



HEALTHCARE QUALITY IMPROVEMENT PARTNERSHIP

DATA SHARING AGREEMENT

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Terms and Conditions for Use of HQIP Data

Background:

- A This Agreement sets out the framework for the sharing of Data by HQIP.
- B This Agreement defines the principles and procedures that the Parties shall adhere to and the responsibilities each Party owes in respect of the other.
- C This Agreement sets out that various principles and procedures only apply to Personal Data.

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions are as follows:

“Agreed Purpose” means the purpose(s) which the Applicant wishes to use the Data for, as set out in the Data Sharing Request Form;

“Agreement” means these terms and conditions, the Appendix and any Data Sharing Request Form;

“Applicant” means the party named as such in the Data Sharing Request Form;

“Data” means all data shared by HQIP under the terms of this Agreement including Personal Data, Sensitive Personal Data, Non-Personal Data and/or Depersonalised Data;

“Data Protection Principles” means the eight principles set out in Schedule 1 of the DPA;

“Data Sharing Request Form” means the form attached to this Agreement as completed by the Applicant and approved by HQIP and any subsequent form(s) as completed by the Applicant and approved by HQIP which refer to this Agreement;

“Deletion Policy” means the Applicant’s policy for the deletion of Data as set out in the relevant Data Sharing Request Form;

“Depersonalised Data” means information that relates to individuals where it is not possible to identify individuals from that information, whether in isolation or in conjunction with any other information;

“DPA” means the Data Protection Act 1998;

“FOIA” means the Freedom of Information Act 2000;

“HQIP” means Healthcare Quality Improvement Partnership (company number 6498947) whose registered office is at 70 Wimpole Street, London W1G 8AX;

“Non-Personal Data” means information that does not relate to people including information about organisations, resources, projects or information about people that has been aggregated to a level that is not about individuals;

“Parties” means HQIP and the Applicant;

“Personal Data” as defined in the DPA, which for the avoidance of doubt includes Sensitive Personal Data;

“Publish” means to make available to third parties in any form, including the production of hard copy materials, soft and/or electronic copies, emails and posting online;

“Security Policy” means the security policy as set out in the relevant Data Sharing Request Form which includes the Applicant’s management commitment to information security and the security measures to be taken to cover the temporary removal of any Personal Data or confidential information from the Applicant’s premises.

“Sensitive Personal Data” as defined in the DPA; and

“Working Day” means any day (other than a Saturday or Sunday) on which banks are open for domestic business.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a Party shall include that Party's personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

1.2.4 a reference to a Clause is to the relevant clause of this Agreement;

1.2.5 any reference to a statute, order, regulation or other similar instrument shall be construed as a reference to the statute, order, regulation or instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted by any subsequent statute, order, regulation or instrument;

1.2.6 general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms;and

1.2.7 headings to clauses are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

1.3 In the event of any inconsistency, discrepancy or conflict between a Data Sharing Request Form, these terms and conditions and the Appendix, the conflict in relation to the Data covered by that Data Sharing Request Form should be resolved in the following descending order of priority:

1.3.1 the Data Sharing Request Form;

1.3.2 the Appendix;

1.3.3 these terms and conditions.

2 DATA CONTROLLER

- 2.1 A data controller is a person or organisation that either alone or jointly with another controller, determines the purposes for which and the manner in which any Personal Data is processed.
- 2.2 HQIP is the data controller of any Personal Data it provides and remains so. This means HQIP is permanently responsible for the Personal Data it provides.
- 2.3 At no time upon providing the Applicant with Personal Data does HQIP cease to be a controller of that Personal Data.
- 2.4 It is possible that in law, HQIP and the Applicant may be joint data controllers and/or data controllers in common, in which case all decisions on how the relevant Personal Data is to be processed will be made by HQIP and the Applicant and must be evidenced in writing signed on behalf of both Parties.
- 2.5 Where the Applicant seeks sharing of Personal Data by HQIP for the Applicant's own purposes (for example, where the Applicant requires the Data to fulfil its own statutory function), the Applicant will also become a data controller of that Data. In such instances the Data Sharing Request Form will specify the purposes for which the Applicant will be processing the Personal Data as a data controller. Where it is exercising a statutory function, the Data Sharing Request Form will specify the function it is exercising and the statutory instrument under which it is exercising that function.

3 DATA PROCESSOR

- 3.1 A data processor is any person or organisation that processes Personal Data on behalf of a data controller. A data processor can only act on the instructions of the relevant data controller or controllers.
- 3.2 When the Applicant requires Personal Data from HQIP or is required to collect and supply Personal Data on behalf of HQIP, for purposes determined by HQIP, the Applicant enters into this Agreement as a data processor in respect of such Personal Data and agrees to process Personal Data solely in accordance with the Data Sharing Request Form and according to HQIP'S instructions as set out in this Agreement.
- 3.3 Additionally any further third parties processing Personal Data on behalf of the Applicant, for purposes determined by HQIP under a contract between HQIP and the Applicant, will only be a data processor in relation to the Personal Data shared by HQIP with the Applicant. This includes any external contractor or consultant engaged by the Applicant.
- 3.4 The Applicant shall not, without obtaining HQIP's prior written consent (such consent not to be unreasonably withheld or delayed), share Personal Data with third parties other than to enable third parties to assist the Applicant in using the Personal Data for the Agreed Purpose. The Applicant shall take responsibility for all acts and omissions of such third parties as if they were acts or omissions of the Applicant.
- 3.5 Where access to Personal Data is provided by the Applicant to third parties further to Clause 3.4, written contractual conditions between the Applicant and such third party must regulate how the Personal Data is used and what it is used for in accordance with this Agreement. As a minimum, these conditions shall require that the third party:
 - 3.5.1 agrees only to process the Personal Data in accordance with the disclosing organisation's instructions;
 - 3.5.2 takes appropriate technical and organisational measures to keep the Personal Data secure;

- 3.5.3 agrees to delete the Personal Data securely by the agreed date, or when the use is fulfilled if sooner;
- 3.5.4 notifies the Applicant of any potential or actual breach of security in relation to the shared Personal Data as soon as possible and in any event within three Working Days of identification of any potential or actual loss of the shared Personal Data;
- 3.5.5 accepts that they are a data processor only in regard to the Personal Data. They must agree that the Personal Data will be kept confidential and not be disclosed to any other parties; and
- 3.5.6 complies with all other obligations of the Applicant under this Agreement.

4 ANNUAL REVIEW AND RETENTION OF PERSONAL DATA

- 4.1 Personal Data should only be processed for as long as is necessary. Requests to HQIP to share Personal Data should be limited accordingly and for no longer than 12 months under this Agreement. Specific justification for processing of Personal Data beyond one year is required.
- 4.2 HQIP recognises that the Applicant may wish Personal Data to be retained for further use in the near future. The Applicant may request permission, using this protocol, to keep Personal Data for specified purposes in anticipation of further use.
- 4.3 This permission must be renewed annually and each time a new project or use is undertaken. At the end of the specified time period, the Personal Data must be deleted unless further agreement is given.

5 SHARING WITH OTHER THIRD PARTIES

- 5.1 Subject to Clause 3.4 and any relevant terms of a Data Sharing Request Form, Data must not be shared by the Applicant with any other organisations or individuals without the prior written agreement of HQIP.

6 PROCESSING ONLY FOR AGREED PURPOSES

- 6.1 In accordance with the fifth Data Protection Principle, Personal Data shall only be processed (including stored) for the Agreed Purpose, and must be deleted once the Agreed Purpose has been fulfilled.
- 6.2 The Applicant must seek agreement under a new Data Sharing Request Form for processing Data for purposes other than the Agreed Purpose.

7 SECTION 251 APPROVAL

- 7.1 The Applicant warrants that if it will be using Personal Data, such use of Personal Data will be in accordance with the Section 251 Approval appended to the Data Sharing Request Form.
- 7.2 The Applicant will ensure that if it will be using Personal Data its Section 251 Approval is reviewed annually by the Health Research Authority Confidentiality Advisory Group and will update HQIP as to the outcome of each such review.

8 DATA PROTECTION REGISTRATION

- 8.1 Where HQIP agrees to share Personal Data with the Applicant which will be processing the data for its own purposes, the Applicant will become a data controller in relation to the shared data and HQIP will require the Applicant to provide details of an appropriate valid

entry in the Register of Data Controllers. The Register of Data Controllers is managed by the UK Information Commissioner's Office (ICO), and it is mandatory for most organisations handling Personal Data as a data controller to maintain a valid registration.

- 8.2 Failure by the Applicant to provide a valid registration number and/or be registered for the correct purposes (i.e. unless they are exempt from registration) will result in any requests for the sharing of Personal Data being rejected. The purposes for which an organisation must be registered may vary depending on the proposed use of the Personal Data, and so a definitive list cannot be provided. The Information Commissioner's website provides more information about notification.
- 8.3 It is a criminal offence for any organisation to process Personal Data in a manner which is inconsistent with its data protection registration.

9 MORTALITY

- 9.1 It is important that anyone dealing with Personal Data understands that the DPA does not cover deceased persons.
- 9.2 The Applicant shall ensure that before it uses any Data for research or surveys it shall, where appropriate, be checked for deceased people to avoid unnecessary upset to the deceased's family.

10 DATA MATCHING

- 10.1 Data is provided on the understanding that it will not be matched to any other datasets, even to depersonalised or aggregated datasets, unless HQIP has agreed to the proposed processing matching.
- 10.2 HQIP remains a data controller of Personal Data that it has supplied. Accordingly any new dataset generated by or on behalf of the Applicant may only be kept for the length of time agreed with HQIP. Once this time has passed, the datasets must be securely destroyed in accordance with the fifth Data Protection Principle.

11 DATA SECURITY

- 11.1 The Applicant shall at all times be responsible for ensuring that all Data (including data in any electronic format) is stored securely. The Applicant shall take appropriate measures to ensure the security of such data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.
- 11.2 The Applicant, when acting as data processor, warrants to HQIP that it has:
- 11.2.1 put in place appropriate technical and organisational measures for the processing of any Personal Data and against unauthorised, accidental or unlawful access to such (having regard to the state of technological development and the costs of implementing any such measures) as well as reasonable security programmes and procedures for the purpose of ensuring that only authorised personnel have access to the data processing equipment to be used to process such Personal Data, and that any persons whom it authorises to have access to such Personal Data shall respect and maintain all due confidentiality;
- 11.2.2 a level of security programmes and procedures which reflect:
- (a) the level of damage that might be suffered by a data subject (as defined in the DPA) to whom the Personal Data relates as a result of unauthorised or unlawful possession of the Personal Data or the loss or destruction of or damage to the Personal Data; and

- (b) the state of technological developments and the cost of implementing such programmes and procedures; and

11.2.3 security programmes and procedures which specifically address the nature of the Personal Data.

- 11.3 The Applicant shall comply with the Security Policy and shall ensure that responsibility for compliance shall be clearly placed on a particular person or department within the Applicant's organisation. The Applicant shall ensure that sufficient resources and facilities are made available to enable that responsibility to be fulfilled. The Applicant shall implement model policies on security when issued from time to time by HQIP.
- 11.4 The Applicant shall ensure that access to any buildings or rooms within the Applicant's premises where Personal Data is stored and/or can be accessed is controlled and that casual passers-by cannot read information off screens or documents.
- 11.5 The Applicant shall not keep any Personal Data for longer than is necessary.
- 11.6 The Applicant agrees that its staff, sub-contractors, servants, contractors, agents or any other person in the control of the Applicant shall store or process the Personal Data in accordance with the Data Protection Principles, and in particular in accordance with the seventh Data Protection Principle.
- 11.7 Other than at HQIP's specific written request the Applicant shall not disclose or allow access to any Data other than to a person placed by the Applicant under the same obligations as those set out in this Agreement who is variously employed or engaged by the Applicant or any sub-contractor, contractor, servant, agent or other person within the control of the Applicant.
- 11.8 Confidential information (including confidential personal information) transferred between HQIP and the Applicant in electronic form must be password protected as a minimum and sent on media by recorded post, never by email. Passwords must be known only to authorised people and changed regularly. Passwords will be conveyed by telephone only.
- 11.9 The Applicant will have in place appropriate security on external routes into its organisation, for example internet firewalls and secure dial-in facilities.
- 11.10 The Applicant shall ensure that any system whereby any Personal Data may be disclosed over the telephone is protected by a procedure for authenticating identity prior to the disclosure of that Personal Data.
- 11.11 The Applicant's computer systems must be password protected. Passwords must give access only to Personal Data which an employee has a proper need to access and not to all levels of the system. These provisions may be superseded by HQIP's policies mentioned above.
- 11.12 The Applicant shall have a satisfactory procedure for cleaning media (such as tapes and disks) before they are reused or new data written over old. The Applicant shall ensure that printed material is disposed of securely, for example by shredding.
- 11.13 The Applicant confirms that the Personal Data will not be taken home for staff to work on.
- 11.14 The Applicant shall take adequate precautions against burglary, fire or natural disaster. The Applicant shall ensure that all Data is protected against corruption by viruses or other forms of intrusion.
- 11.15 The Applicant will ensure that only one copy of Personal Data is held at all times and that if Personal Data is transferred from one system to another, the Personal Data held on the

original system will be deleted. No duplicates or back-ups of Personal Data are to be made.

- 11.16 The Applicant shall ensure that proper weight is given to the discretion and integrity of staff when they are being considered by the Applicant for employment or promotion or for a move to an area of work where they will have access to Personal Data. The Applicant shall ensure staff are aware of their responsibilities and given training to ensure their knowledge is up to date.
- 11.17 The Applicant shall ensure that disciplinary rules and procedures take account of the requirements of the DPA. In the case of an employee of the Applicant being found to be unreliable or unsuitable for access to Personal Data, the Applicant shall ensure that his or her access to Personal Data is withdrawn immediately
- 11.18 The Applicant shall ensure that its staff are aware that Personal Data should only be accessed for the Agreed Purpose and not for their own private purposes.
- 11.19 The Applicant shall ensure that audit trails are kept so that access to Personal Data is logged and can be attributed to a particular person.
- 11.20 The Applicant shall ensure that any breaches of security are properly investigated and remedied as soon as possible, particularly when damage or distress could be caused to an individual. The Applicant shall notify HQIP immediately should such a breach occur.

12 SECURITY INCIDENTS

- 12.1 HQIP requires the Applicant to advise HQIP of any potential or actual losses of the Data as soon as possible and, in any event, within three Working Days of identification of any potential or actual loss, whether in relation to its own processing of the Data or in relation to Data processed on its behalf, in order that HQIP can consider what further action is required in relation to such an incident and the continued and future sharing of Data.
- 12.2 HQIP further requires the Applicant to notify it as soon as possible of any breaches of security which might potentially give rise to a risk to the security of the Data.

13 DESTRUCTION OF DATA

- 13.1 Once the Data has been used for the Agreed Purpose, the Applicant warrants that the Data will be deleted in accordance with the Deletion Policy.
- 13.2 Following the deletion of the Data in accordance with Clause 13.1 the Applicant will notify HQIP in writing that the Data has been deleted in accordance with the Deletion Policy.

14 SUPPRESSION OF PERSONAL DATA

- 14.1 Where HQIP shares Personal Data with the Applicant, data which could identify groups or individuals should not be Published, except with the prior agreement of HQIP.

15 RIGHTS TO INSPECTION AND WITHDRAWAL OF DATA SHARING

- 15.1 If HQIP shares Personal Data with the Applicant for the purposes of the Applicant processing Personal Data on behalf of HQIP, HQIP reserves its rights to inspect arrangements for the processing of the shared Personal Data and to withdraw agreement to the use of such Personal Data where it considers the Applicant is not processing the Personal Data in accordance with this Agreement.

16 DATA SUBJECT ACCESS RIGHTS

- 16.1 Individuals have a right to see what Personal Data is held about them, and to know why and how it is processed.
- 16.2 HQIP as a data controller has an obligation to respond to these requests, however requests made to the Applicant should be honoured by them under the terms of the DPA.
- 16.3 If HQIP shares Personal Data with the Applicant for the purposes of the Applicant processing Personal Data on behalf of HQIP, the Applicant should refer such requests in accordance with its contractual obligations with HQIP.

17 TRANSFER OF DATA OUTSIDE THE EEA

- 17.1 The Applicant will not transfer Personal Data outside of the European Economic Area unless explicitly agreed by HQIP.
- 17.2 The eighth Data Protection Principle bans the transfer of Personal Data to a country or a territory outside of the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of the data subjects in relation to the processing of their Personal Data.

18 PUBLICATIONS

- 18.1 Subject to Clause 18.2, at least one month prior to Publishing any material or data deriving from the Data the Applicant shall provide HQIP with one draft copy of the proposed publication.
- 18.2 The Applicant shall not need to comply with Clause 18.1 with regards to publications issued to those organisations identified as such in a Data Sharing Request Form, provided that those organisations warrant that they will not pass such publications on to any third party.
- 18.3 Any material Published by the Applicant deriving from the Data must include the sentence, "This publication is based on data collected by or on behalf of the Healthcare Quality Improvement Partnership, who have no responsibility or liability for the accuracy, currency, reliability and/or correctness of this publication".

19 FREEDOM OF INFORMATION

- 19.1 The Applicant acknowledges that HQIP and/or the project to which the use of the Data relate are subject to the FOIA. Therefore the Data will also be subject to the FOIA and may be deemed to be held on behalf of HQIP. The Applicant will promptly supply to HQIP, on written request, such information to enable HQIP to respond to requests for information made under the FOIA. The Applicant will provide all reasonable cooperation to HQIP to enable it to comply with its obligations under the FOIA.
- 19.2 If the Applicant is a public authority,
 - 19.2.1 the Applicant acknowledges that, where a request for information made under the FOIA is made to HQIP, HQIP will make the final decision on disclosure of information under the FOIA;
 - 19.2.2 requests for information relating to the Data made to the Applicant under the FOIA must be processed by the Applicant in accordance with the FOIA. Upon receipt of such a request, the Applicant shall consult with HQIP at the earliest possible opportunity before responding to any requests it receives under the FOIA, and in any event will use all reasonable endeavours to allow HQIP at least five (5)

Working Days to respond. The final decision on disclosure of this information under the FOIA will be made by the Applicant (in accordance with the FOIA);

19.2.3 when disclosure of information under the FOIA is required of the Applicant, the Applicant shall carry out the necessary work as part of its obligations under this Agreement and at no cost to HQIP;

19.2.4 the Applicant will issue a policy on FOIA that will guide the actions of HQIP and the Applicant. In addition, the Applicant shall where reasonable within the terms and costs of this Agreement follow the two codes of practice pertinent to the FOIA published by the Ministry of Justice being (1) The Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under part I of the Freedom of Information Act 2000: <http://www.justice.gov.uk/guidance/docs/foi-section45-code-of-practice.pdf>, and (2) The Lord Chancellor's Code of Practice on the management of records issued under section 46 of the Freedom of Information Act 2000: <http://www.justice.gov.uk/guidance/docs/foi-section-46-code-of-practice.pdf>, as may be amended, updated or replaced from time to time.

19.3 If the Applicant is not a public authority,

19.3.1 the Applicant notes and acknowledges the FOIA and both The Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under part I of FOIA and The Lord Chancellor's Code of Practice on the management of records issued under section 46 of FOIA as may be amended, updated or replaced from time to time. The Applicant will act in accordance with the FOIA and the aforementioned Codes of Practice (and any other applicable codes of practice or guidance notified to the Applicant from time to time) to the extent that they apply to the Applicant's use of the Data under this Agreement.

19.3.2 the Applicant shall provide all reasonable cooperation to HQIP to enable it to comply with its obligations under or in relation to the FOIA.

19.3.3 without prejudice to the Applicant's obligations under Clauses 19.3.1 and 19.3.2, the Applicant will promptly supply to HQIP, on written request, all information required to enable HQIP to respond to requests for information made under or in relation to the FOIA. The Applicant acknowledges that HQIP will make the final decision on disclosure of information under the FOIA. Any request for information made under the FOIA received by the Applicant must be transferred to HQIP within one (1) Working Day.

19.4 The decision of HQIP upon matters arising under or relating to Clauses 19.1 and 19.3 shall be final and conclusive.

19.5 The Applicant shall ensure that its sub-contractors, servants, suppliers, agents or any other person in the control of the Applicant shall adhere to the terms of this Clause 19.

20 RESEARCH

20.1 Section 33 of the DPA contains various exemptions and relaxations in relation to the processing of Personal Data only for research purposes in compliance with the relevant conditions (as such terms are defined in the DPA), including in relation to the second Data Protection Principle, the keeping of Personal Data indefinitely and the right of access to Personal Data.

20.2 If the Applicant intends to claim its use of any Personal Data is covered by Section 33 of the DPA, the Applicant warrants to HQIP that its use of Personal Data conforms with the

required conditions of Section 33 of the DPA and the Data Sharing Request Form shall set out the relevant information.

21 DISPUTE RESOLUTION

- 21.1 The Parties shall attempt to resolve any disagreement arising from this Agreement informally and promptly by officers who have day-to-day responsibility for the operation of this Agreement.
- 21.2 If the disagreement cannot be resolved further to Clause 21.1 within fourteen (14) days of it arising, the matter shall be referred to the Chief Executives (or the corresponding individuals) of the Parties.

22 INDEMNITY AND LIABILITY

- 22.1 The Applicant indemnifies, and shall keep indemnified, HQIP against any liability, costs, expenses, losses, claims or proceedings whatsoever arising under any statute or at common law or for breach of contract in respect of:

22.1.1 damage to property, real or personal, including any infringement of third party intellectual property rights; and

22.1.2 injury to persons, including injury resulting in death; and

22.1.3 any direct economic or financial loss

arising out of, in connection with any act, omission or default of the Applicant, its staff, agents or sub-contractors in relation to the Data, except in so far as such damages or injury shall be due to any negligence of HQIP.

- 22.2 HQIP takes no responsibility for the accuracy, currency, reliability and correctness of the Data, nor for the accuracy, currency, reliability and correctness of links or references to other information sources and disclaims all warranties in relation to such data, links and references to the maximum extent permitted by legislation. The Applicant uses or relies on the Data at its own risk.

23 WAIVER

- 23.1 The failure of either Party to insist on strict performance of any provision of this Agreement or the failure of either Party to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not affect either Party's obligations under this Agreement. No waiver of any default shall constitute a waiver of any subsequent default.

24 CONFIDENTIALITY

- 24.1 Both Parties shall not, and shall ensure that their employees, agents and subcontractors shall not, divulge or dispose of or part with possession custody or control of any confidential material or information provided by the other Party pursuant to this Agreement, or prepared or obtained by a Party pursuant to this Agreement, other than in accordance with the express written instructions of the other Party or in compliance with statutory requirements.

25 NOTICES

- 25.1 Any demand, notice, or other communication required to be given under this Agreement shall be in writing and shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, electronic mail or facsimile transmission to the registered office or last known address of the Party to be served

therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second Working Day after the date of posting or on successful transmission, as the case may be.

26 SEVERANCE

26.1 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

27 PARTNERSHIPS

27.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership between the Parties and nothing in this Agreement shall be deemed to make the Applicant the agent of HQIP.

28 RIGHTS OF THIRD PARTIES

28.1 No express third party right and no purported third party right is conferred by this Agreement or any contract deed or instrument entered into under or in connection herewith pursuant to the Contracts (Rights of Third Parties) Act 1999.

29 LAW

29.1 The Parties accept the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed and construed according to English law.

APPENDIX