

IE-EMPcon20

Non-executive director's service agreement

Service Contract

Dated: [\[date\]](#)

Name: [\[name\]](#)

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Schedule Data Protection Act 2018 Compliance

work as a director of [REDACTED], [REDACTED]
[REDACTED].

2. Entire understanding

Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) between us. If there are any, they are [REDACTED].

3. Appointment and fee

- 3.1. You are appointed as a non-executive director of the Company for a term of [five years], subject to the constitution of [REDACTED].
- 3.2. Your continuing in office is subject to your re-[REDACTED].
- 3.3. The Company will pay you the sum of € [amount] [REDACTED].

4. Director's status

- 4.1. You are an independent self-employed contractor. You acknowledge that this agreement does not create any [REDACTED].
- 4.2. You are not an agent of the Company and do not have authority to enter [REDACTED].
- 4.3. You agree to indemnify the Company against any cost or liability, claim or penalty arising from a demand made by any governmental [REDACTED].

.....
.....:

8.1.1 except as provided in this agreement, not divulge to any person, (.....) ;

8.1.2 not use the Confidential Information in any way for yourself , ;

8.1.3 not store, copy, or use the Confidential [.....].

9. New Intellectual Property

9.1. It is possible that in the
..... ,
..... .

9.2. For the sake of good order, you
..... ,
..... .

9.3. You agree that all works of authorship arising in
" "
..... .

9.4. You undertake to do whatever is necessary from time to time to vest legal ownership of New IP in the Company.
.....
..... .
..... ,
..... ,

9.5. If the Company requires a signature from you or action by you in connection with New IP, and is unable to secure that signature or
..... , ,
..... / /

11. Processing your personal data

To satisfy our legal obligations, we process your personal data according to our Privacy Policy, dated 15 June 2018. We process your personal data for the following purposes:

12. Publicity / Announcements

12.1. No public or press announcement shall be made in connection with this agreement.

OR

12.2. Neither party shall:

12.2.1 make any public announcement; or

12.2.2 disclose any information; or

12.2.3 allow expressly or impliedly, in any form, the disclosure of any information;

about this agreement without the prior written consent of the other party.

12.3. By way of exception to the last previous sub paragraph, the parties agree to the issue of [1],

OR

12.4. The parties agree to the issue of [1],

13. Duration and termination

This agreement shall terminate automatically on the date of the termination of the relationship between the parties:

.....
.....).

14.4. If on the date you leave, money is owed
.....,
.....
.....

14.5. All provisions of this agreement
.....

15. Miscellaneous matters

15.1. No amendment or variation to this agreement
.....,
.....

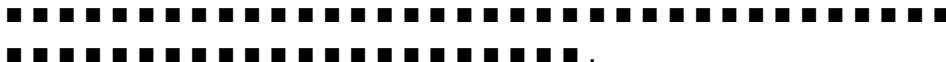
15.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated
.....,
.....
.....
.....
.....,
.....
.....

15.3. No failure or delay by any party to exercise any right,
.....
.....
.....

15.4. Any notice to be served on either party shall be sent by hand or by first class post
.....
..... [72] [24]
.....

15.5. So far as the law permits,
.....,
.....

15.6. The validity, construction and performance of this agreement shall
.....



Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Director name]

Your requirement for these provisions depends heavily on the importance to you of protecting new intellectual property and the chance that the non-exec will be in a position to damage ■■■■■■■■■■. ■■■■■■■■■■. ■■■■■■■■■■.

10. No competition

This is another paragraph which may be controversial. The extent to which you wish to use it relates directly to your ■■■■■■■■■■. ■■■■■■■■■■. ■■■■■■■■■■.

If any sub-paragraph is left in place ■■■■■■■■■■. ■■■■■■■■■■.

11. Processing your personal data

Self explanatory provision.

This paragraph deals with the obligations of an organistaion / company to every employee, contractor. That also includes the ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■. ■■■■■■■■■■.

We suggest leave this provision as is ■■■■■■■■■■. ■■■■■■■■■■.

12. Publicity / Announcements

These are entirely optional. ■■■■■■■■■■.

13. Duration and termination

There is already a termination date by virtue of the fixed term of the contract. This adds two alternatives. The contract contains no “bad behaviour” provision, so it ■■■■■■■■■■. ■■■■■■■■■■ “■■■■■” ■■■■■■■■■■. ■■■■■■■■■■.

14. Procedure after termination

Substantial deletion may be required

This is another provision which you may wish drastically to reduce. Edit freely, but do consider whether you would still want to cut it down if your new man/woman left you ■■■■■■■■■■. ■■■■■■■■■■.

.....
.....
.....

Damage is often caused by mischief at this time, because the contract is at an end. The director no longer

15. Miscellaneous matters

A number of technically important points which should be left in

Schedule

Paragraph numbers refer to

1. Definitions

Basic terms defined in the

2. Data protection

A basic summary.

3. Legal basis of processing

The Act allows a person or business to process
.....
....., "....." ("....." "....." "....."
.....).

- One or both of
.....
- Less commonly, some
.....
.....

Where the data subject is a non executive director the most obvious
..... ".....".
.....
.....

