

Appendix 2

GSE Act s66 Template Secondment Agreement

This agreement is designed to be used to record the arrangement under which a person employed in a government sector agency is seconded to a non-government sector body or a person employed in a non-government sector body is seconded to a government sector agency, pursuant to section 66 of the Government Sector Employment Act 2013.

The GSE legislation does not mandate particular provisions for an arrangement under section 66, but at a minimum it is suggested that it cover the areas set out in this template. You may wish to use this template in the form provided, make amendments to it, draft your own agreement using this template as a guide, or use this template as a guide to review a different agreement.

The Public Service Commission will not be updating this template as a matter of course, so references to legislation and legislative requirements should be independently verified.

Parties

Employing Organisation: [insert name] of [address]

Host Organisation: [insert name] of [address]

Seconded: [insert name] of [address]

This secondment agreement is for [employee] of [Employing Organisation] to be seconded to [Host Organisation] pursuant to section 66 of the Government Sector Employment Act 2013.

Definitions

Secondment means the secondment of [Seconded] from [Employing Organisation] to [Host Organisation] from [date] to [date], the terms of which are set out in this Secondment Agreement.

Work Health and Safety Legislation means the Work Health and Safety Act 2011, related legislation and any delegated legislation made pursuant to such legislation.

Terms

1. Secondment period: The Secondment will commence on [date] and conclude on [date], unless terminated or varied in accordance with this agreement. Any variation of the term must be by written agreement between the Employing Organisation and the Host Organisation and in consultation with the Seconded. [Note: A secondment to a government sector agency may not exceed two years].

2. Role: [insert description of role/work/duties that the Secondee will undertake.]
3. Management: The Host Organisation is responsible for management of the Secondee during the Secondment. This may include assessing the Secondee's performance.
4. Conditions of employment and salary/remuneration during Secondment: Unless alternative arrangements are made between the Employing Organisation and Host Organisation the Secondee will continue to receive the level of salary or total remuneration, including any benefits and allowances, they received from the Employing Organisation immediately prior to the commencement of the Secondment. To the extent that the conditions of the Secondee's employment are not prescribed in legislation or an applicable industrial instrument, the Secondee will be subject to the conditions of employment of the Host Organisation.
5. Payment of salary/remuneration: [The Secondee will continue to be paid by the Employing Organisation. The Employing Organisation is responsible for invoicing the Host Organisation for the Secondee's employment related costs.]
OR
[The Secondee will be paid by the Host Organisation.]
6. Leave: The Secondee is entitled to the leave in accordance with any applicable legislation or industrial instrument. The Secondee will send to the Employing Organisation requests for leave to be taken during the Secondment, and the approval of both the Employing Organisation and the Host Organisation is required before such leave is taken.
7. Policy: The Secondee must comply with all policies and procedures implemented by both the Employing Organisation and the Host Organisation for the duration of the Secondment. To the extent of any inconsistency between the policies of the Employing Organisation and the Host Organisation, the Secondee will comply with the policies of the Host Organisation.
8. Work Health and Safety: The Host Organisation must provide the Secondee with a safe work environment to meet the Host Organisation's obligations under all applicable Work Health and Safety Legislation.
The Employing Organisation and Host Organisation will consult with each other as to how they will discharge their respective duties under the applicable Work Health and Safety Legislation.
The Employing Organisation will have worker's compensation liability for any compensable illness or injury sustained by the Secondee during the Secondment. However, if the Secondee's illness or injury is due in any way to the fault of the Host Organisation or its personnel, the Host Organisation will be proportionately liable to the extent that the illness or injury is caused by any act or omission of the Host Organisation.
9. Conflict of Interest: The Employing Organisation and the Host Organisation will actively consider if any actual or potential conflicts of interest exist and will take steps to avoid conflicts of interest to the mutual satisfaction of each other.
The Secondee must take reasonable steps to avoid conflicts of interest that might otherwise arise from the Secondee's employment with the Employing Organisation or the Secondee's Secondment to, role or duties for, the Host Organisation.
If the Employing Organisation, Host Organisation or Secondee suspects that a conflict of interest has arisen or may arise during or after the completion of the Secondment, the party must notify the other parties to this agreement and all parties will attempt to manage the conflict appropriately. The

Seconded is to immediately cease any work that is related to a suspected or actual conflict, unless and until a resumption of that work is deemed appropriate by the parties.

10. Confidentiality: The Seconded must keep confidential and must not use or disclose to any person confidential information (including but not limited to processes, materials, documents, costs, secrets etc.) related to any aspect of the Employing Organisation or Host Organisation without the express agreement of the relevant organisation. This does not apply to any information or matter which is in the public domain, which is required to be disclosed by compulsion of law or which is not confidential in nature. This obligation continues after the completion of the Secondment.

The Seconded will return to the Host Organisation at the termination of the Secondment all confidential information in their possession that is related to any aspect of the Host Organisation, including any copies.

11. Intellectual Property: The parties agree that all work produced by the Seconded in the course of the Secondment, and the copyright and any other intellectual property rights in that work, shall belong to the Host Organisation.

If the Employing Organisation wishes to use any of the intellectual property produced by the Seconded during the Secondment, the Host Organisation must agree on terms with the Employing Organisation before using the intellectual property.

12. Termination of secondment: The Secondment may be terminated at any time by mutual agreement of the Employing Organisation and the Host Organisation. Alternatively, the Employing Organisation or Host Organisation may terminate the Secondment by giving the other party at least two weeks' written notice.

If, for any performance or conduct reason, the Host Organisation decides to end the Secondment, it can do so on written notice to the Employing Organisation and the Seconded and the Secondment will terminate with effect from the date nominated in the notice.

13. Consultation on return to Employing Organisation: Prior to the end of the Secondment the Seconded's manager at the Employing Organisation will consult with the Seconded about the role/work to which the Seconded will return in the Employing Organisation.

14. Liability: The Host Organisation will be responsible for the Seconded's work throughout the Secondment. The Employing Organisation and the Seconded will not be liable to the Host Organisation for, and the Host Organisation will not make any claim against the Employing Organisation or the Seconded in relation to, any of the Seconded's acts or omissions, other than an action based on the Seconded's fraud, serious misconduct or deliberate breach of duty to either the Employing Organisation or the Host Organisation.

15. Variation: No provision of this agreement nor a right conferred by it can be varied except in writing signed by the parties.

EXECUTION

Executed as a Deed on [insert date]

Signed, sealed and delivered by [insert name of Seconded] in the presence of:

Signature of Seconded

Signature of witness

Print name

Name of witness

Address

Signed, sealed and delivered by [insert name of the person responsible for employment in the Employing Organisation] in the presence of:

Signature

Signature of witness

Print name

Name of witness

Signed, sealed and delivered by [insert appropriate wording for the delegate or Host Organisation] in the presence of:

Signature

Signature of witness

Print name

Name of witness
