



14. The Disclosing Party makes no representations or warranties, either express or implied, in respect of the Confidential Information and specifically disclaims any implied warranty of non-infringement or merchantability or satisfactory purpose or fitness for purpose.
15. The Receiving Party will and will oblige each of the Receiving Party's Representatives to comply at all times with the Data Protection Regulations in respect of all Personal Data and process (as such term is defined in the Data Protection Act 1998) the Personal Data solely for the Purpose. Without prejudice to the foregoing, the Receiving Party will not cause or permit the Personal Data to be transferred or otherwise processed outside the European Economic Area without the prior written consent of the Disclosing Party. To the extent that any Receiving Party processes Personal Data for and on behalf of the Disclosing Party as a "data processor" (as such term is defined in the Data Protection Act 1998), the Receiving Party warrants and undertakes to the Disclosing Party that the Receiving Party will:
 - 15.1 have in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the Personal Data;
 - 15.2 take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data; and
 - 15.3 act only on the written instructions of the Disclosing Party and in accordance with this Agreement in respect of the processing of the Personal Data.
16. This Agreement constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed under it. No Party excludes liability for fraudulent misrepresentation.
17. The Parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Parties[or an Affiliate of a Party].
18. This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.
19. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The Parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent a Party from seeking injunctive relief in any appropriate jurisdiction.

Signed for and on behalf of Sheffield Teaching Hospitals NHS Foundation Trust operating through the Devices for Dignity Healthcare Technology Co-operative by: