that BSI is breaching their rights by using the product of your services.

Clause
9**Limitation of Liability**

We each agree to limit the liability of each of us to each other to the equivalent total of two times the fees payable by us to you for your services. Some things are not contractually limited though – they include:

- death or injury claims;
- matters caused through fraud;
- harm caused to BSI by your breaching your confidentiality obligations;
- a third party claiming that BSI has breached their rights by our using your services;
- your being held to be our employee.

Clause
10**Termination**

We may terminate the agreement if you are in breach of it. If we delay in acting to any breach, this is not to be seen as our waiving our rights (to terminate the agreement, for example).

Clause
11**Obligations on Termination**

This clause outlines your responsibilities on termination of the agreement. For example, we require you to return all property, including laptops and other equipment, files and information, and to delete any copies of information you have in your possession.

Clause
12**Status**

We confirm that you are a contractor of BSI rather than an employee. You are therefore responsible for your own taxation and working status.

Clause
13**Variation and Third Party Rights**

This clause states how changes can be made to the agreement, and states that the agreement only applies to you and BSI.

No one else may rely on the terms of this agreement.

Clause
14**Governance and Law Jurisdiction**

This clause states that the agreement is in accordance with English law.

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Confidentiality

What happens to the documents once I've signed them?

Your documents are treated by BSI as confidential information. The signed forms and all information they contain are stored securely.

BSI will not share your information with a third party.

BSI will not publically attribute the name of any of its external medical expert reviewers, to product reviews.

BSI may share your name with the manufacturer for which you perform the review.

Visit our External Medical Expert webpage

Stay up-to-date with the latest information regarding your position as an External Medical Expert:

Access all the forms and guidance you require

Find out about training and events.



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