



AstraZeneca UK Limited

**General Conditions of Contract
AZ 3-03b**

Hire of Agency Supplied Contractors

This Document Comprises 9 Pages

Issued on behalf of AstraZeneca UK Limited by:

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GENERAL CONDITIONS OF CONTRACT FOR HIRE OF AGENCY SUPPLIED WORKERS

1. DEFINITIONS

- 1.1 “AstraZeneca” shall mean AstraZeneca UK Limited of 2 Kingdom Street, London, W2 6BD and, where the contract permits, any of its Affiliates.
- 1.2 “Affiliate” with respect to a legal person shall mean any other person that directly, or indirectly through one or more intermediates, controls, is controlled by or is under common control with such person.
- 1.3 ‘Contractor’ shall mean the person, firm or company undertaking to provide the Agency Supplied Contractor (as defined below) to AstraZeneca and who is named in the Purchase Order.
- 1.4 ‘Agency Supplied Contractors’ shall mean the person(s) supplied by the Contractor to AstraZeneca to provide the services as required and requested in the Purchase Order.
- 1.5 ‘Manager’ shall mean the person for the time being, or from time to time, duly appointed by AstraZeneca and notified in writing to the Contractor to liaise with the Contractor for the purposes of the Contract.
- 1.6 ‘Contract’ shall mean the agreement between AstraZeneca and the Contractor comprising either:-
- (a) the documents listed in the Contract Agreement having the precedence stated therein, or
 - (b) where no Contract Agreement exists, any agreement which may exist, the AstraZeneca purchase order (the “Purchase Order”), any special conditions, these General Conditions and other documents (or parts thereof) specified in the Purchase Order and the tender if any. Should there be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed, unless otherwise stated in the Purchase Order.

2. ASTRAZENECA’S RESPONSIBILITIES

AstraZeneca will be responsible for the provision of working accommodation, canteen and medical facilities.

3. CONTRACTOR’S RESPONSIBILITIES

The Contractor will be responsible for ensuring that the Agency Supplied Contractor know of and understand the requirements of the Contract and possess the qualifications, knowledge and experience specified by AstraZeneca and to procure that the Agency Supplied Contractor shall:-

- 3.1 Provide technical, clerical or commercial services as required by AstraZeneca including, when necessary, visits to AstraZeneca’s other sites.
- 3.2 Unless otherwise specified in the Purchase Order, work the same site standard normal hours and take the site standard lunch break at the location specified in the Purchase Order. Any reasonable changes shall be binding upon the Agency Supplied Contractor and the Contractor on being given reasonable notice by the Manager or such change who will forthwith notify the agency supplier of the same.

- 3.3 Observe all rules and regulations applicable to the AstraZeneca site.
- 3.4 Comply with all appropriate statutory requirements.
- 3.5 Provide any necessary specialist tools.

4. HIRE CHARGES

- 4.1 AstraZeneca shall pay the Contractor a basic hourly rate (“the Invoice Rate”) agreed prior to the time of hire. The Invoice Rate shall be exclusive of Value Added Tax (where applicable), but save as provided below it shall be fully inclusive of such items as subsistence and lodging allowances, travelling expenses (except those incurred by specific visits requested by AstraZeneca), sickness benefits, National Insurance contributions, holiday pay (unless agreed separately prior to the time of hire), and all other statutory entitlements.
- 4.2 Should AstraZeneca request the services of the individual Agency Supplied Contractor where reasonable subsistence, lodging allowances and travel are appropriate and subsequently agreed with AstraZeneca prior to the Purchase Order being issued, then these charges shall be shown separately on all invoices as a nett extra charge.
- 4.3 Expenses incurred in providing temporary services at an AstraZeneca site other than that defined at the time of hire will be defrayed at nett cost by AstraZeneca direct to the Contractor (unless otherwise agreed prior to the time of hire) subject to the presentation of appropriate bills and invoices in support of such a claim.
- 4.4 AstraZeneca will make no payment for the time the Agency Supplied Contractor are absent from work.

5. RECORD SHEETS

Unless otherwise agreed, weekly record sheets shall be provided by the Contractor for each of the Agency Supplied Contractor. The hours worked by each of the Agency Supplied Contractors shall record on the record sheet. The record sheet shall be provided to an authorised representative of AstraZeneca normally the Manager who will retain the original. A copy will be returned to the Contractor for invoicing.

6. PAYMENT

The Contractor shall submit invoices accompanied by a copy of the appropriate record sheet(s) cross referenced to the appropriate Purchase Order number at monthly intervals. Value Added Tax (where applicable) shall be shown separately on each invoice as a strictly nett extra charge.

Unless otherwise agreed in writing prior to the time of hire, AstraZeneca shall make payment on the first working day after the end of the month following the date of a valid invoice.

7. NOTICE OF TERMINATION OF HIRE

- 7.1 Unless otherwise agreed in writing, AstraZeneca shall have the right to require the Contractor to withdraw the services of all or any of the Agency Supplied Contractors by giving a minimum of 48 hours notice either verbally or in writing, to the Contractor.

In the event that the Agency Supplied Worker in AstraZeneca's sole opinion:-

- (a) is unlikely to observe or fails to observe conditions of secrecy imposed from time to time by AstraZeneca, or
- (b) otherwise act in breach of the agreement, (MVC Nov01)

then AstraZeneca shall have the right to require the Contractor immediately to withdraw such Agency Supplied Contractor and the services of such a person shall not be offered for hire thereafter for any AstraZeneca's work.

- 7.2 Unless otherwise agreed in writing, the Contractor may withdraw the services of all or any of the Agency Supplied Contractor by giving a minimum period of 48 hours either verbally or in writing.

In the event of such withdrawal of Agency Supplied Workers, the Contractor shall, at the request of AstraZeneca, provide suitable alternative persons for hire with AstraZeneca as soon as is reasonably practicable.

8. TRAVEL REQUESTED BY ASTRAZENECA

- 8.1 Should any Agency Supplied Contractor be required to travel at the specific request of AstraZeneca, they will be expected to do so under the conditions applicable to AstraZeneca's own employees. Briefly these are that AstraZeneca will pay second class rail fares or provide a hire car and pay reasonable hotel and out of pocket expenses. All receipted bills for hotel accommodation, meals and all sundry expenses must be submitted to AstraZeneca by the Contractor for approval. Reimbursement by AstraZeneca will be made nett to the Contractor.
- 8.2 When Agency Supplied Contractor are requested and duly authorised by AstraZeneca to use their own private motor cars for business purposes associated with AstraZeneca's work, payment will be made by AstraZeneca in accordance with the terms which AstraZeneca in its sole opinion deems appropriate to the Agency Supplied Contractor. Payment will be made nett against a valid invoice in the usual manner to the Contractor. The Contractor shall ensure that Agency Supplied Contractor are insured under a valid and subsisting Motor Insurance Policy.
- 8.3 AstraZeneca's Personal Accident Insurance Scheme does not include provisions for Agency Supplied Contractor. The Contractor shall provide such arrangements for Agency Supplied Contractor, as it considers either necessary or desirable.

9. INSURANCE

For the purpose of Clause 9, the following expression shall have the following meaning:-

"Associated Company" shall mean the subsidiary company of any holding company of AstraZeneca or any subsidiary of such holding company from time to time as these terms are defined in S736 Companies Act 1988 as amended by S144 Companies Act 1989.

Employers Liability Insurance shall mean insurance pursuant to the Employer's Liability/Compulsory Insurance Act 1969 or any statutory amendment or re-enactment thereof in force from time to time.

- 9.1 The Contractor shall have in force and shall require any Agency Supplied Contractor to have in force, the following insurances.
- 9.1.1 Insurance against liabilities for death of, or injury to, any person (other than an operative or other person in the employment of the Contractor or any of his sub-contractors). Such insurance shall be for at least two million pounds sterling (or such higher amount as is stated elsewhere in the Contract) for public liability insurance each and every incident.
- 9.1.2 Employer's Liability Insurance.
- 9.2 Subject to Clause 9.3, AstraZeneca agrees not to claim and will procure that its insurers and its Associated Companies and their insurers will not claim, against the Contractor in respect of loss or damage to any property belonging to AstraZeneca or its Associated Company arising out of the execution of the Contract which arises as a consequence of any act or omission on the part of AstraZeneca, or its associated companies or their servants (other than the contractor or any agency supplied contractor) in excess of the amount for which the Contractor is required to have insurance in force pursuant to Clause 9.1.1.
- 9.3 Clause 9.2 shall not apply to the extent that any loss or damage:
- 9.3.1 arises out of the ownership or use by or on behalf of the Contractor of any motor vehicle, watercraft or aircraft; or
- 9.3.2 results from a deliberate or reckless act or omission by the Contractor, his servants or agents.

10. ACCIDENT OR INJURY TO WORK PEOPLE

AstraZeneca shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any operative or other person in the employment of the Contractor or any of his sub-contractors except to the extent that such accident or injury results from or is contributed to by any unlawful act or default of AstraZeneca, his agents or servants and the Contractor shall indemnify and keep indemnified AstraZeneca against all such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11. INSURANCE TERMS

11.1 Evidence and Terms of Insurance

Upon request, the Contractor shall provide satisfactory evidence to AstraZeneca that the insurances required under the Contract have been effected and shall if so required produce the insurance policies for inspection. The terms of all such insurance shall be subject to the approval of AstraZeneca (which approval shall not be unreasonably withheld). The Contractor shall upon request produce to AstraZeneca receipts for the payment of current insurance premiums.

11.2 Remedy on Contractor's Failure to Insure

If the Contractor shall fail upon request to produce to AstraZeneca satisfactory evidence that there is in force any of the insurances required under the contract then and in any such case AstraZeneca may effect and keep in force any such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

11.3 Compliance with Policy Conditions

The Contractor shall comply with all conditions laid down in the insurance policies. In the event that the Contractor fails to comply with any condition imposed by the insurance policies affected pursuant to the Contract the Contractor shall indemnify AstraZeneca against all losses and claims arising from such failure. Professional indemnity insurance is not required.

12. ASSIGNMENT AND SUB-LETTING

The Contract shall not be assigned or sub-contracted by the Contractor. AstraZeneca may assign the Contract to a third party on giving the Contractor reasonable notice of such assignment.

13. SECRECY

13.1 Agency Supplied Contractor will be required to sign a Secrecy Undertaking Form in the form attached to this Agreement at Appendix A which interprets AstraZeneca's rights of ownership and copyright and commits Agency Supplied Workers not to disclose information relating to AstraZeneca's business and interests to any other party.

13.2 Except as authorised by AstraZeneca, the Contractor shall keep secret and shall not divulge to any third party or make use of any information given to the Contractor in connection with the Contract or which becomes known to the Contractor through its performance hereof. The Contractor will take all reasonable steps to ensure that its employees and its Agency Supplied Contractors keep such information secret and do not use such information except as authorised by AstraZeneca.

14. FORCE MAJEURE

If either party is prevented from performing its obligations under the Contract by circumstances beyond its reasonable control, such obligations shall be suspended during any period of delay so caused.

If the delay substantially defeats or appears likely to substantially defeat the purpose of the Contract, then either party may forthwith cancel the Contract and neither party shall be liable to the other for any loss arising thereby.

Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

15. PATENTING OF INVENTIONS

Inventions made by Agency Supplied Contractor, either alone or jointly with any other person, whilst engaged on work under the Contract, shall belong to AstraZeneca absolutely and the Contractor shall procure that the Agency Supplied Contractor gives assistance, including the execution of all necessary documents, to procure the vesting of letters patent for such inventions in AstraZeneca as absolute owner, and the maintenance and extension of such letters patent. Following expiry of the period of hire with AstraZeneca, Agency Supplied Contractor shall be under a continuing obligation to sign documents and render all reasonable assistance to AstraZeneca pursuant to letters patent for such inventions.

16. OWNERSHIP AND COPYRIGHT

The property and/or copyright in all discoveries, inventions, improvements, processes, programmes, designs, drawings, formulae, documents and any other works or data (whether or not of the same kind as the works or data previously listed) created by the Agency Supplied Contractor whilst providing services under the Contract or by reason of their involvement with AstraZeneca shall vest absolutely in AstraZeneca and no rights of reproduction or use shall vest in Agency Supplied Contractor or the Contractor except for those purposes of providing services under this Contract.

17. STATUS OF AGENCY SUPPLIED CONTRACTOR

Nothing contained in, or arising out of, these General Conditions is intended to create a contract of employment between AstraZeneca and any Agency Supplied Contractor or between the Contractor and the Agency Supplied Contractor. The Contractor shall inform all Agency Supplied Contractor of this fact.

18. CODE OF CONDUCT

- 18.1 Supplier recognises AstraZeneca's commitment to working only with suppliers who embrace standards of ethical behaviour that are consistent with AstraZeneca's *Code of Conduct* (<http://www.astrazeneca.com/responsibility>), as described in AstraZeneca's document *Responsible Procurement Supplier Expectation (v0.3May09)* (a part of the AstraZeneca Global Standard –Responsible Procurement).
- 18.2 Supplier represents and warrants and undertakes that it:
- 18.2.1 shall perform this Agreement and operate its business in compliance with all applicable laws and regulations;
 - 18.2.2 has received and read AstraZeneca's *Code of Conduct* and AstraZeneca's *Responsible Procurement Supplier Expectation (v0.3May09)*; and
 - 18.2.3 shall perform this Agreement and operate its business to ethical standards consistent with those set out in AstraZeneca's *Code of Conduct* and as described in AstraZeneca's *Responsible Procurement Supplier Expectation (v0.3May09)*, and
 - 18.2.4 cause its suppliers and sub-contractors to operate their business in compliance with all applicable laws and regulations and in a manner consistent with AstraZeneca's *Responsible Procurement Supplier Expectation (v0.3May09)*.
- 18.3 In the event that Supplier fails to meet or maintain such ethical standards, the Parties shall agree upon what measures should be taken by Supplier to improve Supplier's performance (the "Improvement Plan"). If the Parties are unable to agree upon an Improvement Plan or Supplier does not implement the Improvement Plan within an agreed reasonable timescale (which shall in any event not be in excess of twelve (12) calendar months) AstraZeneca shall be entitled to terminate this Agreement with immediate effect, to be relieved of any obligations and to seek compensation from Supplier.
- 18.4 Supplier agrees that any material breach or violation by Supplier of the above representations, warranties and undertakings shall give AstraZeneca the right to terminate this Agreement according to Article 7.

19. LAW

This contract shall be subject to English Law and the jurisdiction of the English High Court.

APPENDIX A

SECRECY UNDERTAKING FORM

Agreement made theof.....20..... between AstraZeneca UK Limited of 2 Kingdom Street, London W2 6BD (“AstraZeneca”) of the one part and (‘Supplier’) of the other part.

The Supplier/I, the undersigned in consideration of being permitted to provide goods or services to AstraZeneca hereby undertake(s) the following:-

1. to keep secret and confidential commercial and technical information and other information which in any way whatsoever relates to the business or any other interests of AstraZeneca, its subsidiary and associate companies or belonging to any other company with which AstraZeneca may be in commercial or technical co-operation or association which comes to their attention in connection with their involvement, whether directly or indirectly with AstraZeneca, and it/I will not either throughout the duration of their involvement with AstraZeneca or at any time thereafter divulge any such information to any third party nor will it/I make use of such information other than in the proper, authorised performance of its/my duties to AstraZeneca and in particular shall not use such information in a manner prejudicial or detrimental to the interests of AstraZeneca or such other company as referred to above and
2. to observe and comply with all directions and follow all procedures which AstraZeneca may bring to its/my attention from time to time for protection of the security of its information and that of its subsidiary and associate companies, and
3. not to publish any literature, deliver any lecture or make any communication with the press, media or other such third party relating to information acquired through its/my involvement with AstraZeneca in particular regarding AstraZeneca products or products developed during its/my involvement with AstraZeneca or at a later time without the express written permission of an authorised AstraZeneca representative which permission AstraZeneca may at its absolute discretion refuse, and
4. not to take photographs, make sketches or otherwise reproduce or copy details of any AstraZeneca property whatsoever without the express written permission of an authorised AstraZeneca representative which permission AstraZeneca may at its absolute discretion refuse, and
5. not to remove from AstraZeneca premises any of AstraZeneca’s property including drawings, documents, computer software discs or prints or copies thereof produced or connected with AstraZeneca work whether with the intention to display such documents etc as examples of workmanship to potential customers or employees, or otherwise without the express written permission of any authorised AstraZeneca representative which permission AstraZeneca may at its absolute discretion refuse, and
6. and it/I acknowledge(s) that any discoveries, inventions, improvements, processes, programme designs or analysis, drawings, calculations, formulae or documents whether patentable or not made, discovered or developed by it/me in the course of or by reason of its/my involvement with AstraZeneca are the property of AstraZeneca and are to be considered as confidential AstraZeneca information and that it/I will at the request and cost of AstraZeneca take all steps, and execute all documents necessary to enable AstraZeneca to obtain patent or corresponding protection in request of the above as may be capable of such protection.

Signed by.....

Address

.....

Date