

Service Agreement

BETWEEN:

- (1) The Cochrane Collaboration whose registered office is at Cochrane Operations Unit, Summertown Pavilion, 18-24 Middle Way, Oxford, OX2 7LG and whose Company number is 03044323 (Company); and
- (2) Mark Willson whose home address is Westland View, London Road, Balcombe, West Sussex RH17 6HS (You).

It is expressly confirmed that all references in this Agreement to "Company" mean The Cochrane Collaboration and the term "Company" is used to reflect the employing entity for the purposes of the employment relationship.

1. EMPLOYMENT

- 1.1 Your employment with the Company will commence on 12 November 2012 (Commencement Date) and the Commencement Date will also be the date upon which your continuous employment with the Company commenced.
- 1.2 The Company is a company limited by guarantee and not having a share capital. The current memorandum and articles of association of the Company can be found at www.cochrane.org/intranet/organisation-administration/official-documents/memorandum-and-articles-association and are referred to in the Service Agreement.
- 1.3 The objectives of the Company are the protection and preservation of public health through the preparation, maintenance and dissemination of systematic reviews of the effects of health care, for the public benefit.
- 1.4 "The Steering Group", led by 2 "Co-Chairs", means the Board of Directors and the Board of Trustees of the Company (and "Member of the Steering Group" has a corresponding meaning).
- 1.5 The liability of the members of the Company is limited.
- 1.6 Your employment will be based, at least for the first 6 months from the Commencement Date at the Company's registered office.
- 1.7 You undertake that any notice period you are required to give or to serve with a previous employer has expired and that by entering into this Agreement or performing any of your duties for the Company, you will not be in breach of any agreement (written or oral) or other obligation binding on you. You irrevocably undertake to indemnify the Company on a continuing basis from and against any loss, liability, damage, costs and claims which it may suffer or incur arising out of any claim by any other party that in performing your duties under this Agreement, you are acting in breach of any obligation you owe to such party.

2. JOB TITLE/RESPONSIBILITIES

- 2.1 You will be employed as Chief Executive Officer and will report formally to the Cochrane Collaboration Steering Group (CCSG) but operationally via the co-Chairs in the first instance. Your responsibilities in this role will be as outlined in our

MW

discussions, as set out in this Service Agreement and in the agreed job description for the position, which is appended (Appendix 1). This job description may be amended from time to time by agreement between us or as a result of changes in policy/organisation, general legislation, or as reasonably required to reflect your actual duties.

2.2 You agree that you will:

- 2.2.1 unless you are absent from work due to ill health, incapacity, injury or at the Company's request carry out your duties on a full time basis;
- 2.2.2 faithfully and diligently perform your duties to the best of your ability and use your best endeavours to promote the interests and reputation of the Company giving at all times the full benefit of your knowledge, expertise and skills;
- 2.2.3 without payment of additional salary or remuneration, accept any offices or directorships in the Company and perform such other duties in relation to the business of the Company as may from time to time be reasonably vested in or assigned to you by the Co-Chairs;
- 2.2.4 obey the reasonable directions or instructions of the Company and comply with any lawful policies, rules or regulations issued by the Company from time to time;
- 2.2.5 keep the Co-Chairs fully informed in a timely manner of any activities you are undertaking on the Company's behalf, in such form as the Co-Chairs may require;
- 2.2.6 agree to carry out your duties and exercise your powers jointly with any other person appointed by the Co-Chairs in their discretion to act jointly with you;
- 2.2.7 promptly disclose to the Co-Chairs any information which comes into your possession which may adversely affect the Company including but not limited to:
 - 2.2.7.1 full details of any wrongdoing by any employee or consultant of the Company where that wrongdoing is material to that individual's employment or retention by the Company or to the interests or reputation of the Company.
 - 2.2.7.2 the plans of any senior employee or consultant to leave the Company;
 - 2.2.7.3 the plans of any senior employee or consultant to join a competitor or to establish a business in competition with the Company; and
 - 2.2.7.4 any steps by a senior employee or consultant to implement any plan or take any preparatory step towards any of the matters referred to above.

3. SALARY, DISTURBANCE ALLOWANCE & EXPENSES

- 3.1 Your basic annual contractual salary will be £120,000 p.a. (One Hundred and Twenty thousand pounds per annum). Salary will be paid monthly in arrears by credit

MSW

transfer directly to your bank account on or around the last Thursday of each month, subject to deduction of PAYE, Income Tax and National Insurance Contributions at the appropriate rate. Your basic salary will be reviewed annually and may or may not be increased at that time.

- 3.2 If you have any questions about any aspect of your remuneration please discuss this with one of the Co-Chairs.
- 3.3 The Company is entitled at any time during your employment and in any event on termination, to deduct from your pay any monies due from you to the Company including but not limited to overpayments, outstanding loans and advances, excess holiday payments. The Company also reserves the right to withhold payment or deduct pay pro rata for any period of unauthorised absence.
- 3.4 A disturbance allowance of £5000 will be provided as a contribution to the cost of renting accommodation or travel whilst you are primarily based in Oxford. Continuation of this allowance will be reviewed, depending on the evolution of the Operational structure. There is no entitlement to the disturbance allowance and this remains subject to the Co-Chair's agreement to this allowance being paid.
- 3.5 You will be paid all reasonable travelling, hotel and other expenses properly incurred in connection with representing the Collaboration by attendance at international Colloquia, meetings of the Steering Group or committees or otherwise in connection with the discharge of your duties and subject always to the agreement of the Co-Chairs and the submission of valid receipts supporting the expenses incurred.

4. HOURS OF WORK

- 4.1 Your specified hours of work will be 09.00 to 17.30 with an hour for lunch, Monday to Friday each week. However, the nature of the business and the needs of your colleagues means that the Company may require you to work such hours as may be necessary to ensure the delivery of high quality service and support to the broader organization, operational staff and colleagues.
- 4.2 You will be required to work such additional hours as may be necessary for the proper performance of your duties, for which you will receive no additional payment. You agree that the limit on average weekly working time set out in Regulation 4(1) of the Working Time Regulations 1998 will not apply to you, although you may withdraw your consent on giving the Company three months' prior written notice.
- 4.3 Given the nature of your role and responsibilities, you will be expected to travel internationally and operate from other international Company sites as proves necessary in the fulfillment of your duties as Chief Executive Officer. It is not anticipated that you will be required to be outside the UK for periods of in excess of one month.

5. HOLIDAYS

- 5.1 Your annual entitlement to paid holiday will be 27 days in each holiday year, pro rata in your first year. For this purpose the holiday year is 1 April to 31 March. Up to five days' entitlement may be carried forward but must be used in the first two months of the subsequent holiday year.
- 5.2 In the event of termination of your employment for reasons other than misconduct, holiday entitlement will be regarded as accruing at the rate of two and one-twelfth

MSW

days per month for the purpose of calculating holiday pay entitlement/deduction from final salary.

- 5.3 The Company may ask you to reserve up to three designated days of your holiday entitlement to be taken during the Christmas/New Year period.
- 5.4 Statutory or Bank Holidays which fall in the term of your contract will be paid in addition to the normal paid holidays referred to in Paragraph above.

6. SICKNESS ABSENCE

- 6.1 You will be entitled to a maximum of four weeks' full sick pay subject to providing sufficient notification to the Company and appropriate sickness certificate notes from your GP or specialist, as required by the Company, after which you may be eligible for statutory sick pay.
- 6.2 Employees absent from work owing to illness will be entitled to receive sick pay in accordance with the scale below:
- 6.2.1 During your first year of service – one month's full pay and two months' half pay.
 - 6.2.2 During the second year of service – two months' full pay and two months' half pay.
 - 6.2.3 During the third year of service – four months' full pay and four months' half pay.
 - 6.2.4 During the fourth and fifth years of service – five months' full pay and five months' half pay.
 - 6.2.5 After completing five years of service – six months' full pay and six months' half pay.
- 6.3 In the event of employment coming to an end, entitlement to sick pay ceases from the last day of employment.

7. PENSION

- 7.1 The Company operates a pension scheme, which you are eligible to join, according to details available in the Staff Handbook.
- 7.2 Alternatively, contributions that would be normally paid into this scheme on your behalf can be paid into your private pension scheme, as long as you can provide evidence that this is properly administered, through an independent auditor.

8. NOTICE & PROBATIONARY PERIOD

- 8.1 During the first six months of your employment you will be required to give the Company three month's advance written notice of any intention to terminate your employment and the Company will give you three month's notice of termination should it wish to terminate your employment – except in the case of gross misconduct, when termination by the Company may be immediate, without notice and without compensation.
- 8.2 After the successful completion of your probationary period which is anticipated to be 6 months unless extended further by the Company, notice will increase to 6 months written advance notice by either party – except in the case of gross misconduct (see above).

MSW

- 8.3 In the event of your employment being subject to notice of termination – whether notice by you to the Company or notice by the Company to you – the Company reserves the right to require you to continue working normally or to remain at home and be available for contact or consultation at any time during normal office hours for the full period of your contractual notice (Garden Leave). You may also be required to come into the office whilst on garden leave to complete any unfinished projects. The Company reserves the right to place you on special projects at any time during your notice period or to pay you in lieu of your notice period or any part of your notice period.
- 8.4 The Company may terminate your employment without notice and without a payment in lieu of notice in the event that you:
- 8.4.1 fail to promptly produce such documentation as the Company may require to establish at any time your right to work lawfully in the UK and your continuing right to so work; or
 - 8.4.2 are guilty of gross misconduct or breach a fundamental term of your employment. Gross misconduct includes but is not limited to any act of dishonesty committed in relation to your duties including the submission of false expenses claims; the misuse or disclosure of the Company's confidential information or intellectual property; attempts to solicit Customers or Prospective Customers of the Company to transfer or direct business away from the Company for the purposes of a competitor, or employees to leave the Company; engaging in any form of sexual, racial or other harassment at work; supplying controlled drugs and other illegal substances whilst at work and any matter stated to comprise gross misconduct in the Company's policies and procedures; or
 - 8.4.3 breach any other term of this agreement and fail to remedy the breach within 7 days of written notice from the Company advising of the breach;
 - 8.4.4 are in the reasonable view of the Co-Chairs guilty of gross negligence or persistently fail to meet targets set for you by the Company; or
 - 8.4.5 infringe any rules or regulations imposed by any regulatory or other external authority or professional body applicable to your employment or which regulate the performance of your duties or you fail to possess any qualification or meet any condition or requirement laid down by any applicable regulatory authority professional body or legislation; or
 - 8.4.6 act in a way which in the view of the Co-Chairs brings you or the Company into disrepute or is likely to do so, whether or not such act is directly related to the affairs of the Company; or
 - 8.4.7 become bankrupt, have an interim order made against you under the Insolvency Act 1986 or make any composition or enter into any deed of arrangement with your creditors or the equivalent of any of these under any other jurisdiction; or
 - 8.4.8 become of unsound mind or become a patient under any statute relating to mental health; or

MSW

8.4.9 are convicted of a criminal offence (other than one carrying only a non custodial sentence or a driving offence); or

8.4.10 become disqualified from acting as a director of a company or resign as a director of the Company otherwise than at the request of the Company or with the consent of the Company or if required to do so under this Agreement or the Articles of Association of the Company.

9. DISCIPLINARY RULES AND COMPLAINTS PROCEDURE

9.1 Any difficulties at work should be promptly raised, openly discussed and quickly resolved by agreement with the Co-Chairs and/or colleagues, and according to the Company's Standard Operating Procedures.

9.2 Should resolution prove impossible by these informal methods, the matter should be referred in writing to the Steering Group.

10. OTHER ACTIVITIES/CONFLICT OF INTEREST

10.1 During your employment, you should not engage in activities that conflict with discharging your responsibilities as Chief Executive Officer, including maintaining high standards. If in doubt you should first consult the Co-Chairs.

11. CONFIDENTIALITY, DATA PROTECTION, INTELLECTUAL PROPERTY, PRIVACY & RELATED MATTERS

11.1 During the course of your employment you will have access to and become aware of information which is confidential to the Company. You undertake that you will not, save in the proper performance of your duties, make use of, or disclose to any person, (including for the avoidance of doubt any competitors of the Company), any of the trade secrets or other Confidential Information of or relating to the Company, or any user of the Company's services or any company, organisation or business with which the Company is involved in any kind of business venture or partnership, or any other information concerning the business of the Company which you may have received or obtained in confidence while in the service of the Company. You will likewise use your best endeavours to prevent the unauthorised publication or disclosure of any such trade secrets or confidential information.

11.2 This restriction shall continue to apply after the termination of your employment without limit in point of time but both during your employment and after its termination, shall cease to apply to information ordered to be disclosed by a Court or Tribunal of competent jurisdiction or otherwise required to be disclosed by law, or to information which becomes available to the public generally (other than by reason of your breaching this clause) without requiring a significant expenditure of labour skill or money. Nothing in this clause will prevent you making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998.

11.3 For the purposes of this Agreement "Confidential Information" shall include, but shall not be limited to confirmation to matters concerning the Company's:

11.3.1 finances and financial data, information concerning business transactions, dealings and affairs and prospective business transactions;

MSW

- 11.3.2 any operational model, business plans and sales and marketing information, plans and strategies;
- 11.3.3 Customers or Prospective Customers, including, without limitation, Customer and Prospective Customer lists, Customer and Prospective Customer identities and contact details and Customer requirements;
- 11.3.4 existing and planned product lines, services, price lists and pricing structures (including, without limitation, discounts, special prices or special contract terms offered to or agreed with Customers);
- 11.3.5 technology or methodology associated with concepts, products and services including research activities and the techniques and processes used for development of concepts, products and services;
- 11.3.6 computer systems, source codes and software including without limitation software and technical information necessary for the development, maintenance or operation of websites;
- 11.3.7 current and prospective Intellectual Property Rights
- 11.3.8 directors, officers, employees, consultants, agents and shareholders (including, without limitation, salaries, bonuses, commissions and the terms on which such individuals are employed or engaged, decisions or contents of board meetings);
- 11.3.9 suppliers, licensors, licensees, agents, distributors or contractors (Professional Contacts) (both current and those who were Professional Contacts during the previous two years) including the identity of such Professional Contacts and the terms on which they do business, or participate in any form of commercial co-operation with the Company;
- 11.3.10 information concerning or provided by third parties, in respect of which the Company owes a duty of confidence (in particular but without limitation), the content of discussions or communications with any Prospective Customers or prospective business partners; and
- 11.3.11 any other information which it may reasonably be expected would be regarded by the Company as confidential or commercially sensitive.

For the purposes of this Agreement and all clauses in this agreement including for the avoidance of doubt, clause 15 the following definitions will apply:

"Customer" means any person or entity to whom the Company or any Group Company distributed, sold or supplied services or goods during the 24 months immediately preceding the Employee's termination of employment and with which, during that period either the Employee or any individual under the direct supervision of the Employee, had material dealings in the course of employment with the Company or any Group Company;

"Intellectual Property" means any documents, materials, models, designs, drawings, processes, inventions, formulae, computer coding, methodologies, discovery, development, improvement, method, patents, database and database rights, computer programmes, copyright work, trade mark or trade name, domain name, rights in Confidential Information including know-how and trade secrets and any other intellectual property rights and all

MSW

similar or equivalent rights or forms of protection which may not or in future subsist in any part of the world, performed, made, created, devised, developed or discovered by the Employee in the course of the employment, whether capable of being patented or registered or not and including all applications or rights to apply for, and renewals and extensions of such rights, either alone or with any other person in connection with or in any way affecting or relating to the business of the Company or any Group Company or capable of being used or adapted for use therein or in connection therewith;; and

"Intellectual Property Rights" means all intellectual and industrial property rights including, without limitation, patents, rights to inventions, copyright and related rights, design rights, registered designs, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, service marks, rights in computer software, database rights, topography rights, rights in confidential information including know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications or rights to apply for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and whether or not any of the same are capable of protection by registration;

"Prospective Customer" means any person or entity with whom the Company or any Group Company had discussions or negotiations or was invited to tender to during the 24 months immediately preceding the Employee's termination of employment regarding the possible distribution, sale or supply of services of goods provided by the Company or any Group Company and with whom, during such period the Employee or any individual who was under the direct supervision of the Employee, had material dealings with or access to Confidential Information in respect of, in the course of employment with the Company or any Group Company.

"Restricted Area" means geographical area in which the Company or any Group Company operates or intends to operate and in which area you have been responsible for carrying out your duties on behalf of the Company in the 12 months prior to the termination of employment.

12. DATA PROTECTION

12.1 The Company holds information relating to you which is subject to the Data Protection Act 1998. By signing this Agreement you consent to the Company processing, both manually and by electronic means, your personal and sensitive personal data for the purposes of the administration and management of your employment and/or the Company's business. "Processing" includes obtaining, recording, holding or disclosing information or data and carrying out operations on the information or data. "Sensitive personal data" includes information held by the Company as to your physical or mental health, the commission or alleged commission of any offence by you and any proceedings for such an offence (including the outcome or sentence in such proceedings), your political opinions, religious or similar beliefs, sexual life or your membership of a Trade Union. Some examples of items of sensitive personal data are SSP self-certification forms and medical reports.

12.2 In particular you agree that the Company can hold and process personal and sensitive personal data to pay and review your remuneration and other benefits, provide and administer any such benefits, provide information to the Inland Revenue (or other taxation authorities), the police, other regulatory bodies, the Company's legal advisers and potential purchasers of the Company or any business area in which you work, administer and maintain personnel records (including sickness and

MSW

other absence records), carry out performance reviews, give references to future employers, and other purposes related to or ancillary to your employment.

- 12.3 You consent to the Company transferring your personal data (including sensitive personal data) to other countries, including countries which may not have laws protecting personal data adequately or at all.
- 12.4 You will operate at all times to the performance/presentation standards and general business methods laid down by the Company. In particular, it is a condition of your employment that strict discretion should be observed with regard to the affairs of the personnel employed by the Company and who are under your supervision.
- 12.5 Further we would expect you to respect and promote the happy basis of working which is aspired to across the Company – which will always remain a cardinal point of policy.

13. INTELLECTUAL PROPERTY

- 13.1 You acknowledge that all Intellectual Property shall automatically belong to the Company to the fullest extent permitted by law.
- 13.2 You will promptly disclose and deliver to the Company for the exclusive use and benefit of the Company any Intellectual Property and will irrespective of termination of your employment give all information and data in your possession as to the exact mode of working, producing and using the same and will also give all such explanations, instructions and documents to the Company as the Co-Chairs may deem appropriate to enable the full and effectual working, production or use of the same to enable the Company to exploit the Intellectual Property to the best advantage.
- 13.3 To the extent not vested in the Company by operation of law, you hereby assign to the Company absolutely with full title guarantee:
 - 13.3.1 all the Intellectual Property for the full term of such rights and all renewals and extensions, together with all accrued causes of action, and
 - 13.3.2 by way of present assignment of future Intellectual Property, all vested contingent and future Intellectual Property Rights in the United Kingdom and all other countries in which Intellectual Property Rights subsist or will subsist in the future (Territory) together with all rights of action in respect of any infringements of the Intellectual Property Rights including the right to claim damages in respect of any infringing works whether now known or in the future created to which you are now or may at any time after the date of this agreement be entitled by virtue of or pursuant to any of the laws in force in each and every part of the Territory to hold to the Company its successors and assigns absolutely throughout the Territory for the full period of the Intellectual Property Rights and all renewals reversions and extensions of such period subsisting or arising under the laws of each and every part of the Territory and afterwards so far as permissible in perpetuity.
- 13.4 You hereby undertake to keep proper notes and records of all Intellectual Property.
- 13.5 You agree to mark all Intellectual Property with such patent, copyright, trade mark and other notices as the Company may require from time to time.

MSW

- 13.6 You will, without payment (unless otherwise agreed in writing by the Company or to the extent provided in section 40, Patents Act 1977) and whether during or after the continuance of your employment, promptly do all such further acts and deeds and things and execute all such further documents and instruments as may from time to time be required by the Company or its nominee that are necessary or desirable to vest absolute legal and beneficial ownership of the Intellectual Property in the Company or its nominee and to perfect the Company's or its nominee's respective titles thereto and to enable the Company and its nominee to protect and enforce such Intellectual Property including (if requested) assisting in legal proceedings.
- 13.7 You hereby irrevocably waive your moral rights in the Intellectual Property anywhere in the world, so that the Company or any third party may use and adapt all such Intellectual Property in whatsoever way the Company or such third party determines without infringing such moral rights including (but without limitation) the right to be identified, the right of integrity and the right against false attribution.
- 13.8 Rights and obligations under this clause shall continue in force after the termination of this Agreement and shall be binding upon your heirs and successors, assigns and representatives.
- 13.9 Nothing in this Agreement shall oblige the Company to seek patent or other protection for the Intellectual Property nor to exploit or otherwise make use of such materials.
14. **COMPANY PROPERTY**
- 14.1 Information generated through systematic data reviews conducted by the Cochrane Centres and later deposited in the Cochrane Library remain the property of the Company and should not be provided to third parties without the written consent of either the Co-Chairs and/or the Steering Group.
- 14.2 On leaving the organization, you will be expected to return any confidential documents held in paper form or electronically and to continue to observe the confidence placed in you by the organization, confirming in writing that you will do so.
- 14.3 You may not save in the proper performance of your duties or without the Company's permission, remove, retain or make copies any property belonging to the Company, or relating to the affairs of the Company from the Company's premises, or make any copies of documents or records relating to the Company's affairs.
- 14.4 Upon the Company's request at any time, and in any event on the termination of your employment, you will immediately deliver up to the Company or its authorised representative, any plans, keys, mobile telephone, security passes, passwords, credit cards, Customers lists, price lists, equipment, documents, records, papers, computer disks, tapes or other computer hardware or software (together with all copies of the same), and all property of whatever nature in your possession or control which belongs to the Company or relates to its or their business affairs. You will at the Company's request furnish the Company with a written statement confirming that you have complied with this obligation.
- 14.5 If you have any information relating to the Company or work you have carried out for the Company which is stored on a computer or laptop computer which computer or lap top does not belong to the Company, this must be disclosed to the Company, together with any passwords, and the Company shall be entitled to down load the information and/or supervise its deletion from the computer or laptop concerned.

MSW

15. RESTRICTIONS AFTER EMPLOYMENT


- 15.1** You agree that you will not, without the written permission of the Co-Chairs, or for a period of 6 months following the termination of your employment (less any period you spend on garden leave) and whether on your own behalf or on behalf of any individual, company, firm, business or other organisation, directly or indirectly:
- 15.1.1** in connection with the carrying on of any business which competes with any business of the Company with which you were involved in the 12 months prior to the termination of your employment, solicit or entice away from the Company the business of any Customer or Prospective Customer with whom you had business dealings on behalf of the Company in the course of the 12 months prior to the termination of your employment, or about which Customer, or Prospective Customer you are (or someone reporting directly to you is) privy to confidential information gained as a result of employment with the Company any at the date your employment terminates; or
 - 15.1.2** in connection with the carrying on of any business, within the Restricted Area, which competes with any business of the Company with which you were involved in the 12 months prior to the termination of your employment, have business dealings (involving the provision of products or services of a type provided by the Company at the date your employment terminates) with any Customer or Prospective Customer of the Company with which Customer or Prospective Customer you had business dealings on behalf of the Company in the course of the 12 months prior to the termination of your employment, or about which Customer or Prospective Customer you are (or someone reporting directly to you is) privy to confidential information gained as a result of employment with the Company at the date your employment terminates; or
 - 15.1.3** seek to entice away from the Company any person employed or engaged by the Company any as, or carrying out the functions of, a director, consultant, vice president or any other senior employee at the date your employment terminates and with whom in each case you had dealings in the last 12 months of your employment with the Company. This restriction shall apply regardless of whether the solicitation involves a breach of contract on the part of the consultant, or director or employee concerned;
 - 15.1.4** employ or engage or offer to employ or engage any person employed or engaged by the Company as, or carrying out the functions of, a director, consultant, vice president, or any other senior employee at the date your employment terminates (or who would have been so employed had he or she not left the Company due to solicitation on your part in the 4 months prior thereto) and with whom in each case you had dealings in the last 12 months of your employment with the Company. This restriction shall apply regardless of whether the employment involves a breach of contract on the part of the consultant, director or employee concerned.
- 15.2** You agree that you will not, without the written permission of the Co-Chairs, during your employment with the Company, or for a period of 3 months following the termination of your employment (less any period you spend on garden leave), be engaged or employed by, or otherwise involved in any company firm or business which competes with any business of the Company with which you are involved in the last 12 months of your employment under this Agreement.

MSW


- 15.3 Each of the sub-clauses contained herein constitutes an entirely separate and independent covenant. If any restriction is held to be invalid or unenforceable by a court of competent jurisdiction, it is intended and understood by the parties that such invalidity or unenforceability will not affect the remaining restrictions or the validity of the rest of the Agreement and that if any such restriction would be valid if some part thereof were deleted, such restrictions shall apply with such modification as may be necessary to make them effective.
- 15.4 You agree that if you receive an offer of employment, consultancy, directorship or other office or partnership during the continuance in force of any of the above, you will prior to acceptance of an offer, provide the party making the offer with copies of this clause and details of your notice period, the restrictions on your use and disclosure of confidential information and the clauses dealing with copyright and inventions. Further, within 48 hours of receiving the aforementioned offer you will notify the Company of the identity of the offeror and the terms of the offer.
- 15.5 You acknowledge that:
- 15.5.1 each of the restrictions set out herein goes no further than is necessary to protect the legitimate business interests of the Company; and
- 15.5.2 the Company is entering into this Agreement with the intention that the Company will be entitled to seek the protection of and enforce each of its restrictions directly against you.
- 15.6 Following the date your employment terminates, you will not:
- 15.6.1 represent yourself as being in any way connected with the business of the Company;
- 15.6.2 represent, promote or advertise or refer to your previous connection with the Company in such a way as to utilise any of their goodwill
- 15.6.3 carry on, cause or permit to be carried on any business under or using any name, trade mark, service mark, style, logo, get-up or image which is or has been used by the Company, or which in the reasonable opinion of the Co-Chairs, is calculated to cause confusion with such a name, trade mark, service mark, style, logo, get-up or image or infer a connection with the Company.
16. **COLLECTIVE AGREEMENT**
- 16.1 There are no collective agreements directly affecting your terms and conditions of employment.
17. **RETIREMENT AGE**
- 17.1 The Company's usual retirement age for the time being is 65 but that normal retirement age does not affect any statutory right the Employee has to request to continue to work beyond the age of 65.
18. **ENTIRE AGREEMENT**
- 18.1 This Agreement contains the entire and only agreement between you and the Company and supersedes all previous agreements between you and the Company.

MSW

For THE COCHRANE COLLABORATION:


.....
Co-Chair (Professor Jonathan Craig)

Date 23/8/12


.....
Co-Chair (Professor Jeremy Grimshaw)

Date 24/8/12


.....
Chief Executive (Mark Wilson)

Date 15.8.12

APPENDIX I

JOB DESCRIPTION

Private & Confidential

CHIEF EXECUTIVE OFFICER THE COCHRANE COLLABORATION

1. Background

The Cochrane Collaboration is an international, independent Not-For-Profit organisation, which has gained worldwide recognition for its seminal systematic reviews on the effects of health care interventions across a wide range of clinical diseases and disorders. In the leading medical journal, *The Lancet*, the Collaboration has been described as: "*an enterprise that rivals the Human Genome Project in its potential implications for modern medicine.*"

The Collaboration is named after Archie Cochrane (1909-1988), a British epidemiologist, who advocated the use of randomised controlled trials as a means of reliably informing healthcare practice. It is funded by a variety of sources including governments, universities, hospital trusts, charities and personal donations. A list of bodies that have supported the Cochrane Collaboration can be found at: www.cochrane.org/about-us/funding-support

The Collaboration's funding model reflects the international and dispersed nature of the organisation. The core income – which is paid directly to the Collaboration and used to sustain its information management systems, research programmes, website etc. – derives principally from the proceeds of the Cochrane Library (described below) and other Cochrane products. Its Review groups are supported by national governments, international governmental and non-governmental organisations, universities, hospitals, private foundations, and personal donations. They are not permitted to accept funding from commercial organisations such as pharmaceutical companies. This is to ensure that the conclusions of Cochrane Reviews are not influenced by commercial interests.

Cochrane reviews are frequently used as key references by health care providers and government policy makers as well as the general public. The Collaboration strives to maintain the highest quality of data analysis, review and dissemination, leaving individual

countries and governments to interpret their findings for their local communities. The reviews themselves – currently numbering over 5000 – are deposited in the Cochrane Library which is available to policy makers, health practitioners, researchers and the public.

To ensure the quality, currency and dissemination of reviews, an Editor-in-Chief, Dr David Tovey, was recruited in 2009. Dr Tovey will work closely with the new CEO in ensuring that the Collaboration and the Library are progressive in terms of meeting the needs of their target audiences and communicating to new customers world-wide.

More information on the Cochrane Collaboration, the Cochrane Library and the Memorandum and Articles of Association can be found at the following web-sites:

www.cochrane.org

www.thecochranelibrary.com

www.cochrane.org/intranet/organisation-administration/official-documents/memorandum-and-articles-association

2. Chief Executive Officer – Position Description

The successful candidate will succeed Mr Nick Royle who recently stood down as CEO due to family illness.

2.1 Management Structure & Reporting lines

The Collaboration is a devolved organisation comprising many Groups, and up to 30,000 members world-wide, who contribute to systematic reviews. The governing body is the Steering Group that is elected from its membership and serves as the Board of Directors of the Charity.

The CEO will be accountable to the Cochrane Collaboration Steering Group (CCSG) and will report to the co-Chairs who are currently:

Jeremy Grimshaw, Professor in the Department of Medicine at the University of Ottawa and Senior Scientist, Clinical Epidemiology Program at the Ottawa Hospital Research Institute and

Jonathan Craig, Professor and Director of Clinical Epidemiology at the School of Public Health in the Medical School at the University of Sydney

The CEO will lead the entire Collaboration including 6 staff employed by the Operations Unit in Summertown, Oxford.

2.2 Main Duties and Responsibilities

Will be to:

- Line manage and shape the global operational team
- Work closely with both Co-Chairs of the CCSG, Professors Grimshaw and Craig, and the Editor-in-Chief, Dr Tovey, in progressing and reviewing all Cochrane-based activities
- Formulate and develop options on key policy issues for consideration by the CCSG
- Forge new strategies on public awareness and funding
- Diversify the sources of funding

- Enhance collaborations and the corporate profile
- Establish key performance indicators to monitor actual achievements
- Be responsible for managing the central operations budget
- Be responsible for negotiations with the external publisher

The CEO will ensure that the overarching mission, strategies and decisions agreed by the CCSG are efficiently enacted and suitably reviewed, advising the CCSG of budgetary and manpower consequences and of any recommendations for change e.g. in relation to corporate policies, changing legal requirements, financial forecasts, international differences in policies or practice.

Effective people management is a key and essential feature. It is important that the "spine" of the organisation (Steering Group – Operations Unit – individual Cochrane Reviewers – supportive operational staff) communicates well and works effectively. The CEO will be responsible for pro-actively optimising these relationships. At the level of the external communities, he/she will not only represent the Collaboration but will also be expected to actively raise the international profile and public awareness, also working effectively with funding bodies and the external publisher of the Cochrane reviews

2.3 Person Specification

The ideal candidate will have a background that meets as closely as possible the following characteristics:

- Experience of organisational leadership in a multi-stakeholder organisation preferably, but not essentially, engaged in scientific or medical research
- Business experience i.e. understanding of people and fiscal management
- Gravitas/ambassadorial skills to represent the Cochrane Collaboration internationally and to raise its profile
- Demonstrable evidence of well-developed people management and networking skills
- Prior experience of working within or with the Not-For-Profit sector and/or with health systems of research would be advantageous.

The international nature of the role will require the CEO to travel on business on a needs basis. The proportion of time spent travelling is difficult to quantify and will vary depending on the stage of activities.

2.4 Terms and Conditions

The position will attract a six-figure remuneration package. The successful candidate will be employed by The Cochrane Collaboration on a permanent, full-time basis on a rolling contract, reviewed against objectives agreed with the Steering Group.

3. Timelines

It is proposed that Shortlist interviews will be held in July with the intention of announcing the successful candidate at the next Cochrane Colloquium which is to be held in Auckland NZ between September 30 and 3 October 2012. It is envisaged that the new CEO will be invited to this meeting.

4. Further Information

We have retained the Executive Search consultants, RSA, to manage the recruitment process. For further information and advice on how to apply, please contact Dr Kevin Young, Director RSA Science & Medicine or his Research Assistant Samantha Ng at:

kevin.young@thersagroup.com
samantha.ng@thersagroup.com

Tel: +44 1707 259333, Quoting reference number 12073