**CONTRACT OF EMPLOYMENT**

**FOR EMPLOYEES REGISTERED WITH THE GENERAL OPTICAL COUNCIL**

1. Parties to Contract

This contract of employment is made between:

[YOUR ORGANISATION'S NAME] of [YOUR ADDRESS] (referred to in this contract as “We or the Employer”)

and

[EMPLOYEE NAME] of [EMPLOYEE ADDRESS] (referred to in this contract as “You”).

1. Definitions

“The Employment”: your Employment with the Employer on the terms of this Contract.

“Group Company”: Subsidiaries or Holding Companies of the Employer from time to time and any Subsidiary of any Holding Company from time to time.

“Incapacity”: any sickness, injury or other medical disorder or condition which prevents you from carrying out your duties.

“Subsidiary” and “Holding Company”: "subsidiary" and "holding Company" are as defined in section 1159 of the Companies Act 2006 and a Company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another Company even if its shares in that other Company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

1. Employment Dates
   1. Your employment under this contract begins on [DATE]
   2. Your period of continuous employment for statutory purposes began on [DATE].
2. ProbationaryPeriod
   1. The first 6 months of the Employment will be a probationary period. The Employer may bring the Employment to an end during the probationary period at any time by giving one week's written notice or by making a Payment in Lieu of one week’s notice. The Employer may, in its absolute discretion, extend the probationary period. During this probationary period the Employer shall monitor your performance and suitability for the role.
3. Warranties
   1. You warrant that you are:

* free to take up the Employment and that in doing so they will not be in breach of any agreement, undertaking or court order
* entitled to work in the United Kingdom and will notify the Employer immediately if they cease to be so entitled, and
* have not misrepresented to the Employer your experience or qualifications for your position.
  1. The Employer reserves the right to terminate the Employment immediately without notice should you have entered into this Contract in breach of the above warranties.

1. Job title and duties
   1. You shall serve the Employer as [JOB TITLE] or in such other role as the Employer considers appropriate.
   2. During the Employment you shall:

* unless prevented by Incapacity, devote your whole time, attention and abilities to the business of the Employer and any Group Company of which you are an officer or consultant
* diligently exercise such powers and perform such duties as may from time to time be assigned to you by the Employer
* comply with all reasonable and lawful directions given to you by the Employer
* report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Employer or any Group Company to a member of senior management, immediately on becoming aware of it
* use your best endeavours to promote, protect, develop and extend the business/interests of the Employer and any Group Company, and
* consent to the Employer monitoring and recording any use that he makes of the Employer's electronic communications systems for the purpose of ensuring that the Employer's rules are being complied with and for legitimate business purposes
* adhere at all times in the performance of your duties to the requirements of the Opticians Act 1989 and the General Optical Council's Professional Standards

6.3 You shall at all times in the performance of your duties comply with the Employer’s Standard Operating Procedures. The Standard Operating Procedures do not form part of this Contract and the Employer may amend them at any time in particular to ensure compliance with the Standards laid down by the General Optical Council, NHS or other body.

* 1. You shall comply with the Employer's anti-bribery policy and related procedures at all times.
  2. You shall comply with any rules, policies and procedures set out in the Employee Handbook. The Employee Handbook does not form part of this Contract and the Employer may amend it at any time. To the extent that there is any conflict between the terms of this Contract and the Employee Handbook, this Contract shall prevail.

1. Remuneration
   1. The Employer shall pay you £      per annum and paid in monthly instalments directly into your bank account.
   2. The Employer reserves the right to alter the time, method and frequency of payment on giving reasonable notice to you.
2. Normal Place of work
   1. Your normal place of work shall be [ADDRESS].
   2. The Employer may require you to work at any of its branches in the United Kingdom either on a temporary or a permanent basis. The Employer shall give you reasonable notice of any requirement to change your place of work.
   3. The Employee may be required to travel in the performance of your duties throughout the United Kingdom.
   4. The Employer will not require you to work outside the United Kingdom for a period of more than one month.
3. Hours of Work

* [Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]

OR

* [Your normal contractual hours of work are [NUMBER] hours a week. These hours will be organised according to a rota system covering [e.g. Monday to Sunday 6.00am – 10.00pm] which will be published one week in advance. Due to the nature of your duties unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]

OR

* [You are required to work [NUMBER] hours per week, at time to suit the needs of the business between the hours of [e.g. Monday to Saturday 8.00am to 6.00pm].
* [You are required to work flexibly and will at times be required to work unsociable hours including [evenings, nights, weekends, bank holidays]
* You also acknowledge that due to the seniority of your position you may be required to work additional hours as are necessary for the proper performance of your duties. You will not be entitled to receive further remuneration in respect of such additional hours as this is taken into account in your annual salary.
* The Employer reserves the right to vary your normal hours of work on reasonable notice to you.

1. Holiday Entitlement
   1. Your holiday entitlement will be [NUMBER] days which are inclusive of the 9 normal bank holidays. [You may be required to work on a bank holiday in which case you will be given a day off in lieu.]
   2. Holiday entitlement is pro-rata for part-time employees.
   3. Your holiday year runs from [DATE] to [DATE]. You shall be permitted to take holiday only where you have sought and received prior authorisation according to the Employer’s rules as specified in the Employee handbook. The Employer may require you to take holiday on specific days which the Employer shall notify to you in advance.
   4. The Employer shall pay you normal salary for holidays. You shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Employment.
   5. If the Employment ends during the holiday year, holiday entitlement up to the termination date shall be calculated on the basis of 1/12th of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.
   6. If either party has served notice to terminate the Employment, the Employer may require you to take or not to take any accrued but unused holiday entitlement during your notice period.
   7. If the Employer has terminated or would be entitled to terminate the Employment on grounds of gross misconduct or if you have terminated the Employment in breach of this Contract, any payment due with regards to holiday entitlement shall be limited to your statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
2. Incapacity and Sick Pay
   1. If you are unable to attend work because of Incapacity, the Employer will pay you Statutory Sick pay only, in accordance with rules of the legislative scheme.
   2. You shall comply with the rules for notifying the Employer that you will be absent because of Incapacity, which are in the Employee Handbook. You agree to consent to a medical examination (at the Employer’s expense) by a doctor nominated by the Employer.
   3. If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify the Employer and provide such further information and cooperation in relation to any legal proceedings as the Employer may reasonably require. Any sick pay the Employer pays to you in respect of that period (other than Statutory Sick pay) shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.
3. Pension
   1. If you are eligible, the Employer will automatically enrol you into the Employer’s Pension Scheme. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.
4. Maternity/Paternity/Adoption/Shared Parental Leave and Pay
   1. You may be entitled to maternity/paternity/adoption/shared parental leave and pay in accordance with the current statutory provisions.
5. [Other Benefits] – delete if not appropriate
   1. [Include details of any other benefits that your employees are entitled to such as private medical insurance or life insurance.]
6. [Training] – delete if not appropriate
   1. [We will provide the following training which the Company will pay for:

[DETAILS OF TRAINING]

OR

[It is a specific contractual requirement that you attend [DETAILS OF MANDATORY TRAINING] training which the Company will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.]

1. Termination of Employment/ Contractual Notice
   1. Subject to the contents of the probationary period clause, you and the Employer may bring the Employment to an end by giving at least three months’ written notice to the other party.
   2. The Employer may, in its sole and absolute discretion, end the Employment at any time and with immediate effect by notifying you that it is exercising its right under this clause and that it will make within 28 days a payment in lieu of notice (Payment in Lieu), or the first instalment of any Payment in Lieu, to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) which you would have been entitled to receive under this Contract during the notice period (or, if notice has already been given, during the remainder of the notice period), save for the below exceptions, less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
   * any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made
   * any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made, and
   * any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
   1. The Employer may pay any sums due in equal monthly instalments until the date on which the notice period would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify the Employer of any income so received. The instalment payments shall then be reduced by the amount of such income.
   2. You shall have no right to receive a Payment in Lieu unless the Employer has exercised its discretion to do so. Nothing in this clause shall prevent the Employer from terminating the Employment in breach.
   3. You shall not be entitled to any Payment in Lieu if the Employer would otherwise have been entitled to terminate the Employment without notice. In that case the Employer shall also be entitled to recover from you, any Payment in Lieu (or instalments thereof) already made.
   4. The Employer may also terminate the Employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:

* are guilty of any gross misconduct affecting the business of the Employer or any Group Company
* commit any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the Employer
* are negligent and incompetent in the performance of your duties
* are removed from the Register maintained by the General Optical Council
* are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing
* cease to be eligible to work in the United Kingdom
* are guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Employer brings or is likely to bring you or the Employer or any Group Company into disrepute or is materially adverse to the interests of the Employer or any Group Company
* act in breach of the Employer’s anti-corruption and bribery policy and related procedures, and
* are guilty of a serious breach of any rules issued by the Employer from time to time regarding its electronic communications systems.
  1. The rights of the Employer under this are without prejudice to any other rights that it might have at law to terminate the Employment or to accept any breach of this Contract by you as having brought the Contract to an end. Any delay by the Employer in exercising its rights to terminate shall not constitute a waiver thereof.

1. Obligations on termination
   1. On termination of the Employment (howsoever arising) you shall:

* immediately deliver to the Employer all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Employer or any Group Company or its business contacts, any keys, credit card if applicable and any other property of the Employer or any Group Company including any car provided to the Employee, which is in your possession or under your control;
* irretrievably delete any information relating to the business/affairs of the Employer or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the Employer's premises; and
* provide a signed statement that you have complied fully with your obligations under this clause together with such reasonable evidence of compliance as the Employer may request.
  1. On termination of the Employment howsoever arising, you shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Employer or any Group Company in which you may participate.

1. Garden Leave
   1. Where notice to terminate the Employment has been given by the Employer or by you, or if you purport to resign without giving notice, or by giving shorter notice than required under this Contract, then provided that the Employer continues to pay the basic salary until the ending of the Employment the Employer shall be entitled in its absolute discretion to require you:

* not to carry out your duties or to exercise your responsibilities under this Contract during the remaining notice period (or any part of such period); and/or
* not to attend your normal place of work or any other premises of the Employer during the remaining period of the Employment (or any part of such period); and/or
* not to make contact with any employees, suppliers, agents or customers or clients of the Employer except as directed by the Employer during the remaining notice period (or any part of such period); and/or
* to work from home and/or carry out exceptional duties or special projects outside the normal scope of your duties and responsibilities; and/or
* to abide by your obligation of good faith and fidelity.
  1. For the avoidance of doubt you agree that you shall not provide services to any third party or prepare to provide such services during any Garden Leave.

1. Disciplinary and Grievance Procedures
   1. You are subject to the Company's disciplinary and grievance procedures, which are included in the Employee Handbook. These procedures do not form part of this Contract. If you wish to raise a grievance, they you may apply in writing to a Director in accordance with the Employer's grievance procedure.
   2. If you wish to appeal against a disciplinary decision then you may apply in writing to a Director in accordance with the Employer's disciplinary procedure.
   3. The Employer may suspend you from any or all of your associated duties during any period in which the Employer is investigating any disciplinary matter involving you or while any disciplinary procedure against you is outstanding.
   4. During any period of suspension:

* you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
* you shall remain an employee of the Employer and bound by the terms of this Contract;
* you shall ensure that [NAME] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
* the Employer may exclude you from their place of work or any other premises of the Employer or any Group Company; and
* the Employer may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer or employee of the Employer (save in accordance with arrangements made by the Employer) or any consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Employer or any Group Company.

1. Outside Interests
   1. Save with the prior written permission of the Employer, you shall not during your employment, be involved in any business or activity which in the view of the Employer affects your ability to devote your whole time and attention during working hours to the Employer’s business, or conflicts with the interests of, or causes damage to the goodwill of the Employer. You shall give the Employer full details of such involvement. Failure to do so shall be regarded as a disciplinary matter by the Employer and dealt with accordingly.
2. Criminal Convictions

21.1 Due to the nature of your role, you will be required to submit to a criminal records check (and, if applicable, barred lists check) at such level as deemed appropriate by the Employer. If the check raises any concerns, these will be discussed directly with you before any subsequent decisions are reached in respect of your employment. Having a criminal conviction will not necessarily preclude you from working for the Employer, as the nature of the conviction(s) will be considered in the context of your position. Criminal records checks may be repeated periodically throughout your employment, but you must declare any convictions, cautions or reprimands that arise during your employment, which may be relevant to your position, with your line manager immediately. Failure to disclose such information may result in disciplinary proceedings up to and including dismissal.

1. Continuing Education and Training (CET)

22.1 The Employer supports CET as required by the General Optical Council. Course details and fees are subject to the prior approval of the Employer. However the course needs to be relevant and add value to the Employer. You may be required to sign a training fee agreement prior to attending any course. Should your employment be terminated by either party, then any current or future appointments to the CET will cease with immediate effect. For courses that have been paid for prior to notice being given by either party, the Employer reserves the right to seek reimbursement from your final salary.

1. Confidentiality
   1. You acknowledge that in the course of the Employment you will have access to and be entrusted with information related to the business, finance, processes, plans, clients, customers or affairs of the Employer and that such information may be confidential and important to the Employer. In this Contract such information is referred to as “Confidential Information” and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the Employer; information relating to the Employer which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the Employer in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.
   2. You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the Employer or to the press or other media or to the public or any part of it would place the Employer at a disadvantage and would damage its business.
   3. You will not without the prior written consent of the Employer other than in the proper performance of their duties under this Contract, either during the Employment or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to information which (otherwise than through the act or default of you) becomes available to the public generally.
   4. You will also have access to and be entrusted with information related to patients, their medical condition and treatment which is confidential to the patient.
2. [Post-Termination Restrictions] – delete if not appropriate for employee
   1. [In this clause, the following words and phrases shall have the following meanings:

* “Restricted Customer” means any person, firm or Company who at any time during the six months immediately preceding the ending of the Employment is or was a client or customer of the Employer for the sale or supply of Restricted Services or Restricted Products or in the habit of dealing with the Employer for the sale or supply of Restricted Services or Restricted Products and with whom you had personal dealing during the course of the Employment.
* “Restricted Employee” means any person employed by the Employer at the date on which the Employment ended or in the 12 months prior to that date with whom you had some material dealing and who is or was employed in a management, sales, telesales, accounts, research, engineering, technical, fee earning or other senior capacity.
* “Restricted Products” means products of the same kind or of a materially similar kind as those provided by the Employer during the 12 months immediately prior to the ending of the Employment and about which you had some knowledge.
* “Restricted Services” means services of the same kind or of a materially similar kind as those provided by the Employer during the 12 months immediately prior to the ending of the Employment and about which you had some knowledge.
* “Prospective Customer” means a person who is not a customer or client of the Employer but has been approached on behalf of, or has approached the Employer within the four months prior to termination of the Employment, with a view to buying any Restricted Products or Restricted Services from the Employer and who is not already a customer or client of the employer of the Employee at the relevant time for Restricted Products or Restricted Services.
  1. You will not without the Employer’s prior written consent whether independently or on behalf of any other person, firm, Company or organisation, whether directly or indirectly during the Employment and the period of six months following the ending of the Employment:
* in competition with the Employer solicit or seek to obtain orders for Restricted Services or Restricted Products from any Restricted Customer or Prospective Customer;
* in competition with the Employer work for or deal with or provide or seek to provide or seek to reach agreement for the provision of any Restricted Services or Restricted Products to any Restricted Customer or Prospective Customer;
* persuade or attempt to persuade any Restricted Employee to terminate his or her employment with the Employer or to do anything which if done by you would be a breach of this Contract;
* cause or encourage any of the Employer’s suppliers, agents or advisers to cease delay restrict or reduce its or their supplies services or advice to the Employer;
* cause or encourage any of the Employer’s Restricted Customers or Prospective Customers to reduce or not do business with the Employer;
* in competition with the Employer employ or be employed by or enter into any business relationship with a Restricted Employee.
  1. Each of the restrictions set out in this clause are separate and severable and enforceable accordingly.]

1. Intellectual Property Rights
   1. All Intellectual Property rights resulting from and connected with work done by you in the course of the Employment shall belong to the Employer. You warrant you shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Employer. In this Contract, the expression ‘Intellectual Property’ includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist, and moral rights made originated or developed in whole or in part in the course of or in connection with the Employment.
2. Deductions from Remuneration
   1. In the event you are indebted to the Employer for any amount, the Employer reserves the right at any time during or in any event on termination of the Employment to deduct from your remuneration any monies owed to the Employer including but not limited to the following:

* the amount of any overpayment of salary, bonus or other benefits;
* the amount of any overpayment of sick pay;
* the amount of any overpayment of holiday pay;
* outstanding loans and advances;
* any loss or damage to the Employer’s property caused by your wilful act, carelessness or negligence;
* any loss or damage suffered by the Employer as a result of you ending the Employment without giving or working the required period of notice;
* any shortage or deficiency of stock or cash for which you were responsible.
  1. In respect of any loss or damage to the Employer’s property, the Employer shall be entitled to deduct the reasonable cost of repair or replacement of such property.
  2. In respect of any shortage or deficiency of stock or cash, the Employer shall be entitled to deduct an amount equal to the full amount or value of the shortage or stock deficiency.

1. Search
   1. The Employer reserves the right to search you, and your work area and any of your property held on the Employer’s premises, including any vehicle parked on the Employer’s property, at any time if there are reasonable grounds to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in serious breach of the Employer’s rules or this Contract.
   2. Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.
2. Collective Agreement
   1. There is no collective agreement which directly affects your employment.
3. Reconstruction and amalgamation
   1. If the Employment is terminated at any time by reason of any reconstruction or amalgamation of the Employer, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Contract, you shall have no claim against the Employer or any such undertaking arising out of or connected with the termination.
4. Entire agreement
   1. This Contract and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
5. Variation
   1. No variation or agreed termination of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
6. Counterparts
   1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
   2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
7. Third party rights
   1. No one other than a party to this Contract shall have any right to enforce any of its terms.
8. Governing law and jurisdiction
   1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
   2. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of. [COMPANY NAME]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME]

[JOB TITLE]

**Delete if not appropriate for employee**

Working Time Opt-Out Agreement

I agree with my Employer [COMPANY NAME] that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my Employer not less than three months' written notice.

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_