

AN AGREEMENT made this                      day of                      1993 BETWEEN  
The Macfarlane Trust of Alliance House, 12 Caxton Street, London SW1H 0SQ  
of the one part and the Eileen Trust of.....  
of the other part

WHEREAS

- A) The Eileen Trust was established by Trust Deed dated.....  
for the purpose of.....  
and a copy of the said Trust Deed has been lodged with the  
Macfarlane Trust
- B) The Macfarlane Trust was established by a Trust Deed dated.....  
with objects and a method of operation similar to and compatible  
with those of the Eileen Trust
- C) The Eileen Trust has no administrative facilities of its own and has  
asked the Macfarlane Trust to provide such services as are  
reasonably required to enable the Eileen Trust to fulfil the  
purposes for which it was established, and the Macfarlane Trust has  
agreed so to do upon the conditions hereinafter mentioned

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. PERIOD

This Agreement shall be deemed to have commenced on.....  
and shall continue until either party gives to the other not less  
than 3 months' prior written notice of termination.

2. SERVICES

- A. The services to be provided by the Macfarlane Trust to the Eileen  
Trust shall be those prescribed in the First Schedule, which  
services are to enable the Eileen Trust to fulfil its obligations  
in accordance with the provisions of the Trust Deed aforementioned.
- B. The Eileen Trust may at any time request a reasonable variation in  
the services prescribed, and the Macfarlane Trust shall use its  
best endeavours to comply therewith, subject to an adjustment in  
the charge for such services as agreed between the parties.
- C. The Macfarlane Trust shall not be obliged to provide any service  
which, in the opinion of its Trustees, could prejudice or  
compromise the existing and future operations of the Macfarlane  
Trust, and the Macfarlane Trust shall use its best endeavours to  
ensure that the services to be provided shall be capable of  
identification and separation thereby enabling the Eileen Trust to  
assume control directly and function independently within a  
reasonable period following termination of this Agreement.

- D. The services to be provided, when measured in terms of time and effort, shall not exceed 10% of the corresponding time and effort used by the Macfarlane Trust in the administration of its own affairs (save and except the first year of the Eileen Trust to 31st March 1994 when the said percentage shall be 20%).

3. PERSONNEL

Insofar as the Eileen Trust, being a registered charity, requires persons as duly appointed officers to undertake duties for and on behalf of the Eileen Trust and, in particular, to undertake the day-to-day management of the fund of the Eileen Trust and its disbursement and investment, the Macfarlane Trust hereby acknowledges that it consents to such appointments provided that for the purposes of control and discipline the said persons shall at all times remain employees of the Macfarlane Trust. In the event of conflict the duties and demands of the Macfarlane Trust shall have priority.

4. CONFIDENTIALITY

The Macfarlane Trust shall use its best endeavours to procure that all information, written and oral, and all records arising therefrom, other than information which is in the public domain, relating to the affairs of the Eileen Trust and its beneficiaires, shall be treated in the strictest confidence and shall not be disclosed other than to persons authorised to receive the same and, likewise, any information concerning the affairs of the Macfarlane Trust that may come into the possession of the Eileen Trust as the result of the provision of the services shall also be treated in the strictest confidence and not conveyed to anyone other than to persons authorised to receive the same.

5. MANAGEMENT

It shall be the duty of the Administrator of the Macfarlane Trust to take all reasonable steps to ensure that the services are provided in the most efficient and cost effective manner, and that they are responsive to the reasonable needs of the Eileen Trust. In the event of conflict or dispute, or the receipt of instructions that the Administrator considers at variance with the terms of this Agreement, he shall first discuss the matter with the Chairman of the Eileen Trust for the purpose of resolving the matter, failing which duly appointed representatives from each Trust shall meet to reach a solution, failing which this agreement shall be terminated by the service of notice in accordance with the provisions of Clause 1.

6. TERMINATION

Upon termination of this Ageement

- a) the Macfarlane Trust shall surrender to the Eileen Trust all data, programmes, and documentation relating exclusively to the affairs of the Eileen Trust,
- b) any person employed by the Macfarlane Trust and holding office as an officer of the Eileen Trust shall resign from such office
- c) the Eileen Trust shall pay to the Macfarlane Trust any outstanding charges for services rendered up to the date of termination

and thereafter the Eileen Trust shall be solely responsible for the conduct of its own affairs with no claim whatsoever upon the Macfarlane Trust.

AS WITNESS the hands of the parties hereto the day and year first above written.

Duly authorised by and  
signed for and on behalf of  
The Macfarlane Trust

.....  
Trustee

.....  
Administrator

Duly authorised by and  
signed for and on behalf of  
The Eileen Trust

.....  
Trustee

.....  
Trustee