

Guide to completing a Secondment Agreement – Short term

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When using this agreement, please note the following:

- The agreement represents a general template to assist agencies when entering into secondments. However, it may be altered, if necessary, to reflect the particular arrangements agreed between the agency and the Host Organisation. If the template is altered, it is recommended that you seek advice from the Department of Justice prior to executing the document.
- Under the agreement, the Territory remains the employer of the seconded employee during the term of the secondment. For an alternative template, under which the Host Organisation is the employer during the term of the secondment, see Secondment

Agreement – Long Term

- As the Territory remains the employer, it will continue to have a duty to ensure the health and safety of the seconded employee at work, even though it does not have the day to day control over the employee. To minimise health and safety risks to the employee whilst on secondment (and therefore potential liability for the Territory), clause 4(c) gives the Territory the opportunity to inspect the Host Organisation's workplace, and OHS policies and procedures, and request that the Host Organisation address any risks identified. It is recommended that such inspection be carried out prior to the employee starting with the Host Organisation. However, if this is impractical, clause 4(c) may be deleted.
- Clause 6 (Payment) provides for an arrangement where the Host Organisation pays the Territory in return for the seconded employee's services. If the arrangement between the agency and the Host Organisation does not involve any payment or fee to be made by the Host Organisation, delete this clause.
- Clause 7 (Indemnity) contains a broad indemnity in favour of the Territory. If the Host Organisation requests that this clause be altered or deleted, it is recommended that the agency first seek advice from the Department of Justice. To help ensure that the indemnity is enforceable should the Territory seek to rely on it, it is recommended that the agency check that the Host Organisation has appropriate insurance policies in place.

- The agency should consider whether clause 8 (Dispute Resolution) is necessary or appropriate, bearing in mind the length of the secondment and the fact that determination of a dispute by an independent expert may take some time and involve some cost. If the clause is not considered necessary or appropriate, it may be deleted.
- The numbering in this agreement has been cross-referenced. If any clauses are deleted from, or inserted into the agreement, the document will need to be updated to ensure all cross-references remain accurate.