# **Secondment Agreement: business to business**

**Original Employer:** [Name]

and

The Host: [Name]

This contract is dated: [date]

The Original Employer is: [employer name]

Of: [employer address] (the "  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$  ")

The Host Employer is: [Host employer name]

The contract terms are:

#### 1. Definitions

"Contract of Employment" means the contract between Original Employer

and the  $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ .

"Intellectual Property" means intellectual property of every sort, whether

or not registered or registerable in any country, including intellectual property of kinds coming into

existence after today; and including, among

others, patents, ••••, ••••, ••••, ••••

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"Secondment" means the arrangement whereby the **EXECUTE** 

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### 2. Basic agreement

2.1. This agreement contains the entire agreement between the  $\blacksquare$   $\blacksquare$   $\blacksquare$ 

-----(-----)-------.

	2.3.	The Original Employer shall remain the legal employer of the Secondee and shall deal
	2.4.	The Host acknowledges that it has ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		:
		2.4.1 Contract of ••••, •••••••••;
		2.4.2 employment policies;
		2.4.3 [other].
	2.5.	The Host agrees to stand in the shoes of the Original
	2.6.	The Original Employer and the Host agree the
	2.7.	The payment by the Host for the work
	2.8.	
3.		ntinuing obligations of the Original Employer and Host
	3.1.	The Host shall obtain the consent of the Secondee ■ ■ ■ ■ ■ ■ ■ ■

2.2.

3.2.		lost shall maintain policies of employment which,
3.3.	The ⊢	lost confirms that the
	3.3.1	working hours, namely [hours];
	3.3.2	working days, namely [days];
	3.3.3	style of workplace, namely [describe difference];
	3.3.4	extent of physical activity;
	3.3.5	access to medical care;
	3.3.6	access to banks, shops and other facilities.
3.4.	The C	Original Employer will continue to be responsible and
		] ,
3.5.	The C	Original Employer confirms that
3.6.	In the Host I	event of a dispute between the Secondee and the Host, the
3.7.	the ■	lost undertakes to make its own contractual arrangements with
3.8.	The H	lost will pay for any professional
3.9.	•••	secondee is a member of [name of = = = ] = = = = = = = = = = = = = = =

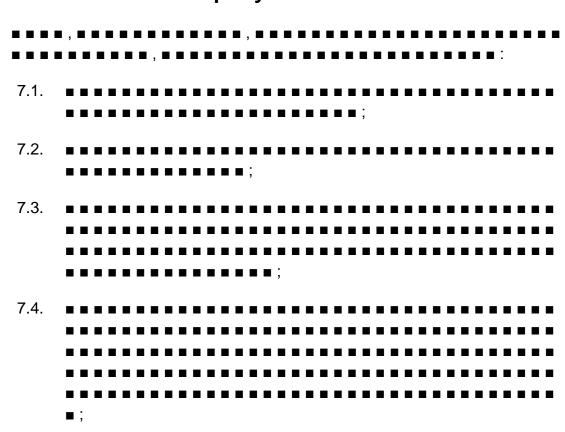
	5.1.	
5.	<b>No c</b> 5.1.	ompetition
	••••	
	4.4.	
	4.3.	
	4.2.	
	■ : 4.1.	the expiry of [twenty weeks];
4.	Term	n of Secondment
	OR 3.11.	The Host will make its own arrangements
		The Host will permit the Secondee

			■ ■ [ ■ •								<b>.</b> ]	
		•••										
	5.3.					•••	[ • • •	••••	]  . ,	• • • •	••••	•••
				•••	•••	•••	• • •	•••				
	5.4.								]  			•••
	5.5.				•••				• • • •			
	5.6.								•••		•	•••
6.	Inde	mnity										
												•••
	6.1.		■ ■ ■ ■ ■ ;	•••	•••	•••	•••	•••	•••	• • • •	•••	••

5.2.

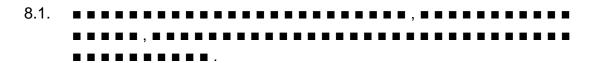
6.2.														
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6.3.	 													
	 		-	••	••	 -	I <b>=</b>		• •	 		<b>=</b> ;		
6.4.	 					 -								
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6.5.	 					 	ı <b>=</b>							
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6.6.	 					 								
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## 7. New Intellectual Property



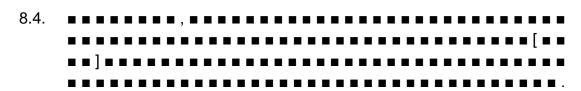
7.5.

### 8. Miscellaneous matters









Signed by [name] for the Original Employer

Signed by [name] for the Host

## **Schedule 1: Job title and description of work**

## **Explanatory notes:**

**Secondment Agreement: business to business** 

## **General notes**

1.	Secondment is an area where there is little statute or regulatory law. You may therefore make what agreement you wish. There are no rules. What is more, in many secondments there are areas where neither side really knows what will unfold as time passes. However, employment rights are unchanged by a secondment. Your employee can bring a claim against you
2.	This agreement has been drawn as a suggestive version. It includes provisions which you may not need. It is unlikely to include all the detail you might wish to include. When adding material, bear in mind that a legal agreement is intended to set out the rights of the parties against each other. It is not a procedure
	••.
3.	Remember to give the full legal names of the parties. Secondment is used by many types of organisation, so we have not used the default of "pty ltd or "Ltd". But you should make sure legal names are used, that
4.	Finally, remember that you also need a contract to add to the secondee's contract of employment. You should have received one with this contract. If you do not put one in place, the secondee may decide ••••••••••••••••••••••••••••••••••••
	•.

# Paragraph specific notes

Notes following the numbered paragraphs

#### 1. Definitions

We suggest you leave this as it is.

2.4	It is important that the host has copies of all the relevant documents related to the secondee's employment with   , , , , , , , , , , , , , , , , , ,
2.7	A secondment may be for a price or free of charge. If it is for a charge, it is all
3.	Continuing obligations of the Original Employer and the Host
3.1	If terms of employment are changed without the consent
3.3	It is a good idea to list these •••••, •••••••••••••••••••••••••••••
3.4	If there is a dispute you will not get this provision perfect, but here we have suggested that the original employer is
3.8	Professional qualifications are a minefield if the
3.9	This is really •••••••••••••••••••••••••••••••••••
4.	Term of Secondment
	You may need to change it to comply • • • • • • • • • • • • • • • • • • •
5.	No competition
	Judges dislike non-compete paragraphs because they are said to restrict the freedom • • • • • • • • • • • • • • • • • • •

2.

Basic agreement

6.	Indemnity
	The indemnity is all one way.
7.	New Intellectual Property
	New IP could be created, depending on the skills
8.	Miscellaneous matters
	Leave these items in place unless there is a good reason
Sched	dule 1
	This is part of the agreement and should be attached to it. The extent and

**End of notes**