IE-EMPcon20

Non-executive director's service agreement

Service Contract

Dated: [date]

Name: [name]

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Schedule Data Protection Act 2018 Compliance

This contract is dated: [date]

Company name: [company name] ("the Company" [redacted] " [redacted] / [redacted] ")

Company's address is: [company address]

You are: [director name]

Your address is: [director address]

The contract terms are:

1. Definitions

"Board"	means the body of directors collectively.
"Confidential Information"	means all information about the Company, including: any information which may give a commercially competitive advantage to any other [redacted] . [redacted] : • information about staff, their performance and [redacted] ; • information about the Company's intellectual property, its Know-how and all [redacted] ; • information created or arising from this agreement; It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted] .
"Know-how"	means scientific or technical information, and other procedures and ways of working and organising which are [redacted] .
"New IP"	means any intellectual property written, discovered or arising from your appointment and

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

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5. Meetings and work

Your contribution as a non-[redacted] :

5.1. to attend meetings of the Board at the head office of the Company or at some other place within 30 kilometers of that office, [redacted] [12] [redacted] .

5.2. to contribute considered opinions on the issues discussed.

5.3. to hold office as a [redacted] .

5.4. to attend meetings of any committee of [redacted] .

5.5. At all meetings, [redacted] .

5.6. to undertake such additional work as is necessary to enable [redacted] .

6. Responsibilities as director

You agree that [redacted] :

6.1. bring to the attention of [redacted] .

6.2. tell the Board about any [redacted] - [redacted] .

6.3. not during your appointment as a non-executive director of the Company accept any appointment ([redacted] , [redacted] , [redacted] , [redacted]) [redacted] , [redacted] .

6.4. not do anything that would [redacted] ;

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6.5. at all [redacted];

6.6. not, in relation to the affairs of the Company, directly or indirectly, receive or obtain [redacted], [redacted], [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted];

6.7. not at any time [redacted];

6.8. never put yourself in a [redacted].

7. Staff handbook and Company policies

7.1. You now agree to comply with and to [redacted]:

7.1.1 health and safety;

7.1.2 equal opportunities and non-harassment;

7.1.3 maternity and parental leave;

7.1.4 computer use, Internet and communications;

7.1.5 Company vehicles;

7.1.6 data protection.

7.2. Insofar as any of these policies imposes an expectation of behaviour on you as [redacted], [redacted].

8. Confidentiality

8.1. You are aware that in the course of your work you will [redacted]

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[redacted]:

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

8.1.2 not use the Confidential Information in any way for yourself [redacted];

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

9. New Intellectual Property

9.1. It is possible that in the [redacted].

9.2. For the sake of good order, you [redacted].

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

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

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 [redacted]/[redacted]/[redacted]

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[redacted]

10. No competition

10.1. The following restrictions apply whether intended to benefit you or any other [redacted] , [redacted] . [redacted] [[redacted]] [redacted] .

10.2. You agree that you will not engage in any [redacted] .

10.3. You agree that you will not advise, instruct, do or assist in any [redacted] .

10.4. The restrictions imposed by the last previous [redacted] .

10.5. You agree that you will not advise, instruct, do or assist [redacted] , [redacted] .

10.6. You agree that you will not employ or provide work [redacted] .

10.7. You have carefully considered the provisions of this [redacted] .

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11. Processing your personal data

To satisfy our legal obligations, we process your personal data according [redacted] 2018 . [redacted] , [redacted] .

12. Publicity / Announcements

12.1. No public or press announcement shall be made [redacted] .

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 [redacted] , [redacted] ;

about this agreement without [redacted] .

12.3. By way of exception to the last previous sub paragraph, [redacted] .

OR

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

13. Duration and termination

This agreement shall terminate automatically [redacted] . [redacted] , [redacted] :

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13.1. By mutual agreement on an agreed date.

13.2. On [number] [redacted] .

14. Procedure after termination

14.1. However this agreement [redacted] , [redacted] , [redacted] :

14.1.1 immediately resign as a director of the Company or of [redacted] ; [redacted]

14.1.2 immediately transfer to whoever the Company [redacted] , [redacted] ; [redacted]

14.1.3 irrevocably authorise the Company to [redacted] ; [redacted]

14.1.4 not from that time represent to [redacted] ; [redacted]

14.1.5 delete all Confidential [redacted] , [redacted] .

14.2. If requested by the Company, you will

14.2.1 refrain from any [redacted] ,

14.2.2 not contact or communicate [redacted] , [redacted] , [redacted] ; [redacted]

14.3. If you fail to comply with any provision of this paragraph where compliance could be achieved by the signing of some document or doing of [redacted] , [redacted] ([redacted]

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[redacted]).

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

14.5. All provisions of this agreement [redacted] , [redacted] .

15. Miscellaneous matters

15.1. No amendment or variation to this agreement [redacted] , [redacted] .

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 [redacted] , [redacted] . [redacted] , [redacted] .

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

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

15.5. So far as the law permits, [redacted] , [redacted] .

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

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……………………………………………………………………….

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]

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Schedule: Data Protection Act 2018 Compliance

1. Definitions

[redacted] , [redacted] :

"Act"	means the Data Protection Act 2018.
“Directive”	[redacted] ([redacted]) 2016 / 680 [redacted] 27 [redacted] 2016 [redacted] , [redacted] , [redacted] , [redacted] , [redacted] 2008 / 977 / [redacted] .
“the Data Protection Regulations”	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] , [redacted] 95 / 46 / [redacted] ([redacted]).
“the Law”	means all or any of: (a) the Data Protection Regulation, (b) the Act, (c) the Data Protection Act 1988, (d) the Data Protection Act 2003, (e) regulations made under the Act, (f) Directive.

" [redacted] ", " [redacted] ", " [redacted] ", " [redacted] ", " [redacted] ", " [redacted] " [redacted] " [redacted] " [redacted] , [redacted] . [redacted] “ [redacted] ” [redacted] “ [redacted] ” [redacted] . [redacted] “ [redacted] ”.

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[redacted], "[redacted]", [redacted].

1. Data Protection

1.1. [redacted].

1.2. [redacted], [redacted], [redacted]. [redacted].

1.3. [redacted] 1 [redacted].

2. Legal basis of processing your personal data

2.1. [redacted], [redacted], [redacted], [redacted]. [redacted].

2.2. [redacted], [redacted]. [redacted], [redacted]. [redacted], [redacted].

3. Change in the legal basis of processing

3.1. [redacted]. [redacted].

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3.2. [redacted], [redacted].

3.3. [redacted], [redacted] [redacted] - [redacted]].

4. Disclosure and/ or sharing of your personal data

4.1. [redacted]. [redacted]. [redacted].

4.2. [redacted], [redacted]. [redacted].

4.3. [redacted].

4.4. [redacted]. [redacted], [redacted].

4.5. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted]. [redacted], [redacted].

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5. Your access request

5.1. [redacted], [redacted]. [redacted], [redacted] [[redacted]] [redacted] [[redacted] - [redacted]].

5.2. [redacted], [redacted].

5.3. [redacted], [redacted]. [redacted], [redacted], [redacted]. [redacted], [redacted].

6. Removal of information

[redacted], [redacted]. [redacted], [redacted].

7. Who handles your data

7.1. [redacted]. [redacted], [redacted] [[redacted]] [redacted] [[redacted]].

7.2. [redacted], [redacted].

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Appendix 1 to Schedule 2

Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

1.1. [redacted], [redacted], [redacted], [redacted].

1.2. all information you gave to us.

1.3. financial information processed through the banking system.

1.4. [redacted], [redacted], [redacted].

1.5. information relevant to the performance of your contract.

1.6. [redacted]; [redacted], [redacted]; [redacted]; [redacted].

1.7. [redacted], [redacted].

1.8. [[redacted]].

2. [redacted]

[redacted]:

2.1. satisfy our obligations under this contract;

2.2. [redacted];

2.3. [redacted].

[redacted]. [redacted].

2.4. [redacted]/[redacted]/[redacted]/[redacted]/[redacted];

2.5. [redacted]([redacted]).

3. Post termination

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3.1. [redacted], [redacted]:

i) [redacted]-[redacted];

ii) [redacted], [redacted], [redacted], [redacted]. [redacted].

3.2. [redacted], [redacted]:

iii) [redacted];

iv) [redacted];

v) [redacted].

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Explanatory notes

Non-executive director's service agreement

General notes

1. The relationship between a non-exec and his company can vary enormously. At one end of the spectrum a company may have a non-exec thrust upon them by a lender. At the other end, an experienced friend may be persuaded to join and give guidance. The first will [redacted]; [redacted].

   An arm's length non-exec will probably be in a position to dictate the terms of his appointment and will therefore produce his own draft document. We now therefore provide a document at the "soft" end of the spectrum. It is not drawn with a view to protecting either party against every eventuality (unlike most Net Lawman documents, which are) but rather to provide a basic document which can reasonably be agreed. Despite that, there are many provisions which you may feel are still too strong. Our advice is therefore that you consider [redacted], [redacted]. [redacted].

2. One factor which will be particularly relevant to you is the extent to which your business, by its nature is susceptible to damage by a third party who becomes an insider. If you are working on something with a high intellectual property content, or a secret weapon, or [redacted], [redacted].

Paragraph specific notes

1. Definitions

"Board" is an old fashioned term, but useful when referring to [redacted].

2. Entire understanding

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This paragraph prevents a party from later saying he was relying on some other document or what was said or [redacted]. [redacted].

3. Appointment and fee

We have no comment. Five years is a long time unless you also have an early termination provision - as provided towards the end of this document. Some company articles require that directors retire periodically and put themselves forward for re-election. This [redacted], [redacted].

4. Director's status

Check that this is exactly correct. Edit only if necessary. Revenue Commisioner will investigate the earnings of a non-exec and will declare her / him to be an employee if [redacted]. [redacted].

5. Meetings and work

Revenue Commissioner will rule that the non-exec director is technically an employee if you give him “employment” tasks. If you are in any doubt as to his status, you should use an [redacted], [redacted], [redacted].

6. Responsibilities as director

Check that this is exactly correct. Edit [redacted].

7. Staff handbook and company policies

Delete if you use no such documents or edit to fit what you do provide. The policies mentioned here all relate to areas where you have statutory responsibilities. It is therefore important not only to have policies in [redacted], [redacted].

8. Confidentiality

Because this provision is so important to most organisations, even your directors must be left in no doubt as to their obligations. We have explained rather than simply [redacted]. [redacted].

9. New Intellectual Property

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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 [redacted] .

10. No competition

This is another paragraph which may be controversial. The extent to which you wish to use it relates directly to your [redacted] - [redacted] .

If any sub-paragraph is left in place [redacted] .

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 [redacted] , [redacted] , [redacted] .

We suggest leave this provision as is [redacted] .

12. Publicity / Announcements

These are entirely optional. [redacted] .

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 [redacted] “ [redacted] ” [redacted] - [redacted] .

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 [redacted] .

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[redacted].

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

15. Miscellaneous matters

A number of technically important points which should be left in [redacted].

Schedule

Paragraph numbers refer to [redacted].

1. Definitions

Basic terms defined in the [redacted]. [redacted].

2. Data protection

A basic summary. [redacted].

3. Legal basis of processing

The Act allows a person or business to process [redacted], [redacted] " [redacted] " ([redacted] " [redacted] " [redacted] " [redacted] "). [redacted] :

- One or both of [redacted].
- Less commonly, some [redacted].

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

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You must make sure that when you ask specifically for [redacted] , [redacted] . [redacted] .

4. Change in the legal basis of processing

You [redacted] . [redacted] .

5. Disclosure and/ or sharing of personal data

You must say who gets to see or use your director's [redacted] . [redacted] " [redacted] ". [redacted] .

6. Access to personal data

The Act provides that a data subject has [redacted] , [redacted] .

7. Removal of information

You should [redacted] . [redacted] .

8. Who handles your data

This paragraph sets [redacted] .

In any case, you must tell [redacted] , [redacted] . [redacted] .

Notes to the Appendix to the Schedule

We have separated these provisions into an appendix [redacted] . [redacted] , [redacted] .

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The appendix is simply your [redacted] , [redacted] , [redacted] .

The purpose of [redacted] .

We have given you [redacted] . [redacted] .

Make [redacted] , [redacted] .

The third numbered heading is unlikely to require edit. [redacted] . [redacted] - [redacted] .

Basic Irishlaw relating to limitation for [redacted] , [redacted] , [redacted] .

End of notes

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