**Secondment Agreement**

DD Month 2022

**Private & Confidential**

[Full Name]

[Address]

[Address]

Dear [Name]

**Re: Secondment to support COMPANY2**

Further to recent discussions, and based on your interest and willingness to support collaborative community services outcomes during this difficult time, I am pleased to confirm arrangements for your temporary secondment to COMPANY2.

We acknowledge that the secondment is a significant change to your standard employment conditions, and confirm that prior to this agreement you received a consultation with your supervisor on the conditions to your ongoing and seconded work.

The terms and conditions of your secondment are set out below.

# Ongoing employment with COMPANY1

## During the secondment:

### you will remain employed by COMPANY1 in accordance with the terms and conditions of your Employment Contract and/or Enterprise Agreement or Award (‘Employment Contract’) dated [Date].

### as a full-time employee your Employment Contract, including but not limited to wages/salary and superannuation contributions, will continue to accrue and be provided in accordance with the terms of your Employment Contract;

*[OR]*

### as a part-time employee your employee entitlements, including but not limited to wages/salary and superannuation contributions, will be paid or accrued (in the case of leave accruals) in accordance with the terms of your Employment Contract;

*[OR]*

### as a part-time employee contributing hours of work to this secondment in addition to (over and above) your substantive hours to COMPANY1 (*i.e. you are working for COMPANY1 for a portion of time while concurrently working for COMPANY2 for a remaining portion*), your employee entitlements including but not limited to wages/salary and superannuation contributions, will be paid or accrued (in the case of leave accruals) in accordance with your total hours Full Time Equivalent (FTE) fraction and be provided in accordance with the terms of your Employment Contract;

### you are not employed by COMPANY2 and COMPANY2 is not liable for your employment entitlements;

### where mutually agreed between all parties that you are seconding into a more senior (higher level) role, you will receive appropriate remuneration (including higher duties allowance, if it was previously mutually agreed) reflecting the role in accordance with the terms of your Employment Contract;

### where your Employment Contract is subject to restrictions of secondary employment, this secondment agreement does not interfere with these restrictions and will not be considered in conflict with your current employment.

## During the secondment, you must:

### continue to comply with all COMPANY1 leave policies, including policies relating to notification and certification of unplanned absences (e.g. personal leave), while acknowledging that in light of the critical nature of this secondment that planned leave may not be appropriate or provided unless agreed by you and COMPANY1 in advance; and

### inform COMPANY2 (via the appropriate contact person) of your absence related to personal leave as soon as possible on the day of absence, and subsequently lodge the appropriate leave request to COMPANY1.

# Duration and cessation of secondment

## The secondment will start on [Date].

## The secondment will conclude on [Date], unless it ends earlier under clause 7 of this letter or is extended by agreement in writing between you, COMPANY1 and COMPANY2.

## Your secondment with COMPANY2 will cease automatically upon the end of your employment with COMPANY1.

## COMPANY2 exercises its right to end your secondment prior to the finish date for any reason.

## When your secondment ends prior to the finish date, or at the cessation date, you will immediately return to your role at COMPANY1.

## Where you are unable to fulfil the requirements of, or continue your secondment at, COMPANY2, notify the responsible contacts (listed in cause 3.2 and 3.5) at COMPANY1 and COMPANY2 to discuss.

# Duties during secondment

## You will be seconded to the position of [Position] and will perform the duties as directed by COMPANY2.

## You will report to [Name, Position, Contact Details] at COMPANY2 and receive from them induction, supervision, PPE and other requirements of the seconded duties.

## During the secondment you acknowledge that, when performing the duties for COMPANY2, you are acting exclusively in your capacity as a representative of COMPANY2 and not in your capacity as an employee of COMPANY1.

## While on secondment, you must:

### exercise due skill and care in performing the duties assigned to you;

### not do anything which may directly or indirectly impair, or likely to impair, the good name and reputation of either COMPANY2 or COMPANY1;

### comply at all times with COMPANY2’s lawful and reasonable instructions and directions in respect of your duties (especially in relation to workplace health and safety); and

### comply at all times with any legislation applying to the work being performed, and the applicable policies and work procedures of COMPANY2, including COVID restriction and reporting requirements.

## For questions relating to the conditions of the secondment agreement, contact [Name, Position, Contact Details] at COMPANY1.

# Hours of work

## It is acknowledged and agreed that you will continue to be employed with COMPANY1 while on secondment with COMPANY2.

## Your hours of work at COMPANY2 will be agreed by both Companies plus reasonable additional hours as requested by COMPANY2 in order to meet the business and client needs of COMPANY2. Such hours may be worked inside or outside of COMPANY2’s normal business hours. All additional hours of work (including overtime or toil) will remain at the determination of COMPANY1 from both a cost and work safety and health perspective.

## If you have any concerns about your hours of work with COMPANY2, please contact [Name] at COMPANY1 who will review your hours of work under the secondment and discuss any questions that you may have.

# Location

## For the duration of the secondment you will perform duties at the locations specified by COMPANY2, noting that there may be specific circumstances where the work location must remain private and confidential for the protection of clients and that these circumstances may be discussed with you prior to the secondment.

## You may be required to perform work from other locations and that in doing so you may be entitled to travel allowances or kilometre reimbursement in accordance with your Employment Contract of COMPANY1.

# Confidentiality, intellectual property and conduct

## While you are on secondment, you remain subject to your contractual obligations, as set out per your Employment Contract, to maintain the confidentiality of COMPANY1, and its clients’, confidential information.

## You must return all property (including confidential information) of COMPANY2 in your possession, power or control to COMPANY2 at the end of your secondment.

## COMPANY2 owns all intellectual property developed or conceived by you during the course of your secondment.

## To the extent that you have any right or interest in intellectual property owned by COMPANY2, you assign that intellectual property to COMPANY2 and must do anything reasonably necessary, including executing any documents, for the purpose of effecting, perfecting and protecting COMPANY2’s title to the intellectual property in Australia or elsewhere.

## COMPANY2 does not have any right to end your employment with COMPANY1 or to impose any disciplinary action on you. COMPANY2 does however have the right and obligation to notify and report to COMPANY1 any concerns regarding performance, behaviour or breaches of conduct such that COMPANY1 can take appropriate review action.

## In accepting this secondment, you must review, agree to accept and sign COMPANY2’s:

### Code of Conduct; and

### Confidentiality Agreement,

as appended to this letter.

Please confirm your acceptance of this offer by signing this letter and then return it to me as soon as possible.

Lastly, on behalf of vulnerable clients in our community, I sincerely thank you for your support during this challenging time.

Yours faithfully

[Name] [Name]

[Position] [Position]

[COMPANY1] [COMPANY2]

[Signature] [Signature]

I have read, understood, and agree to the proposed secondment to COMPANY2 in accordance with the terms and conditions set out in this letter.

Signed: ……………………………………….

Date: ……………………………………….