

OPEN UNIVERSITY WORLDWIDE LIMITED

TERMS AND CONDITIONS OF EMPLOYMENT FOR STAFF WORKING IN THE UK

1. NAME AND ADDRESS OF EMPLOYER

Open University Worldwide Ltd of First Floor, East Perry Building, Walton Hall, Milton Keynes, MK7 6AA ('The Company')

The Company is a wholly owned subsidiary of The Open University ('OU').

2. COMMENCEMENT OF EMPLOYMENT

This statement, together with your individual letter of appointment, sets out the particulars of employment with the Company which are required to be given under the Employment Rights Act 1996.

The statutory continuous employment for each member of staff commences on their individual employment start date as set out in the appointment letter and no employment with a previous employer counts towards the period of continuous employment.

3. MEDICAL EXAMINATION

The Company reserves the right to require prospective staff to undergo a medical examination prior to their employment or at any other time during employment, if it deems it to be justifiable, by a registered medical practitioner nominated by the Company, and to meet such criteria as are appropriate for the performance of the job.

4. PROBATION

All offers of first appointment may be subject to an initial probationary period of three or six calendar months as set out in the appointment letter. Within this period the appointment will be subject to one week's notice in writing on either side. The Line Manager will ensure that an appropriate member of staff is responsible for reviewing and discussing progress on a regular basis with the new appointee, and for providing counselling support when required. On the satisfactory completion of this period the appointment will be confirmed in writing by the Company. If the Company decides not to confirm the appointment it will, on expiry of the period of probation, apply one of the following options:

- The probationary period will be extended by a further period of up to three months. On the satisfactory completion of this period the appointment will be confirmed in writing by the Company. If the Company decides not to confirm the appointment, then either notice of one full calendar month will be given or one month's pay in lieu of notice will be given.
- or Notice of one full calendar month will be given.
- or One month's pay in lieu of notice will be given.

5. DUTIES

Duties will be as may be determined from time to time by the Company. Staff members must not, during the currency of an appointment to the Company, accept any additional employment of any kind that may adversely affect or influence the satisfactory performance

of their duties. The prior permission of the Company must be sought before any additional employment is undertaken, such permission will not be unreasonably withheld.

6. SALARIES

Appointments will be made at fixed salaries. Salaries are paid monthly in arrears by bank credit on or before the 25th day of each month.

7. SALARY REVIEWS

Salary reviews for all staff shall normally take place once each year; during which consideration will be given to the granting of bonuses in accordance with such criteria as may from time to time be determined by the Company. There is no obligation on the Company to make any increase in salary or to guarantee any bonus. Further details are contained in the Remuneration Policy, which is available from the Company's Staffing Coordinator.

8. STAFF APPRAISAL & TRAINING

The Company has a Staff Appraisal scheme for all staff.

Full guidance notes and forms are available from the Company's Staffing Coordinator.

The Company, in seeking to promote the job satisfaction and career progression of its staff, together with the development of the skills and knowledge that are necessary for them to carry out their duties, makes provision for post-entry training and further education. Training needs will be regularly discussed between the individual and the Supervisor or Manager to whom enquiries should be directed in the first instance.

9. HOURS

The Company does not operate a flexi time scheme.

The contractual minimum working week for full time staff is 37 hours (excluding lunch breaks).

Daily hours will normally be worked between 8am and 6pm.

Directors, Senior/Sales Team staff members are required to work such extra hours as may be necessary for the proper performance of their duties.

Staff will be expected to take luncheon breaks of no less than half an hour on any day between 12 noon and 2.00pm.

Any variation to the above must be authorised in writing by the appropriate Director.

Agreed hours may be subject to periodic review and the Director reserves the right to give notice of reasonable changes to hours (including reasonable requests to vary hours in exceptional circumstances at short notice in order to provide cover in particular circumstances) where operational needs require this. Staff will be notified of such changes in writing.

Staff have a personal responsibility for working their contracted hours each week. Staff who arrive late will normally be required to make the time up at the discretion of the Director or his/her delegate.

10. OVERTIME

Staff are required to work reasonable overtime as may be necessary. Overtime payments are not normally made, but when it is appropriate, time off in lieu of payment for overtime working will be granted at flat rate. All time off in lieu arrangements must be by approved in advance by the responsible Manager.

Individual staff may qualify for time off in lieu where required to work and/or travel at weekends or evenings or at times generally regarded as unsociable or inconvenient, subject to the prior approval of the Director or his nominee. Time off in lieu will not be allowed to accumulate as part of annual leave. Further details of the Company's policy towards time off in lieu for business travel are available from the Staffing Coordinator.

11. WORKING AT HOME

Staff members will perform their duties for the Company at the office situated at East Perry Building, Walton Hall, Milton Keynes, MK7 6AA, unless travelling on business or with prior written approval of senior management.

The Company reserves the right to change staff members' place of work from time to time. Staff may also be required to accept a transfer or temporary assignment to work in another location in the UK. Staff will be given reasonable written notice of any change in their place of work.

12. PENSIONS

Each member of staff will be automatically enrolled into a pension; the University's chosen pension scheme is Universities Superannuation Scheme (USS). This means employees will become a member of the USS pension scheme. The employee's pension contributions will be automatically deducted from their monthly salary. The University and the USS trustee will need to process their data in order to meet the legal requirement to enrol them into the pension scheme. Further details about USS (including the USS trustee's privacy notice) can be found at www.uss.co.uk. Membership of the scheme means that employees will be subject to the USS rules in force at any time. Staff may opt-out of USS at any time if they so wish. Contact the OU's Pensions Team at Finance-Pensions@open.ac.uk for further information.

13. SICKNESS AND SICK PAY

In the event of absence due to sickness or injury, the company requires that you inform your line manager of your absence by 9.30 am of your first day of sickness. The Manager will then inform the Staffing Coordinator who will record the absence and advise the Staff Payments Office

The Company also encourages staff to contact the line manager at regular intervals if sickness lasts for more than one day.

If the absence is between 4 and 7 days a Self Certification form must be completed on their return to work. If the absence exceeds 7 calendar days a Medical Certificate must be submitted to the Company without delay through the Manager to the Staff Payments Office. Thereafter, certificates must be produced at the time of issue, but at intervals not exceeding one month.

Staff are entitled to receive the following salary payments upon production of the appropriate certificate:

PERIOD OF SERVICE WITH THE COMPANY	ENTITLEMENT FULL PAY	HALF PAY
Less than two years	1 month	1 month
More than two but less than 5	3 months	3 months
Five years or more	6 months	6 months

The rate of allowance company sick pay and the period for which it shall be paid in respect of any absence due to illness is assessed over a rolling 12 month period. This shall be ascertained by deducting from the period of benefit appropriate to the staff member's service on the first day of absence the aggregate of the periods of absence due to illness during the twelve months immediately proceeding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave

Any Statutory Sick Pay (SSP) due will be included in normal full sick pay; staff in receipt of half sick pay will receive any SSP due in addition to their half pay, subject to the total gross pay being no more than normal salary on full pay. The qualifying days for Statutory Sick Pay purposes are Monday to Friday each week. Where SSP is not payable, the Staff Payments Office will advise individual staff of the procedure for claiming State Sickness benefit to which they may be eligible.

National Insurance benefits to which staff are entitled will be deducted from any full rate of salary payments (as outlined in the above table) made during absence on account of sickness or injury.

The Company may exercise discretion to extend sickness entitlements in special circumstances.

At any time during absence, a staff member shall if required by the Company, submit to a medical examination by a registered medical practitioner nominated by the Company.

Staff falling sick during Public Holidays shall not be granted any compensation in lieu of such days of sickness. Where a staff member is sick during an agreed period of personal holiday the Company will sympathetically consider the granting of compensatory days of holiday

15. HOLIDAYS

Staff are entitled to holidays with pay as follows:

CONTRACTUAL	COMPANY CLOSURE	STATUTORY	TOTAL
33	3	8	44

The holiday year will run from 1st August to 31st July. Holiday is taken at times convenient to the Company and prior authorisation must be sought from your Line Manager and taken within the holiday year in which it accrues. In the case of special circumstances agreement by your Line Manager may be granted to carry leave over to the next holiday year to a maximum of 10 days. Additional leave over and above the 10 days must be authorised by your Line Manager.

Up to 3 weeks holiday together can be booked, and consideration will be given to any member of staff who wishes to take more than three weeks continuous annual leave. This should only be in exceptional circumstances and at least three month's notice must be given so that, if approved, appropriate cover can be arranged.

It may also be possible for staff to amend their working hours, or move from full-time to part-time for an agreed period, using their holiday allowance.

On the 25th year of service, staff will be awarded a 'one off' 5 extra days holiday to be taken within the 25th year.

Proportionate paid holiday is granted to staff entering or leaving the Company's service on the basis of one twelfth of the contractual entitlement for each completed month of service. If, on leaving the Company, staff have exceeded accrued holiday entitlement, the excess may be deducted from any sums due to them. If the member of staff has any unused holiday entitlement, the Company may either require the staff member to take such unused holiday during any notice period or accept payment in lieu.

16. MATERNITY AND ADOPTION LEAVE, PATERNITY LEAVE, AND PARENTAL LEAVE

Further information on the Company's Maternity and Adoption, and Paternity Leave Schemes is available from the OU HR Division. Information on Statutory Maternity and Adoption Rights and Statutory Maternity and Adoption Pay, and the Parental Leave scheme is also available from the OU HR Division.

17. FLEXIBLE WORKING

Parents of children aged under six or disabled children aged under 18, plus the carers of dependants have the right to apply to work flexibly and the Company has a duty to consider these requests seriously.

For full details on the flexible working policies, please refer to the OU HR Division.

18. CHANGES TO TERMS OF EMPLOYMENT

The Company reserves the right to make reasonable changes to any of the terms and conditions of employment. Staff will be notified of minor changes of details by way of a general notice to all staff. No significant changes will be made without consultation and proper notice being given.

19. NOTICE

Notice from staff member:

Except during a staff member's probationary period, appointments are subject to a minimum of one calendar month's notice of termination in writing to the Company by the staff member, unless stated otherwise in the letter of appointment. The formal written letter of resignation should be submitted to the Line Manager.

Notice from the Company:

The Company is required to give staff:

- At least one week notice if the staff member has been employed by the Company continuously for one month or more but for less than two years;

- At least one month notice if the staff member has been employed by the Company continuously for two years; and
- One additional week's notice for each further complete year of continuous employment for a period of less than 12 years' continuous employment; and at least 12 weeks' notice if the staff member has been employed by the Company continuously for 12 years or more.

The Company shall also be free to pay basic salary in lieu of notice or any remaining period of notice (whether given by the Company or staff member).

The Company reserves the right to require staff not to attend work and/or not to undertake all or any of their duties of employment during any period of notice (whether given by the Company or staff member), provided that the Company shall continue to pay staff their salary and contractual benefits whilst they remain employed by the Company.

The Company reserves the right to terminate employment without notice or salary in lieu of notice in appropriate circumstances such as in the event of any serious breach by a staff member of the terms of their employment or in the event of any act or acts of gross misconduct.

20. RETURN OF COMPANY PROPERTY

At the end of employment, staff must immediately return to the Company all Company property, which may include, but is not limited to, all keys, electronic passes, VPN token, documents, electronic storage devices, recordings, photographs, laptop computer, computer hardware, computer discs, microfiches, mobile telephone, University credit card. The Company reserves the right to deduct an amount equivalent to the current replacement value from a staff member's final wage in respect of any property not returned to the Company and by acceptance of this contract, staff consent to the making of such deduction.

21. POST TERMINATION OBLIGATIONS

Staff shall not for a period of 12 months (this time period may be reduced on a personally negotiated basis at the discretion of the Director) after the termination of their employment with the Company whether on their own account, or with, through, for or on behalf of any other person, firm, company or organisation directly or indirectly:-

- Canvas or solicit or procure to be canvassed or solicited in competition with the Company, the custom of any person, firm, company or organisation whom or which was at any time during the 12 months prior to the termination of their employment, a customer of the Company and with whom they had dealings during that period;
- Deal with, or attempt to deal with in competition with the Company any person, firm, company or organisation whom or which was at any time during the 12 months prior to the termination of their employment a customer of the Company and with whom or which they dealt during that period;
- Solicit or endeavour to entice away from or discourage from being employed by the Company any staff member employed by the Company and who to their knowledge was a staff member thereof at the date of termination or whom to their knowledge had at the date agreed to be engaged as a staff member of the Company and with whom they had dealt or had contact in the normal course of their duties.

While the restrictions in this paragraph 21 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such restrictions, by themselves, or taken together, shall be found to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be considered reasonable if part or parts of the wording of such restrictions were deleted, the relevant restriction or restrictions shall apply with such deletions(s) as may be necessary to make it or them valid and effective.

22. RETIREMENT

The normal retirement date for staff under their employment contract is the last day of the month in which they attain the age of 65. Staff members holding preserved benefits from their past membership of the former OUSS (preserved benefits now held with USS) may retire from age 60 without actuarial reduction in respect of benefits accruing prior to 1 August 2004. Benefits accruing under USS from 1 August 2004 and any attaching service credit resulting from the transfer from OUSS to USS will be paid in accordance with the rules of USS.

Any work undertaken from age 65 to the end of the month in which they retire is pensionable but retirement would be deemed to be late i.e. after the scheme's normal retirement age. In the event of late retirement the death benefits change accordingly as set out in USS rules.

23. PART-TIME APPOINTMENTS

Staff may be appointed to posts to work regular and fixed numbers of hours.

These conditions of employment will apply except that:

- The salary payable is that proportion of the full-time salary which the number of working hours per week bears to 37 hours.
- Holiday entitlements are pro rata full-time staff and the salary payable for holidays will be as above. Public and specified holidays are also pro rata.
- Sick leave entitlement for part-time appointments is limited to the rate as above.

24. PART-YEAR APPOINTMENTS

Appointments may be made for a specified number of weeks during the year and normally the minimum will be thirty weeks per annum. These conditions of employment will apply except that:

- Payment of salary is normally made by twelve equal monthly instalments of the annual amount due.
- Holiday entitlement and Sick pay entitlement will be pro rata

25. PART-TIME PART-YEAR APPOINTMENTS

Appointments may be made for a specified number of weeks with hours of work of less than 37 hours per week. The Conditions of Service in paragraph 24 are applicable to such appointments except that the salary, which will be paid in twelve equal monthly instalments of the annual amount due, is that proportion of the annual salary for the number of working weeks.

26. STUDY LEAVE POLICY & FEE WAIVER SCHEME

Applicants and students for any courses presented by the University, for which they are accepted, shall be exempted from the relevant fees provided that they are members of staff at the time the fee falls due and subject to satisfactory participation in previous courses, if undertaken.

Financial assistance may be given for courses of study through other institutions appropriate to individual circumstances and approved by the Company beforehand. Please refer to the Company's Staffing Coordinator for full details of the Study Leave policy

Members of staff registered as students of The Open University will receive additional paid holiday for attendance at Residential Schools on the basis of one day's leave for each working day spent at a Residential School.

Membership fees for professional bodies are not funded by the Company unless at the discretion of the Managing Director.

27. SPECIAL LEAVE POLICY

Please refer to the Company's Staffing Coordinator for details on the policy relating to special leave for domestic, personal and family reasons.

28. ACCIDENTS

Accidents whilst on Company premises or which happen while the individual is on Company business must be reported at once to the appropriate Manager. There is a prescribed form for reporting accidents available from Health & Safety Coordinator, and staff are requested to note that the names and addresses of witnesses must be taken.

29. HEALTH & SAFETY

All staff are subject to the Health and Safety at Work Act 1974, or any successor thereto, and are asked to make themselves fully familiar with this Act, and the Company's Safety Policy. Copies may be obtained from Health & Safety Coordinator.

30. PROPERTY

The Company is unable to accept any responsibility for the security of the personal property of staff whilst either on Company premises, or employed elsewhere on Company business.

31. TELEPHONE CALLS

Official telephones may be used within reason for short local private calls. All other calls must be paid for.

32. TRAVEL, SUBSISTENCE AND OTHER EXPENSES

The Company will reimburse staff for all reasonable travelling, subsistence and out-of-pocket expenses properly incurred in the discharge of their duties in accordance with policies approved by the Company, provided that on request they provide the Company with receipts or other evidence of actual payment of such expenses as the Company may reasonably enquire.

33. DEDUCTIONS

The Company reserves the right to deduct from a staff member's pay any sums which they may owe to the Company, including without limitation, any overpayments of salary, holiday taken in excess of that accrued during the holiday year, loans or advances made to them by the Company or the cost of repairing any damage or loss suffered by the Company as a result of their negligence or breach of the Company rules and any other sums owed by staff to the Company. By accepting the offer of employment, staff specifically authorise the Company to make such deductions.

34. GIFTS

Staff may not without the prior written consent of the Company accept any gift and/or favour of whatever kind from any customer or supplier of the Company, or any prospective customer or supplier of the Company. Any breach of this rule will be treated as gross misconduct and may lead to dismissal.

35. GRIEVANCE PROCEDURE

For full details of the Company's grievance procedure, please contact the Staffing Coordinator.

36. DISCIPLINARY PROCEDURE

For full details of the Company's disciplinary procedure, please contact the Staffing Coordinator

37. TRADE UNION RIGHTS

Under the Trade Union and Labour Relations (Consolidation) Act 1992, staff have the right to be a member of such registered Trade Union as they may choose.

38. COLLECTIVE AGREEMENTS

There are no collective agreements which affect this contract.

39. CONFIDENTIAL INFORMATION

'Confidential Information' includes but is not limited to information relating to customers, clients and potential clients, terms of sale and supply, technical and product information and development plans, and information relating to the business finances of the Company

For the purposes of this contract "Confidential Information" shall mean any information relating to the Company or the business, prospective business, technical processes, computer software, intellectual property rights or finances of the Company including without limitation details of suppliers and their terms of business, details of clients and their requirements, the prices charged to and terms of business with clients, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, which comes into your possession by virtue of your employment, and which the Company regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as

“confidential”, and any and all information which has been or may be derived or obtained from any such information.

A staff member may not, without prior written due authorisation (or taking all reasonable care) and good faith, divulge, use or permit or cause the unauthorised disclosure through their negligence of any trade secrets, private or Confidential Information relating to the Company, or to its employees, the Open University or its students, either during or after the termination of employment (without limit) to any person, company, business entity or other organisation.

Any breach of this duty of confidentiality may constitute gross misconduct and may lead to the immediate termination of employment.

No staff member may, save for the purpose of Company business and on behalf of the Company, either during, or out of business hours make or retain copies of, or extracts from documents or letters, or any notes of, or information contained in any media in relation to the Company’s business. All such information must be handed over to the Company on demand and in any event on the termination of employment.

40. PERSONAL INFORMATION AND DATA PROTECTION

Open University Worldwide Ltd is a wholly owned subsidiary of The Open University. Information about staff is used by the Company and is shared with The Open University.

The purposes for which the Company and the University uses staff personal information are:-

- Personnel and institutional administration
- Work planning and management
- The provision of occupational health services
- The administration of the training and education provision
- To keep staff informed about goods or services offered by our associates
- To ask staff members to assist in OU surveys to help us plan and improve our services and systems
- To produce statistical information for publication

For further information contact the Company’s Data Protection Coordinator or Staffing Coordinator.

Under the Data Protection Act 1998, an individual is entitled to be provided with information about the processing of their personal data and to a copy of such personal data, subject to statutory conditions and exemptions. Any requests should be made in writing to the Staffing Coordinator, OUW Ltd.

41. EQUAL OPPORTUNITIES

The Company aims to create the conditions whereby staff are treated solely on the basis of their merits, abilities and potential, regardless of gender, marital status, race, colour, ethnic or national origin, age, socio-economic background, disability, religious or political beliefs, family circumstance, sexual orientation or other irrelevant distinction.

The Company has an action plan to implement this policy. The effectiveness of this policy shall be reviewed regularly by such means as shall be agreed.

42. FEES AND HONORARIA FOR EXTRA-CURRICULAR WORK

Although the duties of the appointment are full-time, staff may take part in such outside activities, paid or unpaid, proper to their status provided that in sum these activities do not adversely affect the proper performance of their Company duties. Staff must give advance notice in writing of the likely event of their commitments to their manager who will determine, after due consultation with senior management, whether or not they are acceptable. The Company accepts no liability for any action which may arise from extra-curricular service, and it is the responsibility of the staff member to inform the outside body or bodies accordingly.

Where an obligation is placed upon a staff member through the receipt of payment for regular external work, the staff member is asked to notify the Company Secretary of the commitment. Where such work may coincide with normal Company duties or may otherwise affect the Company's interests the employee must notify the Company Secretary in writing, and obtain prior approval. The Company Secretary shall not give approval unless reasonably satisfied that acceptance of the work will not interfere with the duties of the staff member; it will not be likely materially to affect the Company in its relationships with other bodies where necessary, appropriate arrangements for a period of part-time work can be made while the staff member is holding a full-time appointment.

Within available resources the Company will endeavour to sustain such work, but where a staff member is likely to make a significant or unusual demand on the Company's equipment, material or supporting staff, in the course of the extra-curricular work, the arrangements for such use must be approved in advance, and if appropriate a sum agreed in payment for the estimated costs of the resources to be so employed.

43. INTELLECTUAL PROPERTY

Any invention, modification, formula, recipe, model, prototype, sketch, plan, drawing or improvement, design, process, information, copyright work including but not limited to computer programs, trade mark or trade name or get-up made, created or discovered by a staff member during employment ("the Works") (whether capable of being patented or registered or not and whether or not made or discovered in the course of employment or using the facilities of the Company) ("Intellectual Property Rights") shall be disclosed immediately to the Company and shall (subject to sections 39 to 43 Patents Act 1977) belong to and be the absolute property of the Company.

If and whenever required so to do by the Company a staff member shall at the expenses of the Company as the Company may direct:-

- render all assistance within his/her power to obtain and maintain such Intellectual Property Rights or any application for any extension thereof.
- execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same absolutely and as sole beneficial owner in the Company or in such other person as the Company may specify.
- give all information and data in his/her possession as to the exact mode of working, producing and using the Works or any of them and give all such explanations, demonstrations and instructions to the Company to enable the full and effectual working, production or use of the same.

A staff member will do nothing (whether by omission or commission) during the term of employment or at any times thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Company or its nominee. In particular without limitation a staff member shall not disclose the subject matter of any Works which may be patentable or registerable as a design before the Company has had the opportunity to apply for any patent, patents, design or designs.

Nothing in this paragraph 43 shall be construed as restricting the rights of a staff member or the Company under sections 39 to 43 Patents Act 1977.

Each staff member hereby irrevocably and unconditionally waives all rights under Chapter IV Copyright, Designs and Patents Act 1988 in connection with his/her authorship of any existing or future copyright work in the course of his employment, in whatever part of the world such rights may be enforceable, including, without limitation:-

- the right conferred by section 77 of that Act to be identified as the author of any such work; and
- the right conferred by section 80 of that Act not to have any such work subjected to derogatory treatment.

Each staff member with full title guarantee hereby assigns (in so far as title to them does not automatically vest in the Company as a consequence of his/her employment) to the Company by way of future assignment all Intellectual Property Rights in the Works together with all and/or any similar rights in countries where such rights exist for the whole term of such rights including any extensions or renewals thereof.

Each staff member hereby irrevocably appoints the Company to be his Attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this clause. A certificate in writing in favour of any third party signed by any Director or by the Secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

44. LEGAL ACTION ARISING FROM WORK PRODUCED FOR THE COMPANY

All staff members shall ensure that all work produced by them for publication by the Company (whether in written, broadcast, recorded or other form) is not defamatory and does not infringe the rights of any third party.

Upon receipt by a staff member of any claim in respect of work produced by him/her for the Company the staff member concerned shall immediately give written notice of the same to the Company and shall not make any admission of liability or take any step in connection with any such claim without prior written consent of the Company. The Company shall have the absolute conduct and control of all negotiations and proceedings and of the settlement of any such claim. The staff member shall give assistance as the Company may require in the conduct of all negotiations and proceedings. The staff member shall tender such apologies and other such amends as the Company shall require and in so far as he/she is able he/she shall agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure the withdrawal the claim or objection.