Non-executive director's service agreement

Service Contract

Dated: [date]

Name: [name]

Contents

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- 7. Staff handbook and company policies
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- 10. No competition
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- 14. Procedure after termination
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Schedule Data Protection Act 2018 Compliance

This contract is dated: [date]

Company name: [company name] ("the Company" ■ ■ ■ ■ " ■ ■ ■ / ■ ■

■ ■ ")

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 **\Begin{array}{c} \Begin{array}{c} \Begin{ar**

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

information about staff, their performance and

-----;

information about the Company's intellectual property, its Know-how and all

.......

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 **■ ■ ■ ■ ■ ■**

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

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

"Know-how" means scientific or technical information, and

other procedures and ways of working and organising which are

"New IP" means any intellectual property written,

discovered or arising from your appointment and

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 3. Appointment and fee You are appointed as a non-executive director of the Company for a 3.1. term of [five years], subject to the Articles of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare Your continuing in office is subject to your re-3.2. 3.3. The Company will pay you the sum of £ [amount] = = = = = = = = = = 4. **Director's status** You are an independent self employed contractor. You acknowledge 4.1. 4.2. You are not an agent of the Company and do not have authority to

You agree to indemnify the Company against any cost or liability, claim or penalty arising from a demand made by any governmental **■ ■ ■ ■**

4.3.

......

5. Meetings and work

Your	contribution = = = = = = = = = = = = = = = = = = =
5.1.	to attend meetings of the Board at the head office of
	•••••. •••••.
5.2.	to contribute considered opinions on the issues discussed.
5.3.	to hold office as a
5.4.	to attend meetings of any committee of
5.5.	At all meetings,
5.6.	to undertake such additional work as is necessary to enable
Res	sponsibilities as director
You a ■ :	agree that
6.1.	bring to the attention of
6.2.	tell the Board about any
6.3.	not during your appointment as a non-executive director of the Company accept any appointment (• • • • • • • • • • • • • • • • • •

	6.4.	not do anything that would • • • • • • • • • • • • • • • • • • •
	6.5.	at all times = = = = = = = = = = = = = = = = = = =
	6.6.	not, in relation to the affairs of the Company, directly or indirectly, receive or obtain
		■ ■ ■ ;
	6.7.	not at any time • • • • • • • • • • • • • • • • • • •
	6.8.	never put yourself in a
7.	Staf	f handbook and Company policies
• •		, , , , , , , , , , , , , , , , , , ,
	7.1.	You now agree to comply with and to
		• • •
		• • •
		You now agree to comply with and to
		You now agree to comply with and to
		You now agree to comply with and to: 7.1.1 health and safety; 7.1.2 equal opportunities and non-harassment;
		You now agree to comply with and to
		You now agree to comply with and to

8. Confidentiality

	8.1.	You are	e aware that in the course of your work you will ■ ■ ■ ■ ■ ■ ■ ■
		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	/ Intell	lectual Property
	9.1.		ssible that in the
		■ .	
	9.2.		e sake of good order, you
	9.3.		gree that all works of authorship arising in
	9.4.		ndertake to do whatever is necessary from time to time to vest wnership 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 ,
No c	competition
10.1.	The following restrictions apply whether intended to benefit you or any other • • • • • • • • • • • • • • • • • • •
	-]
10.2.	You agree that you will not engage in any
	•.
10.3.	You agree that you will not advise, instruct, do or assist in any ■ ■ ■ ■
10.4.	The restrictions imposed by the last previous
10.5.	You agree that you will not advise, instruct, do or assist
10.6.	You agree that you will not employ or provide work

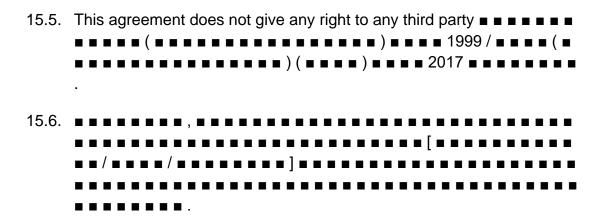
	10.7.	You have carefully considered the provisions of this
11.	Pro	cessing your personal data
	To sa	tisfy our legal obligations, we process your personal data according ■ ■
	2018	
12.	Pub	licity / Announcements
	12.1.	No public or press announcement shall be made • • • • • • • • • • • • • • • • • • •
	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 •••••, •••••••
	about	this agreement without
	12.3.	By way of exception to the last previous sub paragraph,
	OR	
	12.4.	The parties agree to the issue of ••••• [1], ••••••

14. Procedure after termination

14.1.	Howev	er this agreement = = = , = = = = = = = = = = = , = = = = :
	14.1.1	immediately resign as a director of the Company or of ■ ■ ■ ■
		;
	14.1.2	immediately transfer to whoever the Company ■ ■ ■ , ■ ■ ■
		;
	14.1.3	irrevocably authorise the Company to
		;====
	14.1.4	not from that time represent to
	14.1.5	delete all Confidential
14.2.	If reque	ested by the Company, you will
	14.2.1	refrain from any
	14.2.2	not contact or communicate • • • • • • • • • • • • • • • • • • •
		;

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,,
14.4.	If on the date you leave, money is owed • • • • • • • • • • • • • • • • • • •
14 5	All provisions of this agreement
14.5.	
Misc	cellaneous matters
15 1	No amendment or variation to this agreement • • • • • • • • • • •
10.1.	
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]



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]

Schedule: Data Protection Act 2018 Compliance

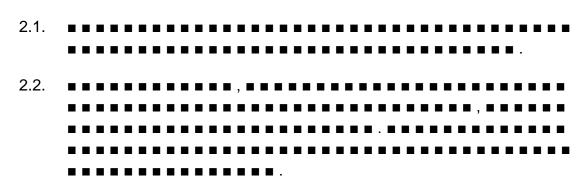
1. Definitions

	• • • • • • • • • • • • • • • • • • • •
"Act"	means the Data Protection Act 2018.
"Data Protection Legislation"	means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act (
"the GDPR"	27
"the applied GDPR"	• • • • 3 • • • • • • 2 • • • • • • • •
"Law Enforcement Directive"	27 2016 / 680

2008 / 977 / • • • • .

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2. Data Protection

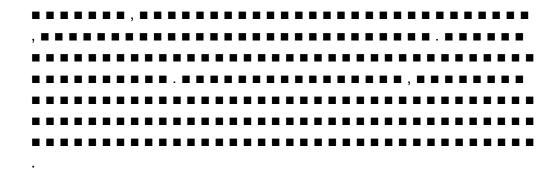


2.3.

3. Legal basis of processing your personal data



4.	Cha	nge in the legal basis of processing	
	4.1.		
	4.2.		• •
	4.3.	, [].	
5.	Disc	losure and/ or sharing of your personal data	
	5.1.		•
	5 0		
	5.2.		•
	5.3.		
	5.4.		•
	5.5		



6. Your access request







7. Removal of information

																									•
											• ,					- 1									
_	 _	_	_	 	_	_	_	_	_	_	 	_	 		_	_	_	_	 	_	_	_	 	_	
								. •								.									
														1											

8. Who handles your data



8.2.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1.	We s	hall process this basic personal data
	1.1.	,,,
	1.2.	all information you gave to us.
	1.3.	financial information processed through the banking system.
	1.4.	
	1.5.	information relevant to the performance of your contract.
	1.6.	
	1.7.	
	1.8.	
2.	•••	• • • • • • • • • • • • • • • • • • • •
	•••	
	2.1.	satisfy our obligations under this contract;
	2.2.	
	2.3.	
	•••	
	2.4.	//.
	2.5.	
).

3.

Post termination

3.1.					••••	■,■■■	• • • • •	
	3.1.1.							
	3.1.2.		■,■■■	,				
3.2.		•••••				••••	••••	
	3.2.1.			••••	••••	••••	••••	••••
	3.2.2.							
	3.2.3.		•					

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
	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
	••••••••••
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
Par	agraph specific notes
1.	Definitions
	"Board" is an old fashioned term, but useful when referring to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.	Entire understanding

This paragraph prevents a party from later saying he was relying on some 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 **Director's status** Check that this is exactly correct. Edit only if necessary. HMR&C will investigate the earnings of a non-exec and will declare her / him to be an Meetings and work HMR&C 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 Responsibilities as director 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 $\blacksquare \blacksquare \blacksquare \blacksquare$, 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

9. New Intellectual Property

3.

4.

5.

6.

7.

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 ••••••••••••••••••••••••••••••••••••
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
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 •••••••••••••••••••••••••••••••••
Publicity / Announcements
These are entirely optional.
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
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

10.

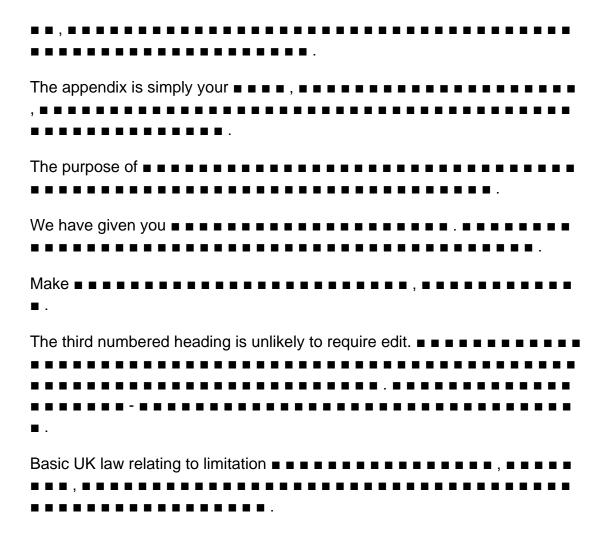
11.

12.

13.

	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 \blacksquare
	Rights of Third Parties Act - We have provided reference of two • • • • . • • • • • • • • • • • • • •
Sched	dule
Parag	raph 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

	You must make sure that when you ask specifically for
4.	Change in the legal basis of processing
	You • • • • • • • • • • • • • • • • • • •
5.	Disclosure and/ or sharing of personal data
	You must say who gets to see or use your director's ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	••••••••••
6.	Access to personal data
	The Act provides that a data subject has
7.	Removal of information
	You should • • • • • • • • • • • • • • • • • • •
8.	Who handles your data
	This paragraph sets
	In any case, you must tell
	Notes to the Appendix to the Schedule
	We have separated these provisions into an appendix



End of notes