

# Secondment Agreement

This **Secondment Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ by and between the following parties:

**Home Employer**

**Host Company**

The employee subject to this secondment is \_\_\_\_\_, residing at \_\_\_\_\_

("Employee").

The Home Employer and the Host Company are collectively referred to as the "**Parties.**"

## 1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Employee, who remains employed by the Home Employer, will be temporarily assigned to perform services for the Host Company. This Agreement clarifies the respective rights, responsibilities, and financial arrangements between the Parties during the secondment period.

## 2. Secondment Period

The secondment will commence on \_\_\_\_\_ and will continue until \_\_\_\_\_, unless terminated earlier in accordance with the Termination clause.

Any extension of the secondment must be agreed in writing by the Parties and acknowledged by the Employee.

## 3. Employment Status

Throughout the secondment period:

- The Employee shall remain employed by the Home Employer.
- The employment contract between the Home Employer and the Employee shall remain in full force and effect unless expressly modified in writing.
- Nothing in this Agreement creates an employment relationship between the Employee and the Host Company.

The Host Company shall not represent that the Employee is its employee and shall not make any changes to the Employee's employment terms without the Home Employer's prior written consent.

#### 4. Duties and Responsibilities

During the secondment period, the Employee shall:

- Perform the role of \_\_\_\_\_ or such other role as agreed by the Parties.
- Report operationally to \_\_\_\_\_ at the Host Company.
- Comply with the lawful and reasonable policies, procedures, and instructions of the Host Company, provided they do not conflict with the Employee's employment contract.

The Host Company shall provide appropriate direction, supervision, and a safe working environment consistent with applicable workplace standards.

#### 5. Compensation and Benefits

The Home Employer shall continue to pay the Employee's base salary and provide contractual benefits in accordance with the Employee's employment agreement.

Unless otherwise agreed in writing:

- The Host Company shall reimburse the Home Employer for salary, benefits, employer contributions, and any agreed administrative costs related to the secondment.
- Any bonuses, allowances, or incentives specifically related to the secondment must be agreed in advance in writing by the Parties.

The Home Employer remains responsible for payroll processing and statutory withholdings.

#### 6. Expenses

Reasonable business expenses incurred by the Employee in the performance of secondment duties shall be reimbursed by the Host Company in accordance with its expense policy, unless otherwise agreed.

Travel, accommodation, relocation, or living allowances, if applicable, shall be detailed below:

Description	Responsible Party	Amount/Terms

## **7. Confidentiality and Data Protection**

The Employee shall maintain the confidentiality of all confidential or proprietary information belonging to both the Home Employer and the Host Company.

The Employee shall use such information solely for the purpose of performing secondment duties and shall not disclose it to any third party except as authorized.

Each Party shall ensure that personal data is processed lawfully and only to the extent necessary for the implementation of this Agreement.

These obligations shall continue after the end of the secondment.

## **8. Intellectual Property**

Unless otherwise agreed in writing, any intellectual property created by the Employee in the course of performing services for the Host Company during the secondment shall belong to the Host Company.

The Home Employer shall ensure that its employment arrangements with the Employee support this allocation of intellectual property rights.

The Employee agrees to execute any documents reasonably required to give effect to this clause.

## **9. Health, Safety, and Workplace Compliance**

The Host Company shall provide a safe working environment and shall comply with applicable workplace health and safety obligations.

The Employee agrees to comply with all relevant safety instructions and workplace rules of the Host Company.

## **10. Performance Management and Conduct**

The Host Company shall provide feedback regarding the Employee's performance to the Home Employer.

If any concerns arise regarding performance or conduct, the Host Company shall notify the Home Employer promptly. The Home Employer retains responsibility for disciplinary action unless otherwise agreed in writing.

## 11. Liability and Indemnification

Each Party shall remain responsible for its own acts and omissions.

The Host Company shall be responsible for liabilities arising from the Employee's actions performed under the direction and control of the Host Company during the secondment, except to the extent caused by the Home Employer's breach of this Agreement or the Employee's willful misconduct.

Neither Party shall be liable for indirect or consequential losses arising out of this Agreement.

## 12. Termination

The secondment may be terminated:

- By mutual written agreement of the Parties;
- By either Party upon \_\_\_\_\_ written notice to the other Party;
- Immediately by either Party in the event of material breach by the other Party that is not remedied within a reasonable period after written notice;
- Immediately if the Employee's employment with the Home Employer terminates for any reason.

Upon termination of the secondment, the Employee shall return to duties with the Home Employer unless otherwise agreed. Accrued rights and outstanding financial obligations between the Parties shall survive termination.

## 13. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any dispute arising out of or in connection with this Agreement shall first be addressed through good faith negotiations between the Parties. If not resolved, the dispute shall be submitted to the competent courts of \_\_\_\_\_, unless the Parties agree to an alternative dispute resolution mechanism in writing.

## 14. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties in relation to the secondment and supersedes any prior arrangements relating to the same subject matter.

Any amendment to this Agreement must be in writing and signed by both Parties.

## 15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 16. Acknowledgment by Employee

The Employee acknowledges that they have read and understood the terms of this Agreement and agree to comply with its provisions during the secondment period.

## 17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Secondment Agreement as of the Effective Date.

### Home Employer

Name

Date

Signature

---

### Host Company

Name

Date

Signature

---

### Employee Acknowledgement

Name

Date

Signature

---



This document is a PDF copy of **Secondment Agreement** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



## Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

### Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

[jotform.com/products/pdf-editor/](https://jotform.com/products/pdf-editor/)



### Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

[jotform.com/products/smart-pdf-forms/](https://jotform.com/products/smart-pdf-forms/)



### Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

[jotform.com/products/sign/](https://jotform.com/products/sign/)



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.