

NZ-EMPcon23

Secondment Agreement: business to business

Original Employer: [Name]

and

The Host: [Name]

Re: [Secondee's first and last name]

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 [].

“Intellectual Property” means intellectual property of every sort, whether or not registered or registerable in any country,

“Seconded” means [Seconded’s first and last] [].

“Secondment” means the arrangement whereby the

2. Basic agreement

2.1. This agreement contains the entire agreement between the

() .

2.2. The Seconded shall work under the

[].

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

1 .

2.7. The payment by the Host for the work

1 .

2.8. The Original Employer confirms that it

[]

3. Continuing obligations of the Original Employer and the Host

3.1. The Host shall obtain the consent of the Secondee

3.2. The Host shall maintain policies of employment which,

- 3.3. The Host 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 Original Employer will continue to be responsible and _____ [_____] , _____ .
- 3.5. The Original Employer confirms that _____ .
- 3.6. In the event of a dispute between the Seconded and the Host, the Host _____ .
- 3.7. The Host undertakes to make its own contractual arrangements with the _____ - _____ [_____] _____ [_____] _____ .
- 3.8. _____ .
- 3.9. _____ [_____] _____ .
- 3.10. _____ [_____] _____ .

OR

3.11.

4. Term of Secondment

:

4.1. the expiry of [twenty weeks];

4.2.

;

4.3.

;

4.4. []

5. No competition

5.1.

[]

,

,

[]

5.2.

[]

,

,

5.3.

[]

,

]

[

5.4.

5.5.

6. Indemnity

,

6.1.

;

6.2.

(

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,

;

;

;

,

6.3.

;

6.4.

;

6.5.

;

6.6.

7. New intellectual property

7.1.

7.2.

7.3.

7.4.

7.5.

8. Miscellaneous matters

8.1.

8.2.

8.3.

-

,

-

.

8.4.

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Signed by [name] for the Original Employer

Signed by [name] for the HostSchedule 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 “plc”. But you should make sure legal names are used, that the
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

- 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

3.1 If terms of employment are changed without the

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

5 Judges dislike non-compete paragraphs because they are said to restrict the
(

6 The indemnity is all one

7 New IP could be created, depending on the

8 Some people are not
/

Schedule 1

This is part of the agreement and should be attached to it. The extent and

End of notes