

**INTERNAL ONLY**  
**ISLHD PROCEDURE**  
**COVER SHEET**



**Health**  
Illawarra Shoalhaven  
Local Health District

<b>NAME OF DOCUMENT</b>	Secondment Procedure
<b>TYPE OF DOCUMENT</b>	Procedure
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<b>FUNCTIONAL GROUP OR HUB</b>	People Change & Governance
<b>NSQHS STANDARD</b>	Standard 1

<p><b>SUMMARY</b></p>	<p>The Secondment Procedure sets out the processes for the application and approval for secondments within ISLHD, the NSW government sector, and nongovernment sector bodies.</p>
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**COMPLIANCE WITH THIS DOCUMENT IS MANDATORY**

Feedback about this document can be sent to [ISLHD-Policies@health.nsw.gov.au](mailto:ISLHD-Policies@health.nsw.gov.au)

**1. POLICY STATEMENT**

Secondments are covered under the *Government Sector Employment Act 2013* (s 64), and more detail is provided in the *Government Sector Employment Rules* (Part 6). The GSE Act and GSE Rules apply to secondments between Illawarra Shoalhaven Local Health District (ISLHD), other government sector agencies and non-government sector bodies.

Whilst the GSE Act and GSE Rules do not technically apply to secondments within ISLHD, this is covered by NSW Health policy. The *NSW Health PD2015\_026 Recruitment and Selection of Staff to the NSW Health Service* provides that such secondments should be consistent with the relevant conditions set out in Part 6 (Rule 31) of the GSE Rules.

Secondments can assist in producing a more skilled and knowledgeable workforce, increase staff engagement, increase retention, and can help to fill short term vacancies or specific funded projects. Secondments provide an opportunity for employees to expand on their career and professional development, develop new capabilities, increase knowledge and skills, experience new areas of work, and enables new ideas to be brought into workplaces.

ISLHD supports secondments wherever reasonable and practicable, where the secondment:

- builds organisational capability through the structured development of the skills and knowledge base of ISLHD employees, thereby contributing to a more multi-skilled and productive workforce; and/or
- enables ISLHD to temporarily fill a vacancy in a critical role.

## **2. BACKGROUND**

The purpose of this procedure is to provide managers and employees with information on secondments, in order to ensure that a consistent approach to managing secondments is applied throughout ISLHD.

This procedure applies to permanent employees within ISLHD, including both full-time and part-time. It does not apply to temporary and casual employees, or to contractors.

### **Definitions:**

**Secondment** – a movement of an employee for a time limited period, up to a maximum period of 2 years, from one agency (the home agency) to a different agency (the host agency). The employee formally remains the employee of the home agency, with the day-to-day direction of work coming from the host agency. At the end of the secondment, the employee returns to their substantive position within the home agency (or to same grade that they were employed immediately before being seconded).

**Internal secondment** (technically known as an Intra-NSW Health Organisation Secondment) – a secondment within ISLHD.

**NSW government sector secondment** – a secondment between ISLHD and another NSW government sector agency. This includes secondments to or from another NSW Health organisation (such as another Local Health District), and Public Service organisations (such as the NSW Ministry of Health, the Department of Family and Community Services (FACS) etc.).

**Non-government sector secondment** – a secondment between ISLHD and a nongovernment sector body, which is limited to the following: a local council, a state owned corporation, a private sector entity, a Commonwealth government agency, or another State or Territory government agency, or a university.

**Delegate** – The position holder that has been provided authority to execute secondment decisions under the ISLHD Delegations Manual.

**Home agency** – the agency where the employee’s substantive position is. (Note: ISLHD is the home agency where an ISLHD employee undertakes a secondment within another agency).

**Host agency** – the agency where the employee is undertaking the secondment (Note: ISLHD is the host agency where an employee from another agency undertakes a secondment within ISLHD).

**Home department** – the department / work area where the employee’s substantive position is.

**Host department** – the department / work area where the employee is undertaking the secondment.

**Home manager** – the manager of the employee’s substantive position.

**Host manager** – the manager of the secondment position.

**Secondee** – the employee undertaking the secondment.

### **3. RESPONSIBILITIES**

#### **3.1 Employees will:**

- Request approval to undertake the secondment in accordance with established procedure.
- Maintain agreed frequency of contact with their home manager.
- Apply for an extension to the secondment period if applicable.
- Notify their home manager if not returning to their substantive position, with appropriate notice in line with the relevant Award.

**3.2 Managers will:**

- Seek approval from the Delegate for the employee to undertake the secondment.
- Negotiate the terms of the secondment with the secondee and the other agency, within approved parameters.
- Provide the secondee with an opportunity to return to their substantive position prior to permanently backfilling it.

**3.3 Delegates will:**

- Consider and approve/decline the request for secondment in accordance with the best interests of ISLHD, taking into account both current operational needs and future capability development, in line with delegated authority.

**3.4 Workforce Support will:**

- Process secondments internal to ISLHD.
- Assist managers to apply the Secondment policy fairly, consistently and in a supportive manner.

**4. PROCEDURE**

**1.1 General**

Secondments can be made:

- Within ISLHD (internal secondment)
- Within NSW Health and the broader NSW government sector (NSW government sector secondment)
- Within the non-government sector (non-government sector secondment)

Refer to Section 2 for definitions of the above secondment types.

**1.2 Initiating a Secondment**

Secondments are generally initiated by the host agency, as a method of responding to workforce needs. ISLHD may be the host agency or the home agency depending on the secondment arrangement. For example, ISLHD would be the host agency where the Ministry of Health was requested to release an employee to undertake a secondment within ISLHD. ISLHD would be the home agency where the Ministry of Health requested release of an ISLHD employee to undertake a secondment within the Ministry of Health.

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For NSW government sector secondments and non-government sector secondments, the head of the host agency would generally make a written request to the home agency Chief Executive or Delegate formally requesting the release of the employee to undertake the secondment. Discussions and negotiations would then occur to determine if the secondment will be approved, and the terms and conditions of the secondment.

ISLHD positions can be filled temporarily via secondment for over 13 weeks without advertising, in line with NSW Health *PD2015\_026 Recruitment and Selection of Staff to the NSW Health Service* (section 2.4). Where an ISLHD employee is identified as being suitable (in the absence of advertising), to be seconded into a position, the employee must be consulted, and given reasonable notice of the secondment. The employee must also be advised that they can request a review of the secondment within 10 business days of being notified. Rule 34 of the GSE Rules sets out the review process where an employee requests a review of such a secondment.

Development opportunities such as secondments can be discussed by managers and employees as part of the Personal Effectiveness and Development (PED) process. Should a secondment be identified, the employee must make a written application requesting approval to undertake the secondment. The Delegate's approval is discretionary, and an employee should not presume that an application for secondment will be approved.

### **1.3 Secondment Considerations**

This section only applies where ISLHD is the home agency.

Each application for secondment is considered on its merits, and whilst the decision is discretionary, the Delegate may have regard for the following:

- The operational needs of ISLHD (for internal secondments, this includes both the home and host departments);
- The long term staffing needs of ISLHD;
- The employee's development needs, based on their PED Plan;
- The potential to develop and enhance the employee's competencies as a result of the knowledge and experience likely to be gained in the secondment, including opportunities for mentoring and leadership development;
- The wishes of the employee;
- The length of the secondment (up to a maximum of 2 years);

- Any real or perceived conflicts of interest and other ethical considerations.

An employee cannot absent themselves from their substantive position or accept a secondment without prior approval of the Delegate.

#### **1.4 Declined Secondment**

This section only applies where ISLHD is the home agency.

The Delegate's approval of a secondment is discretionary. Secondments can be declined for a number of reasons, including operational requirements where it is considered that service delivery or service quality could be compromised. The manager should advise the employee of the Delegate's decision as soon as possible, providing reasons why the secondment was declined.

If a secondment is declined, the employee may appeal the decision. The procedures in *NSW Health PD2016\_046 Resolving Workplace Grievances*, or the dispute procedure in the relevant Award, should be followed. An employee cannot absent themselves from their substantive position or accept a secondment without prior approval of the Delegate.

If a secondment is declined, and the employee is interested in pursuing the opportunity, it is a personal option for the employee to resign from their substantive position in order to take up the secondment. In such a case, for an internal secondment, the employee would be taking on the position as a temporary contract, and their employment with ISLHD would cease at the end of the temporary contract. For a NSW government sector secondment or a non-government sector secondment, their employment would cease with ISLHD when they commenced the temporary contract.

#### **1.5 Secondment Negotiations**

The home and host managers, or more senior managers as appropriate, should liaise and negotiate the terms of the secondment. Any negotiations between the relevant managers of the home and host agencies should be within delegation or within approved parameters. Appendix 1 - Secondment Agreement provides a template incorporating the elements that need to be negotiated. The Secondment Agreement should be submitted to the Delegate for final approval.

### **1.6 Secondment Agreement**

The conditions of the secondment are negotiated by the relevant managers of the home and the host agencies. This should be in consultation with the secondee. The Secondment Agreement is to include the following:

- Period of the secondment – this should include the start date and finish date;
- Employer responsibilities during the period of the secondment, including which party is responsible for work health and safety matters;
- Project or work to be undertaken during the secondment;
- Financial responsibilities including remuneration and other arrangements in relation to employee entitlements, conditions and day-to-day management (refer to Payroll below);
- Obligations of the parties including with respect to confidentiality, conflicts of interest, copyright and intellectual property;
- Procedures to be followed on completion of the secondment;
- Circumstances in which the secondment may be terminated before the end of the secondment period, including the period of notice of termination to be given;
- Other matters as required, such as leave arrangements, performance assessment, frequency of communication.

Letters should be exchanged between the home and host agencies to advise that the secondment will be approved or declined. If the secondment is agreed and approved, the exchange of letters should include the Secondment Agreement, which outlines the terms and conditions of the secondment. The GSE Rules require that a copy of the Secondment Agreement is also provided to the secondee. Workforce Support and Finance should also be provided with a copy of the Secondment Agreement.

For internal secondments, if the secondee is being seconded to another department within ISLHD, the Secondment Agreement is not required, however the agreed terms of the secondment should be documented. For internal secondments that are managed via the recruitment process through e-Recruit, the host manager will be required to complete the necessary forms. For further information, refer to the People, Change & Governance *Guide: eRecruit – Secondments*.



### **1.7 Payroll**

It is to be negotiated whether the secondee will continue to be paid by the home agency or will be paid by the host agency. In most circumstances, the secondee will be paid via the payroll of the host agency (or the host department for internal secondments).

Where ISLHD is the home agency, the secondee should only continue to be paid by ISLHD in exceptional circumstances. Where this occurs, ISLHD will invoice the host agency for the secondee's salary plus on-costs. Where the secondee remains on ISLHD's payroll, Finance must be provided with details of the secondment in order to ensure that invoices are created and appropriate monies recouped from the host agency.

### **1.8 Secondment Pay and Conditions**

With the exception of non-government sector secondments (see below), the salary of the secondment position can be equal to, greater, or where the secondee consents, less than the secondee's substantive salary.

The employment conditions that apply during the secondment are those of the host agency, including the Award conditions applicable to the secondment position. Depending on the host agency and the position, this may be the same or a different Award that applies to the secondee's substantive position. The secondee is to comply with the policies of both the home and the host agency. Where there is any inconsistency, the policies of the host organisation should prevail.

All service during the secondment counts as service. Secondees can carry across any leave accruals from their substantive position, enabling them to take leave while in the seconded position. Any leave taken whilst on secondment is paid at the secondment position rate.

For a NSW government sector secondment, where ISLHD is the home agency, and the secondee is paid by the host agency, their leave accruals are suspended in StaffLink for the duration of the secondment. Leave accrued during the secondment is transferred from the host agency to ISLHD at the end of the secondment.

Different conditions apply to non-government sector secondments. Where an employee undertakes a secondment to a non-government sector body, they keep their existing conditions of employment and their existing level of salary (Note: a situation where an

employee takes leave without pay to temporarily work in a non-government sector body is not considered a secondment).

### **1.9 Maximum length of secondment – 2 years**

Under the GSE Rules, secondments can be for a period not exceeding 2 years. This 2 year maximum includes the initial secondment and any extensions to the secondment. The length of the secondment should be a factor to consider when negotiating and approving secondments, and when approving extensions to secondments.

Secondments cannot continue beyond 2 years. If a secondment has reached the maximum 2 year period, the secondment arrangement must cease, and the secondee must return to the home agency or the home department.

Where ISLHD is the home agency, if the employee is interested in continuing to pursue the opportunity beyond the 2 year period, as a temporary arrangement (as it would not be referred to as a secondment beyond the 2 year period), it is a personal option for the employee to resign from their substantive position. For a NSW government sector secondment or a non-government sector secondment, their employment would cease with ISLHD effective from their resignation date. For an internal secondment, the employee would cease their permanent employment with ISLHD to undertake the position as a temporary contract, and their temporary employment with ISLHD would cease at the end of the temporary contract.

### **1.10 Backfilling – Temporarily and Permanently** This

section only applies where ISLHD is the home agency.

It is at the Delegate's discretion whether to permanently fill (subject to certain conditions being met), temporarily backfill, or not to backfill the secondee's substantive position.

Under the GSE Rules, the secondee is entitled to return to ISLHD at the same work level at which they were employed immediately before being seconded. This means that the secondee does not necessarily need to return from secondment to their substantive position, provided that they return at the same grade they held immediately before undertaking the secondment. This means that a permanent appointment may be made to the secondee's substantive position, provided certain conditions are met.

The home manager / Delegate should consider a number of aspects when considering whether to permanently back fill the secondee's position, including full consideration of their financial responsibilities and their role in finding the secondee an alternative permanent position at the same grade when they return from secondment. The home manager is responsible for ensuring that the permanent backfilling is financially viable. Where the secondee's substantive position is been permanently backfilled, the home manager remains financially responsible for the secondee until they have been placed in a suitable permanent position. This responsibility of the home manager extends to

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financial and managerial impacts of *NSW Health PD2012\_021 Managing Excess Staff of the NSW Health Service*.

The secondee's substantive position can be permanently filled where:

- The secondment has continued or is likely to continue for more than 12 months; and
- The secondee is advised of the proposal to permanently fill their substantive position; and
- The secondee is given reasonable opportunity to end the secondment and return to their substantive position before any recruitment action is taken to fill it.

It is not appropriate to initiate permanent backfilling at the commencement of the secondment. It is possible to propose to permanently back fill after at least six months into the secondment (provided the above conditions are satisfied, including that the secondment is likely to continue for more than 12 months).

When the secondee is advised of the proposal to backfill their substantive position, the secondee may:

- Elect to end the secondment at this time and return to their substantive position; or
- Arrange to limit the secondment period, e.g. to 9 or 12 months only (at which time the employee would return to their substantive position); or
- Continue with the secondment for the total agreed period (this can be up to 2 years), allowing their substantive position to be permanently backfilled, and meaning they return to ISLHD at the same grade.

The secondee should be given 4 weeks to consider the proposal to backfill their substantive position. The secondee should provide their decision in writing. The reasonable opportunity for the secondee to end the secondment allows them time to consider whether to terminate the secondment in order to return to their substantive position.

If the secondee's substantive position is permanently backfilled, the person on secondment continues to be employed by ISLHD. At the conclusion of their secondment (up to a maximum of 2 years) the staff member would return to ISLHD. Upon their return, ISLHD should take steps to manage their return (refer also to 4.14 Return from Secondment). These steps include:

- Identification of a permanent position at the employee's substantive grade;
- Identification of a temporary arrangement at the employee's substantive grade, until a permanent position is identified;
- At the end of the temporary arrangement, or should an alternative permanent position not be available, the processes outlined in *NSW Health PD2012\_021 Managing Excess Staff of the NSW Health Service* apply.

### **1.11 Monitoring Secondments**

The secondee and the home manager should remain in contact during the secondment. The home and host managers should also remain in contact, monitor the secondment, and ensure that it does not extend beyond the agreed length, without the appropriate approval. Where it is proposed to extend the secondment (maximum total length is 2 years), this should be actioned before the initial approval expires, as the employee cannot continue in the secondment without approval.

### **1.12 Early end to Secondment**

The secondment agreement should specify the notice period required for the home or host agencies to cease the secondment early (e.g. 4 weeks). For example, where ISLHD is the home agency, should ISLHD cease the secondment early based on business requirements, such notice would need to be provided to the host agency and the secondee.

Unless the secondment agreement provides for different provisions, the secondee can make a written request to the Delegate to end the secondment and return to the home agency earlier than intended. The Delegate may consider a request for a secondee to return to their substantive position earlier than previously planned where circumstances have changed, however, the Delegate is under no obligation to meet this request.

### **1.13 Extension of Secondment**

The same process applies to extending secondments as applies to the initial secondment approval. A secondment may be extended if approved by the Delegate. This would require initial negotiation between the home and host manager, or more senior managers as appropriate. Any extension approved by the Delegate should be in writing, and form an amendment to the secondment agreement. However, the total length of the secondment must not exceed 2 years.

#### **1.14 Return from Secondment**

This section only applies where ISLHD is the home agency.

Secondees may return to their substantive position, but do not necessarily have to return to their substantive position. Under the GSE Rules, at the completion of the secondment the employee is entitled to return to ISLHD at the same work level at which the person was employed immediately before being seconded (refer to 4.10 Backfilling – Temporarily and Permanently).

Four weeks prior to completion of the secondment, the home manager should discuss with the host manager and the secondee the arrangements for the secondee to return to ISLHD. This will help to ensure a smooth transition back to the ISLHD.

Where the secondee is not returning to their substantive role, the home manager should play an active role in identifying a suitable role for the employee. The home manager should consider suitable roles or positions for the secondee to return to at the conclusion of the secondment and discuss this with the secondee. Among other factors, in identifying suitable roles for the secondee, it is appropriate to consider the capabilities required of different roles, the secondee's capabilities, the secondee's career preferences, and the staffing needs and business requirements of ISLHD. Where the secondee's substantive position has been permanently backfilled, the home manager remains financially responsible for the secondee until they have been placed in a suitable role on a permanent basis.

Whether the secondee is returning to their substantive role or an alternative role, the home manager (or new manager) should take the opportunity for the whole team to benefit from the secondment. When returning from a secondment, the secondee should be encouraged to share their new-gained knowledge and experience. This could be via a report or via a presentation to the team.

#### **1.15 Change Management**

This section only applies where ISLHD is the home agency.

If the secondee's substantive position changes during the secondment, the home manager should contact the secondee with respect to any possible impacts that the changes may have on their position.

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Regular communication should occur between the home manager and the secondee. The secondee should be invited to any meetings that are held, and be provided with any documentation in relation to the changes that are provided to other employees of the department. The processes outlined in the *NSW Health PD2012\_021 Managing Excess Staff of the NSW Health Service* apply.

**5. DOCUMENTATION**

Secondment Agreement

**6. AUDIT**

Not required

**7. REFERENCES**

*Government Sector Employment Act 2013* (section 64)

*Government Sector Employment Rules* (Part 6)

NSW Public Service Commission *G2016\_06 Mobility Guideline – Transfers and Secondments*

NSW Health *PD2015\_026 Recruitment and Selection of Staff to the NSW Health Service* (section 2.4)

*NSW Health PD2016\_046 Resolving Workplace Grievances*

*NSW Health PD2012\_021 Managing Excess Staff of the NSW Health Service*

**8. REVISION & APPROVAL HISTORY**

Date	Revision No.	Author and Approval
December 2001	0	Director, Human Resources, IAHS

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August 2004	1	Re-formatted and numbered by Manager, Systems Integration and content reviewed by HR Manager. Issued without change and approved by HR Director
December 2006	2	Former IAHS and SESAHS documents reviewed and merged by HR Consultant Approved by Director of Clinical Operations
December 2016	3	Redrafted as an ISLHD procedure Workplace Relations and Legal Manager Draft for comment December 2016



**9. APPENDIX 1 – Secondment Agreement Appendix 1 – Secondment Agreement**

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Secondment Agreement



**Health**  
Illawarra Shoalhaven  
Local Health District

This Secondment Agreement is designed to be used to record the arrangement under which a person is seconded between ISLHD and a NSW Government sector agency or a non-government sector body in line with section 66 of the *Government Sector Employment Act 2013*. This template agreement is from the NSW Public Service Commission G2016\_06 *Mobility Guideline – Transfers and Secondments*

**Parties**

**Employing Organisation:** [insert name] of [address]

**Host Organisation:** [insert name] of [address]

**Secondee:** [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 [Secondee] 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 Secondee. [Note: A secondment 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.

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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 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 Secondee 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 Secondee 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

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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 Secondee 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 Secondee 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 Secondee 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 four 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 Secondee 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 Secondee's manager at the Employing Organisation will consult with the Secondee about the role/work to which the Secondee will return in the Employing Organisation.

**14. Liability:** The Host Organisation will be responsible for the Secondee's work throughout the Secondment. The Employing Organisation and the Secondee will not be liable to the Host Organisation for, and the Host Organisation will not make any claim against the Employing Organisation or the Secondee in relation to, any of the Secondee's acts or omissions, other than an action based on the Secondee'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.

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**EXECUTION**

Executed as a Deed on [insert date]

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

.....  
Signature of Secundee      Signature of witness

.....  
Print name                      Print name of witness

.....  
.....  
Address

Signed, sealed and delivered by [insert name of the  
Delegate in the Employing Organisation] in the  
presence of:

.....  
Signature                      Signature of witness

.....  
Print name                      Print name of witness

Signed, sealed and delivered by [insert name of the  
Delegate in the Host Organisation] in the presence of:

.....  
Signature                      Signature of witness

.....  
Print name                      Print name of witness