# Agencies should carefully consider any specific circumstances of the secondment, legal obligations, risks, policies, security, employment considerations and how they may need to adapt or add to the template in consideration of these.

## This document must not be relied upon as legal advice.

This document sets out suggested terms and conditions for secondment agreements. When using this document, agencies need to consider the needs of the business, requirements of the role, and any needs of the Secondee and other party to the agreement. This consideration should inform amendments to the template to meet the needs of agencies.

Users of this template should:

* Not ask or require employees to relinquish their substantive position when taking up an internal or external secondment,
* Carefully consider the appropriate term of the secondment,
* Consider each term and whether it meets the business needs of the agency and requirements of the role,
* add any additional terms where applicable and appropriate for the secondment,
* consult with organisations’ corporate teams such as legal and human resources if you are seeking to use the template or tailoring the template for your agency,
* complete required fields, delete drafting notes and any sections and clauses that are not relevant to your agency,
* add appropriate security classifications before use, for example ‘Staff-in-Confidence’.

If an issue arises due to the host and home agency having different or conflicting needs, they should endeavour to accommodate each agency’s needs by amending the agreement to the extent possible to resolve the issue. Where the home and host agency’s terms are incompatible, the host agency’s term(s) should generally apply.

|  |
| --- |
| Secondment Agreement – Secondment of [enter secondee name] This Secondment Agreement is made between the following parties (the “Parties”):  Please insert information where there is bolded text. |

|  |  |
| --- | --- |
| Between | **Home Agency name ‘the Home’** |
| and | **Host Agency name ‘the Host’** |
| and | ‘**the Secondee’** |
| Date of commencement  Date of completion | **Day month year**  **Day month year** |
| Position | **Enter secondment position ‘Secondment role’**  **Position number xxxxxxxx**  **Enter substantive position ‘Substantive role’**  **Position number xxxxxxxx** |
| Home Manager | **Home Manager name ‘Home manager’**  **Title and group** |
| Host Manager | **Host manager name ‘Host manager’**  **Title and group** |

## Contacts

For the period of the secondment, the Host Manager will be the initial point of contact at the Host Agency for all matters in relation to the Secondee.

The Host Manager’s contact details are:

|  |  |
| --- | --- |
| Name | **Host manager name** |
| Position | **Title and group** |
| Phone |  |
| Email |  |

**The Home Manager’s name** will remain as the Secondee’s Home Manager and will inform either the Host Manager and/or the agencies’ HR teams (as appropriate) and the Secondee, as soon as possible, of any matters that may arise in connection with this secondment.

The Home Manager’s contact details are:

|  |  |
| --- | --- |
| Name | **Home manager name** |
| Position | **Title and group** |
| Phone |  |
| Email |  |

## Background

The Host Agency wishes to engage the services of the Secondee from the Home Agency to assist with **[enter details/reason for secondment]**

This Secondment Agreement sets out the terms and conditions governing the Secondment of the Secondee from the Home Agency to the Host Agency.

## Purpose of Secondment

The Secondee **[enter secondee name]** will be seconded to the Host Agency, to carry out the duties and responsibilities set out in the **Choose an item.** attached to this agreement.

The reason for this Secondment is set out above (see “Background”). The Home Agency has personnel available to be seconded, on a temporary basis, to assist with this effort.

During the Secondment, the Secondee will perform the duties assigned by the Host Agency relating to the role of **[Secondment template]** under the supervision of the Host Manager.

All parties to this agreement are responsible for ensuring a constructive relationship between the parties is fostered and maintained and the Secondee has clear lines of responsibility and accountability.

The Secondment commences on **Day month year** and will end on **Day month year**, unless terminated earlier in accordance with this agreement (see “Conclusion of Secondment”) or extended by agreement in writing between all three parties.

The Secondee will be based at **[location]** for the duration of this Secondment. Flexible working including hybrid working arrangements may apply, in accordance with the Host Agency’s policies.

## Employment Status

The Secondee remains an employee of the Home Agency and their existing employment agreement with the Home Agency remains in place throughout the duration of this Secondment, subject to any temporary variations as set out in this agreement (or any subsequent agreements).

The Home Agency will provide any variation to the Secondee’s employment agreement with the Home Agency that is needed to provide for matters relating to the Secondment under this agreement.

Nothing in this agreement will create, constitute, or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Host and Home Agency or the Host Agency and the Secondee.

All parties to this agreement are responsible for ensuring a constructive relationship between the parties is fostered and maintained and the Secondee has clear lines of responsibility and accountability.

## Hours of work

**Note: agencies amend this section as appropriate**

The Secondee will continue to work their normal hours agreed under the Secondee’s employment agreement with the Home Agency. From time to time the Host Agency may ask the Secondee to work overtime, additional hours and/or non-standard working pattern. Overtime, additional hours and/or non-standard working pattern will be agreed with the Secondee and discussed with their Home Manager. Fair and reasonable compensation will be provided to the Home Agency for any additional hours worked by the Secondee for the benefit of the Host Agency during the Secondment, in accordance with the Secondee’s employment agreement with the Home Organisation.

## Remuneration and associated costs

**Note: the level of detail required relating to remuneration will depend on the nature of the Secondment.**

*Where appropriate agencies may wish to include additional detail including a breakdown of the Secondee’s normal remuneration, and the details of higher duties allowances or other allowances if applicable. Higher duties or other allowances may be appropriate in situations including, but not limited to, where the Secondee has additional responsibilities at the Host Agency compared to their substantive role or to recognise other requirements that may differ from the Secondee’s substantive role. Agencies should be clear whether employer contributions to superannuation are included or additional to annual salary specified.*

During the Secondment the Home Agency will continue to pay the Secondee their normal remuneration including associated entitlements and allowances for the term of the Secondment. The Secondee’s overall remuneration per annum is as below **[add any additional components such as allowances]:**

|  |  |
| --- | --- |
|  | **Amount** |
| Base salary | $xxx,xxx |
| Employer superannuation contribution | $xxx,xxx |
| Total Remuneration package | $xxx,xxx |

The above is based on FTE per annum and will be prorated where applicable.

The Secondee’s normal remuneration may change in accordance with the Secondee’s employment agreement with the Home Agency for example following a **[remuneration/salary]** review. Any **[remuneration/salary]** review conducted during the Secondment period will be applied to the Secondee’s base salary only, unless otherwise specified in their employment agreement.

**OR**

The agreed salary during the Secondment is as below [add any additional components such as allowances]:

|  |  |
| --- | --- |
|  | **Amount** |
| Base salary | $xxx,xxx |
| Employer superannuation contribution | $xxx,xxx |
| Total Remuneration package | $xxx,xxx |

The above is based on FTE per annum and will be prorated where applicable.

The Home agency will be responsible for the payment of the agreed salary for the term of the Secondment.

**AND**

The Host Agency is required to reimburse the Home Agency for all remuneration costs (including any higher duties allowance and other benefits that the employee may be entitled to such as wellbeing payments or reimbursements) incurred by the Home Agency during the Secondment. These costs will be reimbursed upon receipt of an invoice from the Home Agency which will be supplied monthly and will be paid by the [insert day] of the month following the date of the invoice. In addition, the Home Agency will invoice the Host Agency for any applicable non-remuneration costs.

**OR**

The Home Agency will not seek reimbursement for remuneration costs. [If the Home Agency appropriation covers the Secondment or the Secondment is urgent and short term]

Financial information relating to this Secondment is in the attachment and forms part of this Agreement**. [Delete if not applicable]**

**Note: agencies should consider the financial arrangements appropriate for the Secondment in conjunction with any guidance issued by the Treasury.**

*Agencies should consider which appropriation covers the work being performed during the Secondment and the most suitable arrangements to manage these costs. For roles where non remuneration costs may be generated, for example travel costs, agencies should consider whether any special arrangements are required.*

## During the Secondment

The Home Manager will schedule regular check-ins with the Secondee to debrief on wellbeing, provide updates from the Home Agency relating to the substantive role and discuss the experience of the Secondment.

## Leave entitlements and management

Accrual of leave entitlements will remain the responsibility of the Home Agency. The Secondee is expected to take leave during the Secondment with approval from the Home Manager in consultation with the Host Manager. The Home Manager will be responsible for managing leave as required during the Secondment and keeping records of leave taken.

Leave entitlements will remain as set out in the Secondee’s employment agreement with the Home Agency including continuing to accrue annual holidays and sick leave during the Secondment on the terms and conditions established in their employment agreement.

**Note: as with other sections, agencies should adapt this section where necessary to meet organisational needs.**

*Agencies are encouraged to consider how existing payroll systems could be used to streamline processes as much as possible. For example, agencies may enable the Secondee to retain access to their HR “portal” through the course of the Secondment.*

## Performance, misconduct and serious misconduct

The Secondee is included in the Home Manager’s performance and remuneration review processes.

The Home Manager is responsible for ensuring these processes are completed for the Secondee during their Secondment, in line with their organisation’s requirements, and in consultation with the Host Manager.

The Host Manager is responsible for ensuring they set clear expectations of performance for the Secondee during the Secondment. The Host Manager is responsible for day-to-day performance management during the Secondment and should provide performance feedback to the Home Manager to enable a meaningful performance review to take place.

The Host Agency agrees to refer any potential performance and/or disciplinary issues to the Home Agency as soon as possible so that they can be managed by the Home Agency (in consultation with the Host Agency).

The Home Agency will notify and may involve the Host Agency in any investigation or disciplinary process where misconduct or serious misconduct is alleged against the Secondee.

In the event the Host Agency has concerns regarding the Secondee’s behaviour or conduct that may amount to potential misconduct, serious misconduct or substandard performance, the Host Manager may elect to terminate the Secondment early in accordance with this agreement (see “Conclusion of Secondment”), and the Home Manager may consider normal disciplinary action under their relevant policy or procedure once the Secondee returns.

If the Secondee wishes to report misconduct or wrongdoing in the Host Agency and is unsure of the process for doing so, the Secondee may report their concerns to the Home Agency using the reporting wrongdoing process. Guidance on reporting a serious wrongdoing (making a protected disclosure) can be found on the Office of the Ombudsman website.

## Codes of conduct, policies and procedures

The Secondee **will/has declare(d)** any actual or potential conflicts of interest **[agencies may attach conflict of interest form to this Secondment for Secondee to complete]** and will alert the Host Manager to any new conflicts that arise during the Secondment.

Where a potential conflict of interest is identified, the Parties will manage the conflict appropriately in accordance with relevant conflict of interest policies and procedures. Where any conflicts cannot be managed, the Host Agency may terminate the Secondment in accordance with this agreement (see “Conclusion of Secondment”).

During the Secondment, the Secondee is required to abide by the internal policies and procedures of both agencies and both the Home and Host Agency Codes of Conduct including the Public Service Standards of Integrity / Code of Conduct.

If any conflict arises between the Home Agency and Host Agency’s policies, or if for any other reason the Secondee is unsure what is required of them, they are responsible for seeking advice from their Home and/or Host manager to ensure they comply with any reasonable expectations upon them during the course of their Secondment. The Secondee will be informed of the Host Agency’s codes of conduct, policies and procedures upon commencing the Secondment.

## Confidentiality and Security

The Secondee will not discuss or disclose any confidential information, including but not limited to, processes, materials, documents, costs or secrets, related to any aspect of the business of either the Home or Host Agency without that organisation’s express permission. The only exception is where discussion or disclosure of information is legitimately required as part of the Secondee’s performance, duties and responsibilities in relation to their work during the Secondment, or as required by law.

Confidentiality requirements under this clause continue to apply after the Secondment ends.

The Host Agency will ensure that the Secondee is made aware of any particular security requirements that apply in relation to the Secondment.

The Secondment is conditional on the Secondee obtaining and maintaining **a [insert security clearance required for the role]** security clearance**. [Delete if not required]**

*Agencies should consider whether there are any unique or additional confidentiality and security requirements related to either the Host or the Home Agency and/or the role being performed that should be appropriately captured in this section.*

## Copyright and intellectual property

Unless agreed in writing, all work produced by the Secondee in the course of this Secondment, and copyright and intellectual property in that work, shall belong to the Host Agency and will continue to do so at the conclusion of this Secondment.

## Health and Safety

The Host Agency will ensure that the Secondee will be working in a safe and healthy workplace in accordance with the Health and Safety at Work Act 2015 and will ensure that any hazards or workplace injury experiences by the Secondee will be immediately notified to the Home Agency. The Secondee will draw any health and safety issues to the attention of their Home and their Host Manager. The Secondee will also comply with their obligations arising from the Health and Safety at Work Act 2015.

## Conclusion of Secondment

The Secondment begins on the **Day month year** and will conclude:

1. on the **Day month year** subject to any variation to the end date agreed in writing by the parties;
2. in the event that the Secondee leaves the employment of the Home Agency, on expiry of the relevant notice period required under the Secondee’s employment agreement with the Home Agency;
3. prior to the end date, for any reason, upon the agreement of any two of the parties to the agreement on the giving of **[number of weeks]** written notice by a party to the other parties (or less if agreed by the parties);
4. prior to the end date by either the Home or Host Manager where circumstances arise beyond their control, for example due to a restructure. Where practicable, a minimum of two weeks’ notice of termination will be given by the party initiating the termination;
5. if a party is in material breach of this agreement, upon written notice of termination to the breaching party from the other party provided:

i. the breach is incapable of remedy;

ii. if the breach is capable of remedy, it has not been remedied within five (5) Working Days of receipt of written notice to remedy the breach; or

1. In the case where the Host Agency has concerns regarding the Secondee’s behaviour or conduct that may amount potential misconduct, serious misconduct or substandard performance, upon such notice to the Home Agency, if any, as the Host considers appropriate.

*When determining an appropriate notice period for early termination, agencies should take into consideration the length and nature of the Secondment and any other factors which may impact on what constitutes a fair and reasonable notice period. It is recommended that the parties consult about termination prior to issuing a notice under this section.*

## Return of Property

Immediately upon request or on conclusion of the Secondment, the Secondee must return to the Host Agency all property belonging to the Host Agency, it’s customers and/or clients, business partners or other stakeholders back to the Host Agency. This includes, but is not limited to, any hard and soft copy files, confidential information, IT devices, access cards, keys, vehicles and workplace equipment (e.g. tools or personal protective equipment). The Secondee must also stop using passwords and codes for the Host Agency’s systems.

## Variation

The parties may mutually vary the terms of this agreement. Such variations must be in writing and signed by the parties.

**Where to send copies to [amend as appropriate]**

To accept this Secondment, please sign and return at your earliest convenience **to [insert email address/portal].**

The Secondee should send any required documentation to **[insert email address/portal or detail or delete if not required] [Agency to attach checklist].**

This agreement is contingent on all pre-secondment checks being carried out to the Host Agency’s satisfaction and providing confirmation that the Secondee meets the requirements of this role. These include, confirmation of identity, nationality, right to work in New Zealand, criminal record checks, referee and serious misconduct checks, and credit checks where appropriate.

**Signed**

By signing this agreement the Secondee acknowledges and confirms that they have received a copy of this agreement, understand its content, agree to its terms, are legally entitled to work in New Zealand, and have been advised of their right to seek independent advice and has had a reasonable opportunity to do so.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by [enter secondee name]

the **Secondee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by **Home Manager name**

Tile and group

On behalf of the **Home Agency**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by **Host Manager name**

Title and group

On behalf of the **Home Agency**

**(Delete if not applicable)**

Agencies add any additional terms as required to meet the needs of agencies and/or the Secondment. Additional terms could include those relating to Training and Development, applying for positions, dispute resolution, review of appointments and feedback tables.

**(Delete if not applicable)**

**Job Description/Statement of Work/Role Profile**

**[Insert Job Description]** or **[Statement of Work]** or **[Duties and Capabilities Development Plan]** or **[Role Profile]**

***(Delete if not applicable)***

**FINANCIAL CONDITIONS OF EXTERNAL SECONDMENT AS AGREED BETWEEN**

**Host Agency** AND

**Home Agency**

The **Home Agency** and the **Host Agency** have agreed to the following conditions during the secondment of **Secondee’s name:**

1. The Host employer is required to reimburse the Home Agency for all remuneration costs (including any higher duties allowance and other entitlements such as wellbeing payments or reimbursements) (plus GST, if applicable) incurred by the Home Agency during the period of the Secondment. These costs will be reimbursed upon receipt of an invoice from the Home Agency and will be paid by **the 20th day of the month** following the date of the invoice. The Host Agency’s purchase order details are **(if applicable, attach copy of Purchase Order):**

Contact name

Contact address

Purchase Order/Cost centre

1. Mobile phone charges will be paid by **Home/Host agency.**
2. Expenses (including purchase cards) incurred by the Secondee or Home Agency related to the duties the Secondee is undertaking with the Host Agency, will be reimbursed by the Host Agency.

Contact in the Home Agency : **Manager Title, Branch, email address**

Contact in the Host Agency: **Manager Title, email address**