

## **Secondment Agreement: business to business**

**Original Employer:** [Name]

**and**

**The Host:** [Name]

**Re:** [REDACTED]

**This contract is dated:** [date]

**The Original Employer is:** [employer name]

**Of:** [employer address] (the “**■ ■ ■ ■ ■ ■ ■ ■ ■**”)

**The Host Employer is:** [Host employer name]

**Of:** [Host employer address] (██████████ “████████”)

## **The contract terms are:**

## 1. Definitions

“Contract of Employment” means the contract between Original Employer and the ■ ■ ■ ■ ■ [ ■ ■ ■ ].

## **2. Basic agreement**

- 2.2. The Secondee shall work under the [REDACTED]  
[REDACTED] [REDACTED].
  - 2.3. The Original Employer shall remain the legal employer of the Secondee and shall deal [REDACTED]  
[REDACTED] [REDACTED] [REDACTED].  
[REDACTED] .
  - 2.4. The Host acknowledges that it has [REDACTED]  
[REDACTED]  
[REDACTED]:
    - 2.4.1 Contract of [REDACTED], [REDACTED];
    - 2.4.2 employment policies;
    - 2.4.3 [other].
  - 2.5. The Host agrees to stand in the shoes of the Original [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED].
  - 2.6. The Original Employer and the Host agree the [REDACTED]  
[REDACTED] 1.
  - 2.7. The payment by the Host for the work [REDACTED]  
[REDACTED] 1.
  - 2.8. The Original Employer confirms that it [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED].

### **3. Continuing obligations of the Original Employer and the Host**



- 3.10. The Host will permit the Secondee [REDACTED].

*OR*

- 3.11. The Host will make its own arrangements [REDACTED].

## 4. Term of Secondment

The Secondment [REDACTED]  
[REDACTED] :

- 4.1. the expiry of [twenty weeks];

- 4.2. [REDACTED]  
[REDACTED]  
[REDACTED];

- 4.3. [REDACTED]  
[REDACTED]  
[REDACTED];

- 4.4. [REDACTED]  
[REDACTED].

[REDACTED]  
[REDACTED]  
[REDACTED].

## 5. No competition

- 5.1. [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED], [REDACTED],  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].

- 5.2. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 5.3. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 5.4. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED].
- 5.5. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 5.6. [REDACTED]  
[REDACTED]  
[REDACTED].

## 6. Personal Information Protection and Electronic Documents Act 2000 Compliance

[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] 2000.  
[REDACTED]  
[REDACTED].

## **7. Indemnity**



## **8. New Intellectual Property**

- 8.4. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED];  
  
8.5. [REDACTED]  
[REDACTED]  
[REDACTED].

## 9. Miscellaneous matters

- 9.1. [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 9.2. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] 72 [REDACTED]  
[REDACTED] 24 [REDACTED]  
[REDACTED].
- 9.3. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]-[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 9.4. [REDACTED], [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

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



# Paragraph specific notes

#### Notes following the numbered paragraphs

## 1. Definitions

We suggest you leave this as it is.

## **2. Basic agreement**

- 2.4 It is important that the host has copies of all the relevant documents related to the secondee's employment with [REDACTED].  
[REDACTED], [REDACTED]  
[REDACTED].
  - 2.6 It is important that the secondee has opted out, [REDACTED]  
[REDACTED]  
[REDACTED].
  - 2.8 A secondment may be for a price or free of charge. If it is for a charge, it is all  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

### **3. Continuing obligations of the Original Employer and the Host**



#### **4. Term of Secondment**

## **5. No competition**

Judges dislike non-compete paragraphs because they are said to restrict the freedom ( !). ,

## **6. Personal Information Protection and Electronic Documents Act 2000 Compliance**

Self explanatory provision. We have no comment.

## **7. Indemnity**

## **8. New Intellectual Property**

## **9. Miscellaneous matters**

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

## End of notes