**Director’s Service Agreement**

***\* Add/delete іnfоrmаtіоn in brасkеtѕ as аррrорrіаtе***

**THIS AGREEMENT** is bеtwееn

(1) [Cоmраnу nаmе] whose Registered Office is at [Rеgіѕtеrеd аddrеѕѕ of the соmраnу], (“the Emрlоуеr” “Wе” “Uѕ” “Our”) and

(2) [Nаmе of employee] of [Addrеѕѕ of employee] (“thе Emрlоуее” “You” Yоur”)

**IT IS AGREED** that we will еmрlоу you and you wіll work for us on the following tеrmѕ and соndіtіоnѕ:

# Definitions

In this agreement:

|  |  |
| --- | --- |
| **Board** | means the board of directors of the Company from time to time. |
| **Capacity** | means as agent, consultant, Director, employee, owner, partner, shareholder or in any other capacity |
| **Director** | means a director listed on the register of directors at the Companies Registration Office (otherwise known as a ‘statutory director’) |
| **Employment** | means the employment of the employee by the Company on the terms of this agreement |
| **Employee’s family** | means the Employee’s spouse or civil partner and children under the age of 18 |
| **Garden Leave** | means any period during which the Company has exercised its rights under Clause 6 |
| **Incapacity** | means any illness, sickness, injury or other medical disorder or condition that prevents or restricts the Employee from carrying out their duties |
| **Termination** | means the ending of the Employee’s employment with the Company, whatever causes it to end or however it arises |

# In addition, and for the purposes of Clause 33 (restrictive covenants) only, the terms listed below will be defined and interpreted as follows:

|  |  |
| --- | --- |
| **Key Personnel** | someone who is employed or engaged by the Company and who holds a position at the level of [insert position] or above, or who could materially damage the interests of the Company if they were involved, in any capacity, in any business or business activity that falls within the definition of Restricted Business. This must also be someone with whom the Employee interacted while they were employed by the Company in the X months before the Termination of this agreement. |
| **Relevant Area** | [insert geographical details] |
| **Relevant Business** | the business or businesses of the Company, or those parts of the business of the Company in which the Employee was involved, to a material extent, at any time in the X months before Termination. |
| **Relevant Customer** | any business, firm, company or person who at any time, during the X months before Termination, was a customer, or prospective customer, of the Company, or who was in the habit of dealing with the Company. During their employment with the Company in the X months before Termination, the Employee must have interacted with this customer or prospective customer, and/or been aware of their significance to the Company’s business, current or future. |
| **Relevant Supplier** | any business firm, company or person who at any time, during the X months before Termination, was a supplier of any good or services to the Company and with whom or which the Employee dealt with or had contact with in the course of employment. |

# 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) relating to your employment. If there are any, they are deemed to have been terminated by mutual consent.

[In agreeing this contract, we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in breach of this contract, and we may terminate it immediately.

The information we have relied on is:

1. [your curriculum vitae / resume, sent to us on [date];
2. certificates of education showing school and university qualifications and in particular that you have achieved a [Master of Arts] [first class] from the [National University of Ireland, Dublin];
3. your statement that you have qualified as a [trade or profession] in the year [date].]
4. [insert other]

# Employment

You shall be employed as [job title], or in another role or with a different title that the Company Board may reasonably designate, under these agreement terms.

[Your main tasks and responsibilities are set out in your written job description].

You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at any time. If we do, any such change will not constitute a change of the terms and conditions of your employment.

In the discharge of such duties and in the exercise of such powers, you shall observe and comply with all lawful directions, resolutions, policies, procedures and regulations from time to time made or given by Us, including, for the avoidance of doubt, any of Our policies, rules or legislation relating to data protection.

You must perform your job to the best of your ability and comply with the law.

In particular you agree that you will:

1. hold any office and/or other appointment in or on our behalf as the Board may request;
2. report to the [title / chief executive / Board] as often as necessary to keep them fully informed as to your activities on our behalf.
3. You agree to do all in your power to promote, develop, and extend the business of the Employer and, in all respects, conform to and comply with the proper and reasonable directions and instructions of [title / the Board / General Secretary, Finance Director, etc].
4. comply with all rules or codes of conduct required by any regulatory body in relation to our business.

You warrant that:

1. You are not in breach of any court order or express or implied term of any agreement that is binding on you. You agree to indemnify the Company for any costs, claims, liabilities and expenses (including legal expenses) arising out of any such breach or alleged breach by you;
2. You are entitled to work in Ireland without any additional approvals and will immediately inform the Company if you cease to be entitled to do so at any time during the Employment;
3. You are not subject to any restrictions that would prevent you from holding office as a Director;
4. [You hold a professional qualification without any restrictions, and are not currently subject to any inquiry, investigation or proceeding that may lead to the loss of the qualification.]

# Terms of Employment

Your employment with us [starts / started] on [date].

[Your employment is for a fixed term of [number] years starting on [date]].

No employment with any other Employer counts towards your continuous period of employment with us.

**OR**

Previous employment with [name of employer] from [date] to [date] counts as part of your period of continuous employment with us].

**[**This contract is conditional on approval by our shareholders in general meeting.**]**

Subject to Clause 29 (Termination), either party may terminate the Employment by giving the other not less than [X] month’s prior notice in writing.

# Payment in lieu of Notice (PILON)

The Company may, at any time, in its sole and absolute discretion, terminate the Employment with immediate effect by notifying you that the Company is exercising its right under this clause, and explaining that it will make a payment in lieu of the notice period, or any part thereof, of the basic salary for such notice period or partial notice period (**Payment in Lieu**).

This Payment in Lieu will be equal to your basic salary (as at the date of termination) that you would have been contractually entitled to during the notice period set out in Clause 4 (or, if notice has already been given, during the remainder of the notice period), less income tax and Social Insurance contributions and any other authorised deductions.

For the avoidance of doubt, the Payment in Lieu shall not include:

1. any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
2. any payment in respect of benefits that you would have been entitled to receive during the period for which the Payment in Lieu is made; and
3. any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

# The Company may pay any sums due under this clause in equal monthly instalments until the date on which the notice period referred to at Clause 4 would have expired if notice had been given. You shall be obliged to seek alternative income over the relevant period and to disclose to the Company the gross amount of any such income received. Any instalment payments shall then be reduced by the gross amount of such income.

# You will not be entitled to receive a Payment in Lieu unless the Company has exercised its discretion in this clause and nothing in this clause shall prevent the Company from terminating the employment in breach of the agreement and by not giving notice or a PILON.

# Notwithstanding the provisions of this clause, you will not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the employment without notice in accordance with Clause 28 – in which case, the Company shall also be entitled to recover from you any Payment in Lieu (or Payment in Lieu instalments) that have already made.

# 6. Garden Leave

# Once notice to terminate the Employment has been given by either party at any time during the Employment, or if you attempt to terminate the Appointment in breach of this agreement, the Company Board may, in its absolute discretion and by written notice, place you on Garden Leave for the whole, or part, of the remainder of the Employment (the notice period). During this period of Garden Leave:

# you will continue to receive, as usual, your basic salary and all contractual benefits (subject to the terms of any benefit arrangement);

# the Company won’t be obliged to provide any work to you, and it may lawfully appoint one or more other persons to perform your duties under this agreement. As part of this right, the Company can revoke any powers you hold on behalf of the Company;

# the Company may require you to carry out alternative duties or to only perform specific duties that are expressly assigned and notified to you. The Company is entitled to specify where these duties will be carried out by you, and these locations may include your home;

# you remain an employee of the Company, bound in full, as usual, by the terms of this agreement (including in relation to any implied duties of good faith, confidentiality and fidelity);

# you will keep [insert position] notified about your whereabouts and appropriate contact details, so that you can be readily contacted during each working day (except during any periods taken as holiday in the usual way), and instructed to perform any appropriate duties;

# the Company may revoke your permission to enter any premises of the Company; and

# the Company may prohibit you from contacting or interacting in any way (including attempts to do so) with any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

# 7. Place of work

Your normal place of work is our above address, or any other location that the Company Board may reasonably require for the proper performance and exercise of your duties under this agreement.

You agree to travel and work anywhere in the Republic of Ireland as we may require and to travel on our business worldwide.

If we require you to work permanently at a place which necessitates a move from your present address, we will reimburse you for all removal expenses.

# 8. Hours of work

Your normal hours of work are [9.00 am to 5.30 pm] Monday to Friday, excluding public holidays. However, owing to the nature of your job, your working time is unmeasured, and you should work the necessary hours to enable you to perform your duties properly.

It is in the nature of your job that the task on hand may frequently be more important than the specific hours. Accordingly, you are required to work additional time outside these hours as may be reasonably necessary without extra pay.

You are required to comply with any time-keeping or record-keeping scheme introduced for the purpose of ensuring compliance with the Organisation of Working Time (Records)(Prescribed Form and Exemptions) Regulations 2001 or any other law applicable in Ireland.

# 9. Salary

Your basic salary is € [0000] per annum payable in equal monthly instalments [by electronic transfer] on the 28th day of each month, or if the 28th is not a business day, the next business day.

[You will receive no additional payment for any overtime worked.]

Your salary will be reviewed annually by [position/the Board]. We will tell you of any change. We shall not be under any obligation to award you an increase in salary. Salary reviews will not be conducted by the Company after notice has been given by either party to terminate the Employment.

[We operate a [bonus scheme] in which you qualify for inclusion. Details are provided in Schedule 1].

**OR**

[We may pay you a bonus from time to time at its discretion but is not obliged to do so.]

If you owe any money to the Company, we are entitled at any time during your employment and after its termination to deduct those sums from your salary, bonus (if relevant) and/or any other sums otherwise owed to you by the Company. You now understand and specifically and irrevocably agree to this.

# 10. Expenses

We will reimburse to you all reasonable expenses that are wholly, properly and necessarily incurred by you in performing your duties under this agreement. This is on the condition that the expenses are incurred in accordance with the Company’s policies on expenses. You must provide us receipts, invoices or other appropriate evidence of incurring such expenses before the Company will be able to reimburse them.

We reserve the right to change this arrangement so that the expenses you may incur without our permission are limited in scope or value or both of these.

So far as we provide credit or debit cards for the purpose of our business for your use, you agree to:

1. keep the card safe at all times;
2. notify the issuing company and us if the card is lost, missing or believed stolen;
3. comply with the terms and conditions of the issuing bank;
4. avoid using the card for any service which costs an exorbitant or unreasonable fee or which may damage our credit rating.

We will reimburse you the cost of a subscription to a professional body sufficient to maintain your membership.

# 11. Annual leave

Your entitlement to holiday and all other reasons is [25] days.

[Our leave year runs from April 1 to March 31.] Your entitlement to leave days is calculated on an annual basis. You may not take paid leave for a period greater than your accumulated entitlement calculated by reference to the days you have worked since the start of your employment or the beginning of the last leave year.

We ask you to agree the dates of your holidays at least [28] days in advance with [Managing Director]. For our part, we will try to give you more notice than your legal entitlement set out below.

At a minimum, you must give us notice of twice as many days as the length of holiday leave you propose to take. (For example, if you want to take four days off work, you must give us eight working days’ notice).

We may also give you similar notice (or longer notice) of days when you must take holiday leave.

[You can take your annual leave only after you have completed three months employment (unless agreed otherwise at interview).]

A day’s holiday pay for the purpose of this paragraph is 1/260th of your annual salary.

[You may not carry holiday forward from one year to the next. We are not allowed to make a payment in lieu of leave not taken.]

**OR**

[You will be entitled to carry over a maximum of [five] days holiday from one leave year to the next.]

If either of us terminates your employment by notice, then any leave entitlement which will have accrued at the date of termination may be taken as part of the notice period. If at the date of termination, you have taken more holiday than your entitlement, then you agree that we may deduct the value of the excess from your final salary.

[During the first three months of employment, we request that you do not take any holidays, unless previously agreed at interview. Holidays agreed at interview will only be paid up to the amount of holiday days accrued at the time of the holiday.]

# 12. Sick leave and sick pay

If you are unable to come to work for sickness or any injury, you must inform us by contacting [Managing Director] as soon as possible before the time you would normally be due to start work but not later than [11:00 am]

You should inform us of the reason for your absence, its likely duration and an approximate time it will be before you can return to work.

Except in an emergency, you are required to inform [Managing Director] personally.

If your absence continues for a number of days or weeks, you must continue to contact us to keep us informed of your reasons for absence and your expected date of return to work. If we do not hear from you for two weeks, we are entitled to assume you have terminated your employment.

If you are absent from work due to sickness or injury for more than [three] days (including weekends), you must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence. The certificate will not be accepted unless it specifies legibly the cause of your absence. A certificate which fails fully to state the medical reason for the absence will not be accepted and you will not be entitled to sick pay.

You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (at our expense) and you hereby irrevocably authorise any medical practitioner to disclose to and discuss with [job title] any reports and matters which, in their opinion, might hinder or prevent you from returning to work or from continuing to work fully and effectively.

Provided you have complied with the general terms relating to sickness absence referred to above, you will be entitled to be paid your normal pay for periods of sickness absence up to a maximum of [number] working days in aggregate in any leave year.

You are not entitled to double payment of compensation for an incapacity causing sickness, absence, or other consequences. This means that the Company has a right to recover payments made to you where you suffer an injury outside of work, for which the Company is not responsible, and in respect of which injury you also receive compensation from the person or entity responsible. This repayment by you to the Company is due once you receive the compensation payment and includes interest on the recovered amount.

# 13. Sickness during annual leave

If you fall sick during your annual leave period, then you are required to follow the same procedure as set out in this document to inform us about your sickness.

If you comply with the procedure set out here, we shall re-instate your annual leave days lost due to sickness.

# 14. Other absence

If your absence is due to any of the following reasons:

1. maternity,
2. paternity,
3. adoption,
4. carer leave,
5. force majeure,
6. or any other reason

then you should ask [Managing Director etc].

We do have separate Company policies and procedures to cover your statutory rights which also form part of this agreement.

# 15. Pension

**[Option 1: Use this option if the Company has its own pension scheme.]**

We shall enrol you in the [Company pension scheme].

Contributions to the scheme are made by you and by us. Currently, we shall pay [number] % of your earnings and you will pay, by deduction from your earnings, [number] %.

**[Option 2: Use this option if the Company does not have its own pension scheme. But it is required to provide access to any PRSA scheme.]**

We shall provide you access to a standard Personal Retirement Savings Accounts scheme.

You may find more details of the scheme from [enter designation of the person].

# 16. Work outside Ireland

You will not be required to work outside Ireland [for any period longer than [one month] in any year]. [We may make special provisions relating to your time spent in another country].

# 17. Health insurance

[We will pay the premiums on a policy of permanent health insurance for you [and your spouse] provided that cover is available on normal terms.

We reserve the right to discontinue such payments if the premiums payable become abnormal for a person of your age.

We are not itself liable to you in the event that the insurer becomes liable to you under the policy.]

**OR**

[We do not provide any permanent health insurance or pay any premiums on any such policy.]

**\* Where the Employer takes out liability insurance, include the following:**

**18. [Liability insurance**

We will take out insurance against liabilities in connection with the discharge of your duties as a director. The cost of this shall not be regarded for any purpose as a benefit.]

# 19. Company car

[We will provide a car for your business and private use. We shall decide on the make and specification, and we will pay all running costs of the car.

You must comply with our car policy in relation to all aspects of your use and care of the car.

When your employment terminates, you agree to return the car together with all keys, and relevant documentation to us at our offices or as we direct.

You agree to take good care of the car and comply with the terms of the insurance policy relating to it.

You agree that the final payment of salary to you is due only after you have returned the car to us.]

**OR**

[We will not provide you with a car. Instead, we will pay you a monthly car allowance of € [amount] in recognition of the fact that you will buy and maintain your own car and use it as reasonably required in the business of the Employer. It is a condition of this provision that your car is suitable in age and specification and is properly maintained, cleaned and insured.

Your car allowance will be discontinued in the event that you cease to hold a valid driving licence.

Your car allowance is fully taxable but does not count in the calculation of any pension entitlement.]

# 20. Data Protection

To satisfy our legal obligation, we process your personal data according to the principles set out in the Data Protection Act 2018.

Whenever you are processing personal data during the course of employment, you must comply with the Company’s Data Protection Policy and all laws and regulations relating to data protection. The current Data Protection Policy is available [state where] and this Data Protection Policy may be updated from time to time.

[In addition to the Data Protection Policy, there are a number of other Company policies relevant to the Company’s compliance with, and obligations under, data protection laws and regulations. You must comply with all of these policies, including those relating to IT and security and social media.]

If you fail to comply with the Data Protection Policy or any of the Company’s other policies listed in this clause, this non-compliance may result in the Company taking disciplinary action against you, which can include dismissal for gross misconduct.

# 21. Staff handbook and Company policies

You now acknowledge that you have been given a copy of the staff handbook which contains, among other things, details of our policies with regard to:

1. health and safety;
2. disciplinary and grievance;
3. computers, email, Internet and communications;
4. [company vehicles];
5. data protection.

Insofar as any of these policies imposes an expectation of behaviour on you as an employee, you now agree that you will comply fully and that any breach of any policy by you will be a breach of this contract.

You accept the importance for us in maintaining and enforcing fully up-to-date policies and you agree to watch vigilantly for any breach of any policy by any employee and to take appropriate action whenever a breach is discovered.

# 22. Director’s responsibilities

Whilst ever you are a director you agree that you will:

1. not do anything that would cause you to be disqualified from continuing to act as a Director;
2. not directly or indirectly receive or obtain any discount, rebate, commission or other inducement (whether in cash or in-kind) which is not authorised by us, or, if you do, you will account immediately to us for it;
3. not at any time make any untrue or misleading statement relating to the Company;
4. fully acquaint yourself with, then, for yourself and so far as possible for your spouse and children, comply with both the letter and the spirit of every law and regulation of every relevant country relating to dealings in and information about shares or any other security of the Company.

[If at any time you believe it is necessary to take independent legal advice as to your own position against us, we will reimburse you the cost of such advice not exceeding € [5,000] in any period of three years].

# 23. Other business or employment

You must devote the whole of your time, attention and ability during your hours of work to your duties for us.

You may not under any circumstances do any other work or carry on any business during your hours of work for us.

You may not do other work (even voluntary work) or engage in any other business outside your hours of work for us if in our reasonable opinion this could be prejudicial to your work for us. You agree that we do not have to give you reasons why we form this opinion.

You may not take or retain ownership of any interest in any business whether or not competitive with our, except that you may hold shares or other securities of any company which is for the time being quoted on any recognised stock exchange so long as your interest does not exceed [5] % of the total value of that company.

# 24. Disciplinary and grievance procedures

Our disciplinary and grievance procedures are those set out from time to time in the employee handbook.

The formal grievance procedure need not be your first step in bringing to our attention a work-related problem. If you present your concern to us in writing, we shall assume it is a grievance and that you are invoking the grievance procedure.

The law gives you both rights and obligations in respect of these procedures. You now agree to comply with them. If you believe something we do or fail to do entitle you to treat this contract as at an end, you now agree to raise this as a grievance before you terminate this contract.

# 25. Confidentiality

This paragraph is very important to us. You should read it carefully and ask us any questions you wish. When you have signed this contract, you are committed to secrecy. If you breach this paragraph, we shall take very strong measures to protect our business.

While employed by the Company, you recognise and understand that Confidential Information will be shared with and entrusted to you. This Confidential Information is of fundamental importance to the Company, and it takes the protection of its trade secrets very seriously. You respect this position and in return for the sharing of Confidential Information, agree to accept the restrictions in this Clause 25.

In this paragraph, "Confidential Information" means all information and documentation in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its suppliers, clients, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation):

* details of the requirements of the Company’s contacts (including, without limitation details of the Company’s clients, suppliers, consultants or other contractors) including, without limitation, the fees and commissions charged to or by them and the terms of business with them;
* information about staff, their lives, their remuneration and their personal contact information;
* our businesses, methods of doing business, future plans, policies, suppliers and customers;
* information about suppliers, agents, distributors and customers;
* any financial information, results and forecasts;
* information about the Intellectual Property and the know-how we use in our business.

You now promise that you will:

* keep all records of Confidential Information only at our premises (and in particular you will not take records in electronic form to any other place);
* use your best endeavours to keep confidential, any Confidential Information which you may acquire.

You now promise that you will not:

* use for yourself nor divulge nor disclose to any person (and that includes a business of any sort) any of our Confidential Information;
* store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person;
* remove from our premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information.

This paragraph does not apply to disclosure:

* of information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances;
* made with the consent of the proper officers of the Company or under the authority of the Board or by order of the court;
* of information or knowledge which comes into the public domain otherwise than by wrongful disclosure by you or anyone else;

The provisions of this paragraph shall continue after termination of this agreement for a period of [5] years, even if you have destroyed or returned the Confidential Information formerly in your possession.

# 26. Intellectual Property

In this paragraph ‘**Intellectual Property**’ means, without limitation, patents, inventions, know-how, trade secrets and other confidential information, rights in design (registered and unregistered), copyright including copyright works, data, database rights and sui generis rights, rights affording equivalent protection to copyright, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, brand names, certification marks, assumed names and other indicators or origin, and all other industrial or intellectual property developed, discovered, acquired, conceived or made by the Employee in connection with and/or during the course of his employment or otherwise in any way affecting, connected or related to the performance of his duties hereunder; and

‘**Intellectual Property Rights**’ means any present or future rights title and interest and applications for rights title and interest or forms of protection of similar nature or having similar effect in one part of the world, or relating to Intellectual Property and copyright works including (without prejudice to the generality of the foregoing) author certificates, inventor certificates, improvement patents, utility certificates, moral rights, models and certificates of addition and including any divisions, renewals, continuation, extensions or reissues thereof and rights in the nature of unfair competition rights and rights for passing off.

You acknowledge and agree that any Intellectual Property arising from the performance of your duties under this Agreement shall belong to and be the absolute property of the Employer, and you undertake not to dispute Our ownership of such Intellectual Property.

You shall disclose full details of all Intellectual Property arising from the performance of your duties under this Agreement to Us, and you hereby agree to assign and do hereby expressly assign to Us all Intellectual Property Rights for your full term throughout the world, including without limitation the right to sue for any infringement or threatened infringement of any such Intellectual Property Rights, title or interest whether such infringement or threatened infringement occurs prior to or after the execution of this Agreement and you waive all moral rights you may have in respect of such Intellectual Property.

You acknowledge and agree that you may not now or at any time in the future use or exploit the Intellectual Property without Our express written permission, except insofar as is necessary for the performance of your duties hereunder.

You warrant and represent that you will be free to assign such Intellectual Property Rights to Us pursuant hereto without any third-party claims, liens, charges or encumbrances of any kind and that you are free of any duties or obligations to third parties, which may conflict with the terms of this Agreement.

We shall, in its sole discretion, be entitled to apply for Intellectual Property Rights in respect of the Intellectual Property.

You agree if and whenever required to do so (whether during or after the termination of this Agreement) to do all things necessary, execute such deeds and documents and provide all such assistance as We may reasonably require to enable Us to obtain and maintain the benefit of all Intellectual Property Rights in any part of the world and you acknowledge that you will not be entitled to any further compensation or fees in respect of the performance of your obligations under this clause save as may be provided for by law.

You irrevocably appoint Us to be your attorney or agent in your name and on your behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give Us the full benefit of the provisions of this clause and you agree that a certificate in writing in favour of any third party signed by any duly authorised officer of the Company that any act or thing or deed, document or instrument falls within the authority hereby conferred shall be conclusive evidence that this is the case.

You warrant and represent that none of the Intellectual Property Rights or the exercise of them will infringe any intellectual property rights of which a third party is the proprietor including, in particular but without limitation, any patents, copyrights, registered designs, moral rights or rights of confidence.

The obligations of the parties under this clause 26 shall survive the expiry or the termination of this Agreement for whatever reason.

You agree to keep and maintain adequate, current, accurate, and authentic written records of all Intellectual Property made by you (solely or jointly with others) during the term of the Appointment with Us. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by Us. The records are and will be available to and remain Our sole property at all times.

# 27. Bribery

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for us or to obtain or retain an advantage in the conduct of our business, this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under our disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

# 28. Paid absence

At any time, we may require you to suspend your work for up to three months. If we do, the following terms apply:

* You will cease to carry out your duties.
* You will not come on any premises operated by us.

We will continue to pay you your full salary. We are not obliged to make any other payment, whether or not on account of work you have done.

You must continue to comply with all of your obligations under this agreement.

# 29. Termination of employment

[Your employment is for a fixed period of [number] years. It therefore terminates automatically on [date] unless terminated sooner by either of us.

At any time during the fixed term of this contract we may terminate it immediately by paying to you the balance of salary that would have been payable during the remainder of the fixed term. In this event you are not entitled, and have no claim, to any additional payment whatever.]

**OR**

[This contract will automatically terminate if either of us gives notice to the other as follows:

During your first year’s employment: [1 month];

After one year’s employment: [3 months];

At any time during a period of notice given by either of us, we may terminate your employment immediately by paying to you the balance of salary that would have been payable during the remainder of the notice period. In this event you are not entitled, and have no claim, to any additional payment whatever.

The termination of this agreement will not affect any provision intended to have effect after termination.]

# 30. Termination without notice

If certain events occur, the Company may terminate your employment with immediate effect, without notice, and with no liability to make any further payment to you (except for amounts accrued and due at the date of termination). This clause lists those events, which cover where you:

1. do not efficiently or responsibly, with the appropriate degree of professionalism and thoroughness, carry out your contractual duties. The Company/The Board has the right to determine, in their reasonable assessment, whether your performance of your duties has been satisfactory or, indeed, whether it has been, for example, negligent, irresponsible or incompetent;
2. materially or repeatedly breach the provisions of this agreement, including by refusing to comply with it or with any reasonable and lawful instruction given to you by the Board;
3. commit
   1. a serious breach of any Company rules regarding its electronic communications systems and/or the treatment of Company equipment;
   2. a serious breach of any Company rules on the personal or professional use of social media and other media or communications platforms and methods; or
   3. an act (or acts) of gross misconduct (in any form) or commit any act or omission (whether at or outside work) including any convictions for fraud or dishonesty offences, which adversely harms, or is likely, in the reasonable opinion of the Board, adversely to harm the reputation or interests of the Company;
   4. a crime for which you are convicted, (except for road traffic offences in Ireland or elsewhere, for which a fine or non-custodial penalty is imposed);
4. fail at any time during the Employment to comply with any of the Company's compliance manuals or the anti-corruption and bribery policy and related procedures or the anti-facilitation of tax evasion policy and related procedures;
5. are disqualified from acting as a Director, or resign as a Director from the Company;
6. become bankrupt;
7. are physically or mentally incapable of continuing to work according to the terms of this agreement, and may be incapable of doing so for more than [specify number] further months, in the opinion of a medical practitioner who has examined you, and the medical practitioner has given a medical opinion to the Board to that effect;
8. are unable by reason of Incapacity to perform your duties under this agreement for an aggregate period of insert number weeks in any 52-week period; or
9. are no longer eligible to work in Ireland;
10. are in breach of Clause 23 of this agreement or, in the reasonable opinion of the Company Board, disclose any matter under that clause which interferes, competes or conflicts with the proper performance of your duties under this agreement.

The rights of the Company under this clause 30 are additional to (and do not prejudice) any other rights that it might have at law to terminate the Employment, or to treat your breach of this agreement (for whatever reason) as a terminable event. If the Company delays in exercising its rights to terminate the Employment, that delay shall not constitute a waiver of the Company’s right to terminate it.

# 31. Arrangements during notice period

We expect you to be available and to work during any notice period.

We reserve the right, entirely at our discretion to:-

1. terminate your employment before the expiry of the notice period and pay you the money in place of the salary you would have earned during the unworked balance of your notice period (net of usual deductions);
2. place you on garden leave for the whole, or part, of the remainder of your notice period;
3. require you to undertake different duties during the notice period;

# 32. Obligations on Termination

On the termination of your employment, or at the start of any Garden leave period, you agree to:

1. immediately resign as a director of the Company or of any subsidiary or associated company and from any other office connected with our affairs without compensation for loss of office; and
2. [immediately [sell][transfer] transfer to the Company any shares you hold in the Company or any subsidiary thereof;]
3. immediately transfer to whoever we direct, any shares in any company held by you as our nominee; and
4. irrevocably authorise us to appoint some other person to sign your resignations on your behalf; and
5. not from that time represent to anyone that you are still a director of the Employer or associated with us; and
6. return to us without request all property owned by us whether or not you perceive such property to have value, including for example:

* all devices and equipment
* documents and records
* books, folders and manuals
* materials and tools
* correspondence
* credit cards
* passwords, keys, fobs and other access codes or access devices

1. produce a list of all passwords and procedures relating to your employment and which may be unknown to other staff of the Employer.
2. delete all Confidential Information from any computer disks, tapes or other media; and

Where you have been placed on Garden Leave, then up until the expiry of the Garden Leave period, your obligations under this Clause 32 will be delayed, meaning that you will not immediately be required to return any property with which you were provided as a contractual benefit for use during the Employment.

If requested by us, you will

1. refrain from any further attendance at the offices of the Company,
2. not contact or communicate with any of our customers, suppliers, or employees; and

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 something by someone else, then you now irrevocably authorise us to appoint some person in your name and on your behalf to sign any document or do any such thing (without prejudice to any claims which you may have against us arising out of this agreement or its termination).

If on the date you leave, money is owed by you to us for any reason, you now agree that it may be deducted from any final payment to you.

If, during or after the termination of this contract some person offers employment to you of a nature which could lead you to breach this contract, then you will immediately bring this contract to the attention of that person.

Once your employment has been terminated (however this occurs), you shall have no rights under or arising from this agreement, (or any alleged breach of it), to any compensation for the loss of any rights, or benefits, under any relevant share option, bonus, long-term incentive plan or other profit-sharing scheme operated by the Company in which you may participate.

All provisions of this agreement intended to continue to be effective after termination, shall continue as intended.

**33. Restrictive Covenants**

You covenant with the Company that in return for access to the Confidential Information and business connections of the Company that you enjoy as a result of the Employment, and in order to protect that Confidential Information and those business connections, you shall not, directly or indirectly, and in any capacity after Termination:

1. for [X] months, solicit, attempt (whether successful or not) to solicit, or help or encourage others to solicit from the Company the business or custom of any Relevant Customer, with the intention to supply goods or services to that Relevant Customer, in competition with any Relevant Business of the Company;
2. for [X] months, target any Key Personnel of the Company and engage, or attempt to engage them (in any manner whatsoever), or facilitate their engagement in any rival business activity or otherwise endeavour to entice them away from the Company;
3. for [X] months, engage in any Capacity with any business concern within the relevant area that is (or intends to be) a commercial rival to any Relevant Business;
4. for [X] months, engage in any activity whatsoever relating to the supply of goods or services to (or any other business dealings with) any Relevant Customer where that activity brings you, or any business concern with which it may be involved, into competition with any Relevant Business;
5. for [X] months disrupt or attempt to interfere with or to disrupt the Company’s established supply chain relationships and arrangements (or the terms relating to those supplies) with any Relevant Supplier; or
6. at any time, represent yourself as connected with the Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company.

If you are placed on a period of Garden Leave immediately before Termination, the period for which the restriction in this Clause 33 applies shall be reduced by that period of Garden Leave.

You hereby acknowledge and agree that the above covenants are separate, severable and enforceable and that the restrictions contained in such covenants are fair and reasonable for the protection of our business.

It is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of the said restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of our interests, but would be valid if part of the wording thereof were deleted or if the duration of such restriction were reduced, the said restriction shall apply with such modification, or reduction in duration as may be necessary to make it valid and effective.

# 34. Reconstruction or Amalgamation

If your employment under this contract is terminated as a result of a re-organisation by us and / or our business, and you are offered continuous employment substantially similar in nature but not necessarily in status to the employment under this contract then you will have no claim in respect of the termination of your employment under this contract.

**35. Entire Agreement**

This agreement and any document referred to in it constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

# Each party acknowledges that in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

# Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

# Nothing in this clause shall limit or exclude any liability for fraud.

# 36. Miscellaneous matters

No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.

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 as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

This agreement may be executed in any number of counterparts, each of which when signed, witnessed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Any notice to be served on either party shall be sent by hand or by first class post or recorded delivery or by email and shall be deemed to have been received by the addressee within [72] hours of posting or [24] hours if sent by email to the correct number or email address.

So far as the law permits, and unless otherwise agreed, this agreement does not give any right to any third party.

The validity, construction and performance of this agreement shall be governed by laws of the Republic of Ireland. Any dispute arising from it shall be litigated only in Ireland.

**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**: [employee]

**Schedule 1: Bonus system**

Here explain the system, including:

* to whom it applies
* what triggers the bonus payment
* how the payment is calculated
* when the payment becomes due, and is made
* how and by whom the bonus system may be changed.

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