



means of holding shares, possessing voting power or exercising contractual powers in or over that or any other person) to ensure that its affairs are conducted in accordance with the wishes of the person holding the power

**“Confidential Information”**

all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party or any of its Affiliates (**“Disclosing Party”**) to the other Party or any of its Affiliates (**“Receiving Party”**) in connection with this Agreement, including (but not limited) to information relating to the Disclosing Party’s operations, processes, plans or intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities and business affairs

**“Data Protection Regulations”**

all legislation and regulations and codes of practice relating to the protection of personal data or the processing of personal data or privacy

**“Party”**

STH and D4D of the one part and Sheffield Children’s Hospital of another part and Sheffield Hallam University of another part and Viamed of another part, and **“Parties”** shall be construed accordingly

**“Personal Data”**

any data within the Confidential Information which comprises “personal data” as such term is defined within the Data Protection Act 1998

**“Purpose”**

the purpose of investigating the business opportunity related to a Contactless Portable Respiration Monitor, with an aim of coming to an agreement to collaborate on the development and commercialisation of this product

**“Representatives”**

the Affiliates of a Party and the respective officers, employees, consultants, agents and professional advisers of the Parties and their Affiliates and (in the case of STH and D4D) any NHS Body, and each of their respective officers, employees, consultants, agents and professional advisers

2. The Disclosing Party shall disclose to the Receiving Party, on a non-exclusive basis, the Confidential Information to enable the Receiving Party to proceed with the Purpose. The extent of such disclosure shall be at the sole discretion of the Disclosing Party.
3. The Receiving Party confirms that the duty of confidentiality imposed by this Agreement extends to any Confidential Information which has been, or may have been, supplied to before the date of this Agreement despite the absence of a written agreement, this Agreement merely recording in writing the