**PLEASE COMPLETE AND SIGN THE AGREEMENT BELOW AFTER READING THE ENTIRE AGREEMENT AND APPENDICES.**

|  |  |  |  |
| --- | --- | --- | --- |
| PRACTICE CODE: |  | CLINICAL SYSTEM: |  |
| PRACTICE NAME: |  |
| PRACTICE ADDRESS: |  |
| PRACTICE CONTACT: |  |
| EMAIL: |  | TEL: |  |
| * I understand and hereby consent to the remote and manual data extraction processes required for Optimum Patient Care Limited (OPC) to conduct the OPC Data Service and any other data processing activities for the ARRISA-UK Study, and as set out in the Terms of Service and this Agreement (including the OPC EULA and Appendix 1). This includes bulk and incremental (monthly or quarterly) extracts, and remote access, installation and running of software by OPC and/or Wellbeing Software (Wellbeing). I understand that the Practice holds no liability in relation to the software installed for data extraction.
* I hereby consent to OPC and any approved sub-processor to process the Practice’s Personal Data as set out in Appendix 1.
* I hereby give consent for OPC to extract Pseudonymised Patient Data as set out in this Agreement and OPC EULA; and for Wellbeing to extract Pseudonymised patient data for OPC as set out in this Agreement and Apollo EULA.
* I authorise OPC to collect, review and process the Pseudonymised Data for each patient, and this may be repeated with regular and ad hoc data verification and validation exercises. The Practice data extraction period for ARRISA-UK will continue until all study protocol relevant data has been collected for the Practice, and in all cases no later than the end date of the study which is currently scheduled for 31 October 2021.
* I understand that no patient identifiable sensitive information will leave the Practice, unless agreed otherwise by both Parties for the purpose of secondary care or other healthcare data linkage.
* I hereby give consent for OPC to process and transfer patient identifiers (including NHS number, date of birth and sex) to NHS Digital via a trusted third party, Harvey Walsh, for the sole purpose of secondary care data record linkage. The patient identifiers will be promptly and securely destroyed following creation of a linked dataset. OPC shall not hold any sensitive patient identifiers.
* I understand and give consent for Pseudonymised data collected by OPC to be held in the OPC Service Database for OPC Service provision as set out on this Agreement.

The OPC Research Database (OPCRD) is established and maintained by OPC, and approved by NHS Health Research Authority (REC ref: 20/EM/0148) for research purposes. OPCRD collects Pseudonymised Data and provides only anonymised data for ethically approved scientific and exploratory research, to help improve patient outcomes. OPCRD continues to support numerous research publications in disease management, therapy and science. Proceeds from OPCRD help to provide the funding for delivering our services free to GP practices across the UK. To contribute data to OPCRD please confirm below (optional):* I understand and give consent for Pseudonymised Data collected by OPC to be held in OPCRD, where it may be used for ethically approved research purposes following anonymisation of the data. I agree that anonymised results from such research may be published. OPCRD primary care data may be linked to other healthcare datasets including, but not limited to, Hospital Episodes Statistics (HES), Scottish Morbidity Record (SMR) and Patient Episode Database for Wales (PEDW) for ethically approved research in accordance with regulatory and information governance requirements. **If you do not wish to contribute data to OPCRD, please tick the following box:**

**I hereby confirm that I have read and understood all the terms and processes above and acknowledge that the entire document, including the Terms of Service, OPC / Wellbeing EULA and Appendix 1 constitutes the entire Agreement. I agree and authorise OPC to provide the OPC Data Service at the Practice.****IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.** |
| **SIGNED ON BEHALF OF THE PRACTICE BY ITS DULY AUTHORISED REPRESENTATIVE (DATA CONTROLLER):** |
| SIGNATURE: |  | NAME: |  |
| DATE SIGNED: |  | JOB TITLE: |  |
|  |  |  |  |
| **SIGNED ON BEHALF OF OPTIMUM PATIENT CARE LIMITED (OPC) BY:** |
| SIGNATURE: |  | NAME: | CHRISTOPHER PRICE |
| DATE SIGNED: | 15/07/2020 | JOB TITLE:  | COMMERCIAL AND LEGAL DIRECTOR |

**TERMS OF SERVICE**

The Practice, as defined below, agrees to comply with and adhere to the processes and the terms and conditions set out in this entire Terms of Service (including Appendix 1 and EULA), for the provision of the OPC Data Service by Optimum Patient Care Limited (OPC) to the Practice, in return for the Practice providing its Pseudonymised Patient Data to the OPC Service Database (OPCSD) for the ARRISA-UK Study. Terms of Service replace and take precedence over any previous Terms of Services the Practice consented to.

OPC DATA SERVICE

OPC is a not-for-profit social enterprise which provides a quality improvement programme, research support services, data services and education initiatives in primary care. Our ethos is to help practices improve patient care through local data review with best-practice recommendations, and to help practices deliver research in their communities. OPC services are provided at no cost to practices; all OPC profits are reinvested into the service to further its social aim. OPC services are steered by a committee of leading experts and clinicians and governed by an independent oversight committee, the Anonymised Data Ethics & Protocols Transparency committee (ADEPT). Please refer to our service information or visit our website www.optimumpatientcare.org for further details of all our services.

OPC has been commissioned by the University of East Anglia (UEA) to provide the OPC Data Service to all practices participating in the ARRISA-UK Study, for collection and processing of primary care data required by the study. To conduct the OPC Data Service, participating practices are supported with Pseudonymised Patient Data extraction and secure transfer of patient identifiers for approved secondary care data linkage.

DATA PROCESSING (DATA EXTRACTION & DE-IDENTIFICATION)

In order for the Practice to provide Pseudonymised Patient Data for the OPC Data Service, the Practice agrees that primary care data shall be extracted from the GP clinical system using remote data extraction, and where necessary using manual or MIQUEST data extraction. We work in in partnership with Wellbeing Software (Wellbeing), formally known as Apollo Software Solutions, a leading supplier of NHS primary care data extraction services, to undertake some data extractions. Data extraction will involve practice remote access, installation and running of necessary software and provision of technical support from OPC and/or Wellbeing.

OPC only extracts and processes Pseudonymised Data. This is data which cannot be attributed to an individual (person) without additional information (linkage key) that is kept separately and securely; and has had identifiable information removed (e.g. name, date of birth, address, identification numbers) and replaced with a pseudonym for linkage. OPC is not able to re-identify any patients who have been pseudonymised as the linkage key for such re-identification is held only at the Practice. All patient identifiable sensitive information remains at the Practice under the Practice’s control and data protection.

For regular service provision, the initial data extraction is a bulk extraction (full retrospective data) and requires some basic practice support to set up. This is followed by regular (monthly) incremental extractions which require minimal input from the Practice. Patients with records expressing that their data should not be shared, including those who have expressed so through the National Data Opt-out Policy scheme as known to the Practice and to OPC, are excluded from all data extractions at source and also prior to import of extracted data into OPCSD. Sensitive data are also excluded from data extracted for any given patient. All data extracted is pseudonymised at source or at the Practice for service provision. The de-identification and extraction software adds a value known as a “salt” to the NHS number and then applies SHA-256, a one-way or irreversible secure hash algorithm designed by the National Security Agency, to generate the pseudonym for each data subject. No patient identifiable sensitive data leaves the Practice, unless agreed otherwise by the Parties for the purpose of linkage to secondary care data and other healthcare data or registries. Data is held in OPCSD temporarily and securely, and is processed, prior to being transferred to the ARRISA-UK research team at the UEA.

SECONDARY CARE DATA LINKAGE

OPC does not hold any Patient Identifiable Data (PID) from the Practice. The Practice agrees that in order to enable secondary care data linkage, the PID required for linkage (NHS number, date of birth and sex only) shall be transferred from the GP practice to NHS Digital via a trusted third party, Harvey Walsh Ltd, also trading as Open Vie Ltd (hereinafter “HW”), using the N3 Network (HSCN). HW are approved by the statutory provider of secondary care data, NHS Digital, and hold the Health Research Authority Confidentiality Advisory Group (HRA CAG) Section 251 approval (Ref: 18CAG0185) for the use of this methodology to hold PID for the purpose of data linkage. All PID held by HW will be transferred within the N3 network and held on a secure N3 server; and shall be promptly and securely destroyed following the creation of a linked dataset for the ARRISA-UK Study. The PID does not leave HW or NHS Digital or the secure N3 network. Once the secondary care data has been linked, the data for the research will be anonymised. Further information is available upon request.

DATA SECURITY AND PROTECTION

OPC services are provided under strict Confidentiality and Data Protection Policies, which safeguard confidential information that it may collect, create or process, in compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR), Data Protection Act 2018 (DPA) and NHS Data Security and Protection Toolkit (Ref: 8HR85) and The National Data Guardian’s (NDG) Data Security Standards – to provide data security and protection assurance to patients, practices and service users.

OPC acts as Data Processors (ICO Data Protection Register Ref: ZA197058) under the guidance of the Practice, who are Data Controllers on behalf of their patients within the terms of the GDPR/DPA. This Agreement between the Practice and OPC, provides the legal basis for OPC to extract, process, analyse and store Pseudonymised Data for the purpose of providing the Practice with the OPC Data Service for the ARRISA-UK Study. Wellbeing and Harvey Walsh act as approved Sub-processors contracted by OPC.

All OPC staff are subject to the Common Law Duty of Confidentiality and the GDPR/DPA. OPC staff are trained and fully understand the confidential and sensitive nature of the Pseudonymised Data extracted from Practices. OPC staff undertake certified mandatory annual NHS Data Security and Protection training, and a two-yearly NIHR certified Good Clinical Practice (GCP) training.

**Please refer to APPENDIX 1 for further data protection provisions relating to the processing of Personal Data.**

OPC RESEARCH DATABASE (OPCRD)

The Optimum Patient Care Research Database (OPCRD) is established and maintained by OPC. OPCRD receives Pseudonymised Data which has been de-identified (i.e. does not include patient identifiable information) from GP practices and provides only anonymised data to researchers for ethically approved scientific and exploratory research. OPCRD research is conducted with the intent to publish and results from research may appear in peer-reviewed publications for public benefit. OPCRD has supported numerous research publications in disease management, therapy and science. OPC research work helps to provide the funding OPC requires for delivering OPC services at no cost to GP practices across the UK.

OPCRD primary care data may be linked to other healthcare datasets including, but not limited to, Hospital Episodes Statistics (HES), Scottish Morbidity Record (SMR) and Patient Episode Database for Wales (PEDW) for ethically approved research in accordance with regulatory and information governance requirements. OPCRD has been reviewed and ethically approved by the NHS Health Research Authority to provide anonymised data for research (HRA REC ref: 20/EM/0148). OPCRD is governed by the Anonymised Data Ethics & Protocols Transparency committee (ADEPT). All research conducted using anonymised data from OPCRD must gain prior approval from ADEPT.

TERMINATION OF SERVICE

OPC Service can be terminated at any time at the discretion of the Practice. If you wish to terminate our service provision for your Practice, please email your request to: **services@optimumpatientcare.org** or phone our service team on **01223 967 855**. We will take some feedback from you to improve our service delivery. We will send a formal confirmation of service termination to your Practice by email and/or post. Following termination, OPC shall continue to hold the Practice data collected up to the point of termination unless the Practice notifies OPC in writing to destroy the data, subject to any applicable legal requirements for data retention. Please allow at least 4 weeks for our data extraction team to make the necessary technical arrangements to close all remote extraction processes in operation. You may resume OPC Service provision at any time by simply contacting us.

CONTACT US

OPC Data Service for ARRISA-UK

5 Coles Lane, Oakington, Cambridge, CB24 3BA

E: services@optimumpatientcare.org | T: 01223 967855 | www.optimumpatientcare.org

**APPENDIX 1: DATA PROTECTION PROVISIONS**

The GP practice listed above (“**Practice**”) and Optimum Patient Care Limited (“**OPC**”) (together the “**Parties**”) agree that the following provisions shall apply in respect of any Personal Data which is shared by the Practice and OPC

WHEREAS

1. The Practice acts as a Data Controller and OPC acts as Data Processor.
2. The Practice appoints OPC as a Data Processor to perform the Data Processing Services
3. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data.
4. The Personal Data which may be Processed under this Agreement includes: name, date of birth, postal address, contact number or email, and personal identifiers (IDs) e.g. NHS number, CHI number or HCN number in the GP electronic medical records and applies to patients within the Practice who have not opted-out of sharing their electronic medical records. Where data is Processed by a Sub-processor for the purpose of secondary care data linkage or other healthcare data linkage, the Personal Data may include Personal unique identifier e.g. NHS number, date of birth, gender/sex.

IT IS AGREED AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless otherwise defined herein, capitalised terms and expressions used in this Agreement shall have the following meaning:

“**Agreement**” means the OPC Data Service and Data Processing Agreement for ARRISA-UK and Data Sharing Agreement and all appendices;

“**Contracted Processor**” means the Data Processor or Sub-processor;

“**Data Processing Services**” means the data extraction, processing, analysis and transfer services, quality improvement programme, clinical review, research support services and other related services as outlined in the Terms of Service above which the Data Processor provides, and which may cover the Processing of Practice’s Personal Data. The definition may also include linkage with other datasets, such as secondary care data;

“**Data Protection Laws**” means EU Data Protection Laws and the Data Protection Act 2018, as amended or replaced from time to time.

“**Data Transfer**” means a transfer of Practice Personal Data from the Practice to Contracted Processor or an onward transfer of Practice’s Personal Data from a Contracted Processor to a Sub-processor

“**EEA**” means the European Economic Area;

“**EU Data Protection Laws**” means GDPR and laws implementing or supplementing the GDPR;

“**GDPR**” means EU General Data Protection Regulation 2016/679;

“**Practice Personal Data**” means any Personal Data Processed by a Contracted Processor on behalf of Practice pursuant to or in connection with the Agreement. This covers the full electronic medical record of the Practice;

“**Sub-processor**” means any person or company appointed by or on behalf of the Data Processor to process Personal Data on behalf of the Practice in connection with the Agreement

The terms, “**Commission**”, “**Data** **Controller**”, “**Data Processor**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

**2. PROCESSING OF PRACTICE PERSONAL DATA**

2.1 Data Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Practice’s Personal Data; and

2.1.2 not Process Practice’s Personal Data other than on the relevant documented instructions.

2.2 The Practice instructs Data Processor to process Practice Personal Data in order to deliver the Data Processing Services.

2.3 Practice’s Personal Data goes through Pseudonymisation with removal of all patient identifiable information before being included in the Optimum Patient Care Research Database (**OPCRD**) where consent has been given by the Practice. Data Processor may provide only anonymised datasets from OPCRD to third parties under a limited licence (usually twelve months unless a research project reasonably requires a longer retention period) to answer ethically approved research questions. These datasets shall have been anonymised in accordance with the Information Commissioner’s Office Anonymisation Code of Practice.

**3. DATA PROCESSOR PERSONNEL**

Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contractor Processor who may have access to the Practice Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Practice Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

**4. SECURITY**

4.1 Taking into account the current state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Processor shall in relation to the Practice Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR or any equivalent Data Protection Laws.

4.2 In assessing the appropriate level of security, Data Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

**5. SUB-PROCESSING**

Data Processor shall not appoint or disclose any Personal Data to any Sub-processor unless required or authorised by the Practice.

**6. DATA SUBJECT RIGHTS**

6.1 Taking into account the nature of the Processing, Processor shall assist the Practice by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Practice obligations, as reasonably understood by Practice, to respond to requests to exercise Data Subject rights under the Data Protection Laws including compliance with the National Data Opt-out Policy.

6.2 Data Processor shall:

6.2.1 promptly notify Practice if it receives a request from a Data Subject under any Data Protection Law in respect of Practice’s Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Practice or as required by Applicable Laws to which the Data Processor is subject, in which case Data Processor shall to the extent permitted by Applicable Laws inform Practice of that legal requirement before the Contracted Processor responds to the request.

**7. PERSONAL DATA BREACH**

7.1 Data Processor shall notify Practice without undue delay upon Data Processor becoming aware of a Personal Data Breach affecting Practice’s Personal Data, providing Practice with sufficient information to allow Practice to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Data Processor shall co-operate with the Practice and take reasonable commercial steps as are directed by Practice to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

**8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

Data Processor shall provide reasonable assistance to Practice with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Practice reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Practice Personal Data by, and taking into account the nature of the Processing and information available to the Contracted Processors.

**9. DELETION OR RETURN OF PRACTICE PERSONAL DATA**

In accordance with Article 5(1)(e) of GDPR or equivalent provisions of any other Data Protection Law, Data Processor may continue to store Personal Data after performing the Data Processing Services solely for purposes in the public interest and scientific research, subject to ensuring appropriate security and storage measures are taken.

**10. AUDIT RIGHTS**

Data Processor shall make available to the Practice on request all information necessary to demonstrate compliance with this Agreement.

**11. DATA TRANSFER**

11.1 The Data Processor may not transfer or authorise the transfer of Personal Data to countries outside the EU and/or the EEA without the prior written consent of the Practice. If Personal Data processed under this Agreement is transferred from a country within the EEA to a country outside the EEA, the Parties shall ensure that the Personal Data are adequately protected.

11.2 Anonymous or anonymised research data is not Personal Data and is not subject to the above restriction on data transfer.

**12. LEGAL BASES**

The legal bases for processing any Personal Data are:

1. medicines and medical device monitoring – Article 6(e) and Article 9(2)(i) GDPR – public interest in the area of public health; and
2. medical research and statistics – Article 6(e) and Article 9(2)(j) – public interest and scientific research purposes.

**OPC END USER LICENCE AGREEMENT (OPC EULA)**

**This End User Licence Agreement (the “Agreement”) is made between: Optimum Patient Care Ltd (“us/we/OPC”) and the GP Practice Manager as the end user (“you/licensee”).**

“**Software**” shall be defined for the purpose of this OPC EULA as any software or components or derivatives thereof (including any improvements or updates thereto), which have been developed, created, established and/or are owned by us, that provides practice and patient reports, downloads data, schedules extracts to run at desired frequency, extracts the data, redacts the data, encrypts it and sends it to required destination, such definition shall include, but not be limited to, the OPC extraction tool, the OPC Redactor and OPC Tools.

“**Intellectual Property Rights**” shall mean patents, copyright, rights to inventions and related rights and any other form of ownership rights, trademarks, trade names and domain names, know-how, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, rights in confidential information and any other technical property rights including technical infrastructure and methodologies, in each case whether registered or unregistered and including all applications (and rights to apply for), and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“**Effective Date**” shall mean the date the Software is installed.

“**OPC Service Agreement**” shall mean the agreement entered between the Practice entity and OPC for the provision of services and extraction of data.

**By installing Software, you agree to be bound by the terms of this Agreement.**

**1. LICENCE**

1.1 We hereby grants to you a revocable, non-perpetual, non-exclusive, non-transferable, limited right to install and use the Software for the Term of this OPC EULA, for the purpose of producing data extracts, providing patient and practice reports, and for us downloading data, updating schedules and updating extract queries where the same are consented to by patients, provided that you, the practice, any staff personal and/or third party shall not attempt to:

1.1.1 make copies of the Software, other than a single copy in machine readable form to be used solely for back-up purposes;

1.1.2 decompile, reverse engineer, disassemble, dismantle, decipher, decrypt or attempt to derive the source code of any internal data files or any portion of the Software or otherwise reduce the software to a human readable form;

1.1.3 remove, alter or obscure any proprietary notice of us; or

1.1.4 modify, adapt, improve, enhance, translate, prepare derivative works or otherwise alter the Software or any internal data files of any portion of the Software (including third party embedded software); or copy, reproduce, sell, distribute, licence, rent or otherwise allow access to the Software or any part of it to a third party.

**2. INTELLECTUAL PROPERTY AND OWNERSHIP RIGHTS**

2.1. We own the copyright and all associated rights in the Software and of any authorised (and unauthorised) copies you make. No such ownership rights shall be transferred or provided to you and you hereby agree you shall claim no such rights over the Software.

2.2 You acknowledge that all Intellectual Property Rights in the Software and any modifications or improvements thereto are owned solely by us and shall belong to us and our affiliates exclusively, and you shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement only.

**3. LIABILITY**

3.1. Neither us nor any of our directors, officers, employees, subcontractors or agents shall be liable to you (including without limitation, in contract, negligence and tort liability) for any loss of profit, loss of revenue, loss of opportunity or goodwill or for any consequential or indirect loss or damage in connection with this agreement. You acknowledge that Software has been provided on the basis of this liability restriction.

3.2 The maximum liability of either party in connection with this agreement shall not exceed £50,000.

3.3 To the full extent permitted by applicable law, in no event shall we be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the software even if you have made us aware of the possibility of such damages..

**4. DISCLAIMER OF WARRANTIES**

4.1. Except as otherwise expressly set out in this Agreement, the Software is licensed on an “as is” and “as available” basis, without any technical support or warranty of any kind from us including, but not limited to, a warranty of satisfactory quality and suitability, warranty of security, warranty regarding fitness for any particular purpose and a warranty regarding non-infringement of third-party intellectual property rights, and you agree that your use of the Software is at your sole and absolute risk and discretion.

**5. TERM AND TERMINATION**

5.1. This Agreement shall be deemed to have commenced on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue until one party notifies the other party of its intention to terminate this OPC EULA or the OPC Service Agreement, such notice shall provide the date of termination (“**Term**”).

5.2 We may, in our sole and absolute discretion, at any time and for any reason, suspend or terminate this OPC EULA and the rights afforded to you hereunder with or without prior notice. Further, if you fail to comply with the terms and conditions of this OPC EULA, then this OPC EULA and any rights afforded to you hereunder shall terminate automatically and immediately, without any notice.

5.3 Upon termination of this OPC EULA, you shall cease all use of the Software and uninstall the Software.

**6. GENERAL PROVISIONS**

6.1. Any person who is not a party to this agreement shall have no right to enforce any term against us under the Contract (Rights of Third Parties) Act 1999.

6.2 You may not assign or sub-contract, in whole or part, your benefits or obligations under this OPC EULA without prior written consent of us.

6.3 The rights and remedies provided in this Agreement are in addition to, and do not exclude, any rights and remedies provided by law.

6.4 Any failure by a party to act shall not be deemed a waiver and no right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.

6.5 This Agreement shall be governed by the laws of England and Wales and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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