

While this Agreement is in force, and for a period of twelve (12) months from its termination for any 12.1 reason, neither party will (and the Supplier will ensure no Supplier Affiliate will) whether alone or jointly, directly or indirectly employ or offer employment to any employee of the other if that employee was directly and actively involved with the performance of this Agreement and the employment in question will involve the employee in providing services which are the same as or substantially similar to the Services, or the production of deliverables which are the same as or substantially similar to the Deliverables. 12.2 This clause 12 (Non Solicitation) shall not prevent either party soliciting or offering employment to any employee of the other if this Agreement (or part of it) has terminated (or notice to terminate is served) by reason of that other party's insolvency nor shall it prevent either party from considering or employing the other's personnel pursuant to a response to a publicly advertised vacancy.