

SECONDMENT AGREEMENT

Location: _____ Parties: _____

Background:

This Agreement sets out the terms under which the Employer agrees to second the Employee to the Host Organisation, and the Host Organisation agrees to accept the Employee on secondment, subject to the terms and conditions contained herein.

1. Definitions:

In this Agreement, unless the context requires otherwise, the following definitions apply: “Agreement” means this Secondment Agreement; “Employee” means the person being seconded; “Employer” means the organisation that employs the Employee; “Host Organisation” means the organisation to which the Employee is seconded; “Term” means the period of secondment as agreed between the parties.

2. Secondment:

The Employer agrees to second the Employee to the Host Organisation, and the Host Organisation accepts the Employee on secondment, for the Term and on the terms set out in this Agreement.

3. Term:

The secondment shall commence on the agreed start date and continue for the agreed Term, unless terminated earlier in accordance with this Agreement.

4. Duties and Reporting:

During the secondment, the Employee shall perform duties as directed by the Host Organisation and comply with its reasonable directions, policies, and procedures. The Employee shall report to the designated supervisor at the Host Organisation.

5. Employment Status and Remuneration:

The Employee remains employed by the Employer and shall continue to receive remuneration and benefits from the Employer. The Host Organisation shall not be liable for any employment-related payments unless otherwise agreed in writing.

6. Leave and Absences:

The Employee's leave entitlements and other absences shall remain governed by the Employer's policies unless otherwise agreed.

7. Confidentiality:

The Employee shall maintain confidentiality of all confidential information of the Host Organisation and the Employer during and after the Term, except as required by law.

8. Intellectual Property:

All intellectual property created by the Employee during the secondment in the course of performing duties for the Host Organisation shall vest in the Host Organisation.

9. Health and Safety:

The Host Organisation shall ensure a safe working environment for the Employee and comply with applicable health and safety laws.

10. Liability and Insurance:

Each party shall be responsible for its own liabilities arising from this Agreement. The Employer shall maintain workers' compensation insurance covering the Employee during the secondment. The Host Organisation shall maintain appropriate liability insurance.

11. Termination:

This Agreement may be terminated by either party giving written notice to the other. Upon termination, the Employee shall return to the Employer and comply with the Host Organisation's exit procedures.

12. Return of Employee:

At the end of the Term or upon termination, the Employee shall return to the Employer and resume duties as directed by the Employer.

13. Governing Law and Jurisdiction:

This Agreement is governed by and must be construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of Australia.

14. Entire Agreement:

This Agreement constitutes the entire agreement between the parties relating to the secondment and supersedes all prior negotiations, understandings, or agreements.

15. Amendments:

Any amendment to this Agreement must be in writing and signed by all parties.

16. Notices:

All notices under this Agreement must be in writing and delivered by hand, post, or email to the addresses last notified by the parties.

17. Counterparts:

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument.

EMPLOYER'S SIGNATURE

HOST ORGANISATION'S SIGNATURE

Signature: _____

Signature: _____

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