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| Dated 202[\*] |
| [PARTY 1]  and  THE QUEEN’S UNIVERSITY OF BELFAST |
| Secondment Agreement |

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**THIS AGREEMENT** is made on the day of 202[\*]

**Parties**

1. [FULL COMPANY NAME] incorporated and registered in [Northern Ireland] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**the Employer**");
2. The Queen’s University of Belfast, a University established by Royal Charter, whose registered office is at University Road, Belfast, BT7 1NN, Northern Ireland (the "**the Host**").

**Background**

1. [NAME OF EMPLOYER] employs [NAME OF SECONDEE] as [DETAILS].
2. [NAME OF EMPLOYER] intends to second [NAME OF SECONDEE] to The Queen’s University of Belfast in order to [DESCRIBE SERVICES TO BE PROVIDED DURING SECONDMENT PERIOD].

**Agreed Terms**

1. INTERPRETATION
   1. The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

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| **"Confidential Information"** | information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management. |
| **"Employment Contract"** | the terms of employment between the Employer and the Secondee at the date of this Agreement, [details **OR** a copy] of which are attached, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time. |
| **"Management Issues"** | all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure). |
| **"Secondee"** | [SECONDEE'S NAME]. |
| **"Secondment"** | the secondment of the Secondee by the Employer to the Host on the terms of this Agreement. |
| **"Secondment Period"** | the period of this Agreement as defined in clause 2.2. |
| **"Services"** | [DETAILS OF THE SERVICES TO BE PROVIDED BY THE SECONDEE] [or such other services as may be agreed by the parties from time to time]. |
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* 1. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
  2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
  3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1. SECONDMENT
   1. The Employer shall second the Secondee to the Host on [an exclusive and full-time basis **OR** [INSERT DETAILS ON WHICH SECONDMENT IS BASED, SPECIFYING DAYS AND HOURS IF ON A PART-TIME BASIS]] for the Secondment Period to provide the Services in accordance with the terms of this Agreement.
   2. The Secondment Period shall [commence **OR** be deemed to have commenced] on [DATE] and shall continue until:
      1. [DATE]; [or]
      2. terminated by either party giving not less than three months' prior written notice; or
      3. terminated in accordance with clause 11.
2. SERVICES
   1. The Employer shall procure that the Secondee shall provide the Services at [LOCATION] or such other place as the Host may reasonably require for the proper performance and exercise of the Services.
   2. The Secondee may be required to travel on the Host's business to such places (whether within or outside the United Kingdom) by such means and on such occasions as the Host may from time to time require.
   3. The Secondee shall not be required to work outside the United Kingdom for more than one month during the Secondment.
   4. The Employer shall procure that the Secondee shall work such hours as are necessary for the proper performance of the Services.
   5. The Employer shall procure that the Secondee shall during the Secondment:
      1. unless prevented by incapacity, devote the whole of their working time, attention and abilities to the Services [except for any work to be done for the Employer under clause 4.7];
      2. faithfully and diligently serve the Host and use their best endeavours to promote, protect, develop and extend the Host's business;
      3. not enter into any arrangement on behalf of the Host which is outside the normal course of business or their normal duties or which contains unusual or onerous terms; and
      4. promptly make such reports to [LINE MANAGER] on any matters concerning the affairs of the Host and at such times as are reasonably required.
3. SECONDEE'S EMPLOYMENT
   1. The Employment Contract shall remain in force during the Secondment Period.
   2. The Employer [has made **OR** shall make] the necessary changes to the terms of the Employment Contract so that it can second the Secondee to the Host to provide the Services in accordance with the terms of this Agreement.
   3. The Employer [has amended **OR** shall amend] the Employment Contract to require the Secondee to comply with the Host's procedures, copies of which are available at www.qub.ac.uk/directorates/HumanResources/.
   4. The Employer shall comply with the terms of the Employment Contract during the Secondment Period.
   5. The Secondee shall [not be required to undertake any work for the Employer during the Secondment Period **OR** be required to undertake [DETAILS OF ANY WORK FOR THE EMPLOYER TO BE DONE DURING THE SECONDMENT PERIOD] during the Secondment Period].
   6. Any change in the Employment Contract during the Secondment Period shall be subject to the Host's prior approval, such approval not to be unreasonably withheld or delayed.
   7. If the Secondee is held to be employed by the Host at any time during the Secondment Period then the Host may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.
   8. All documents, manuals, hardware and software provided for the Secondee's use by the Host, and any data or documents (including copies) produced, maintained or stored on the Host's computer systems or other electronic equipment (including mobile phones), remain the property of the Host.
4. PAYMENTS
   1. The Employer shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.
   2. [The Host shall, at the end of each [PERIOD] during the Secondment Period, provide the Employer with details of any overtime done by the Secondee during the preceding [PERIOD], and the Employer shall make the necessary overtime payments to the Secondee in the usual way.]
   3. [The Host shall pay the Employer £[AMOUNT] a [month] (inclusive of VAT) during the Secondment Period for the provision of the Secondee's services.

**OR**

The Host shall pay the Employer a sum equivalent to [[PERCENTAGE, IF APPROPRIATE] of] the total amount paid by the Employer to or in respect of the Secondee under the Employment Contract, which shall include, but is not limited to:

* + 1. the Secondee's salary as reviewed by the Employer on an annual basis, the first such review on [DATE], in line with the policy for the Employer's employees and subject to the prior approval of the Host;
    2. [DETAILS OF ANY OTHER PAYMENTS OR ALLOWANCES PAID TO THE SECONDEE];
    3. National Insurance contributions made by the Employer in relation to the Secondee;
    4. any overtime payments made to the Secondee during the Secondment Period and approved in advance by the Host; and
    5. [DETAILS OF ANY PAYMENTS MADE TO THIRD PARTIES IN RELATION TO BENEFITS PROVIDED TO THE SECONDEE].

[This sum will be subject to VAT at the current rate.]]

* 1. The Host shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee during the Secondment Period in or in connection with the exercise of the Services, if such expenses are evidenced in such manner as the Host may specify from time to time.
  2. Any sums due to the Employer under this Agreement shall accrue from day to day and shall be payable [monthly] in arrears [on or about [DATE] of each month] into [BANK ACCOUNT].
  3. The Employer shall send the Host an invoice on or about the [DATE] of each month of the Secondment Period, addressed to [NAME] and specifying the payment due under this Agreement in relation to the preceding [month] and the amount of VAT due on the payment. Such invoices shall be payable by the Host [within [NUMBER] days of receipt of the invoice **OR** by [DATE] of that [month]].
  4. Any fees earned by the Secondee during the Secondment Period shall be paid to the Host.

1. MANAGEMENT DURING THE SECONDMENT
   1. The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.
   2. The Host shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court or tribunal. The Employer will reimburse the reasonable costs and expenses incurred by the Host in doing so subject to the prior approval of the Employer.
   3. The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.
   4. Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.
   5. The Employer shall procure that the Secondee shall notify [NAME AT THE HOST OR EMPLOYER] if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer during the Secondment Period.
2. LEAVE
   1. The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.
   2. If the Secondee is off work for any reason other than holiday for more than [NUMBER] days [in any calendar year] during the Secondment Period, the payment due to the Employer shall be adjusted accordingly.
   3. The Employer shall consult with the Host before approving any holiday request made by the Secondee.
   4. If the Secondee takes more or less than their pro rata entitlement to holiday during the Secondment Period, the payment due to the Employer shall be adjusted accordingly.

The Employer shall notify the Host if the Secondee is or shall be absent from work for any reason as soon as reasonably practicable.

* 1. If the Secondee is going to be off work for more than [NUMBER] days the Employer and Host may enter into an agreement under which the Employer provides a substitute.

1. DATA PROTECTION
   1. The Employer needs to provide relevant information about the Secondee to the Host in connection with the secondment and a privacy notice setting out what personal data relating to the Secondee the Employer needs to process, and why, is attached to this Agreement. In addition, during the secondment:
      1. The Host will collect and process information relating to the Secondee in accordance with the Host's privacy notice which is available at https://www.qub.ac.uk/privacynotice/Staff/DirectoratesPrivacyNotices/StaffPrivacyNotice.html.
      2. The Secondee will comply with the Host's data protection policy when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Host. The Secondee will also comply with the Host's IT and communications systems policy, Social media policy, Bring your own device to work (BYOD) policy, [ANY OTHER POLICY].
      3. Failure to comply with any of the policies referred to in clause 8.1.2 may be dealt with as a disciplinary matter and referred to the Employer and, in serious cases, may result in the termination of the secondment or even the Secondee's employment.
2. CONFIDENTIALITY
   1. The Employer has amended the Employment Contract to require the Secondee not to:
      1. (except in the proper course of the Services, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use best endeavours to prevent the use or communication of) any Confidential Information relating to the Host that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Secondee's unauthorised disclosure; or
      2. make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to [NAME] by the Secondee on the termination of this Agreement or at the request of the Host at any time during the Secondment Period.
   2. Nothing in this Agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure (Northern Ireland) Order 1998, provided that the disclosure is made in accordance with the provisions of that Order and the Secondee has complied with the Host's policy from time to time in force regarding such disclosures.
   3. The Employer shall:
      1. keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;
      2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;
      3. ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and
      4. inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.
   4. The Host shall:
      1. keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;
      2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;
      3. use its best endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and
      4. inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.
3. SUMMARY TERMINATION
   1. The Employer may terminate the Secondment with immediate effect without notice or payment in lieu of notice:
      1. on the termination of the Employment Contract as a result of the Secondee's gross misconduct, resignation or retirement;
      2. if the Host is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; or
      3. if the Host becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors; or
      4. if the Secondee is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of [NUMBER] days in any [52-week] consecutive period.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

* 1. The Host may terminate the Secondment with immediate effect without notice or payment in lieu of notice:
     1. on the termination of the Employment Contract;
     2. if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; [or]
     3. if the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors[.][; or]
     4. [if the Secondee is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of [NUMBER] days [in any [52-week] consecutive period].]

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such rights.

1. OBLIGATIONS FOLLOWING TERMINATION
   1. On termination of the Secondment howsoever arising the Employer shall procure that the Secondee shall (if the Host so requests):
      1. deliver to the Host all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during the Secondment and relating to the business or affairs of the Host or its clients, customers or suppliers and any other property of the Host which is in their possession, custody, care or control;
      2. irretrievably delete any information relating to the business of the Host stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Host; and
      3. confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause 12.
2. LIABILITY

The Employer shall [procure that the Secondee shall provide the Services with reasonable skill and care.

The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents)].

1. NOTICES
   1. Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:
      1. if delivered personally, at the time of delivery; and
      2. in the case of pre-paid recorded delivery at the date and time of recorded delivery.
2. ENTIRE AGREEMENT
   1. This Agreement [together with any documents referred to in it] constitute[s] the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.
   2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
   3. The only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement.
   4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
   5. Nothing in this Agreement shall limit or exclude any liability for fraud.
3. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1. THIRD PARTY RIGHTS
   1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
   2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
2. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland.

1. JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

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| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF THE EMPLOYER] |  | ....................  Director |
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| Signed by [NAME OF DIRECTOR] for and on behalf of The Queen’s University of Belfast |  | ....................  Director |
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