Appendix 1 – Secondment Agreement

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|  [DATE] |
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| 1. UniverSITy of Limerick
2. HOST Company [INSERT NAME]
3. Employee [INSERT NAME]
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THIS SECONDMENT AGREEMENT made on [DATE]

BETWEEN

1. University of Limerick of Plassey, Limerick(the “**University**”);
2. [NAME OF COMPANY AND ADDRESS OF COMPANY] (the “**Host Company**”); and
3. [NAME OF EMPLOYEE AND ADDRESS] (the “**Secondee**”)

THE TERMS OF THE SECONDMENT AGREEMENT are as follows:

1. RETENTION & ACCEPTANCE
	1. The Host Company wishes to retain the services of the Secondee on a secondment basis for the purposes of [INSERT DETAILS OF SECONDMENT AND THE JOB TITLE] and to carry out the duties of the post as detailed in the Job Description attached in Appendix 2, for the Secondment Period upon the terms and subject to the conditions of this Agreement; and
	2. The University wishes to provide the Secondee to the Host Company upon the terms and subject to the conditions of this Agreement; and
	3. The Secondee accepts and agrees to their secondment to the Host Company upon the terms and subject to the conditions of this Agreement.
2. **SECONDED PERIOD**

2.1 This Agreement shall come into effect on the [INSERT DATE] and shall continue in full force and effect until the termination date of [INSERT DATE], unless terminated sooner in accordance with Clause 9 (*early termination*).

1. **SECONDED WORK LOCATION AND HOURS OF WORK**
	1. The Secondee’s work location will be [INSERT DETAIL].The seconded working hours will be [INSERT DETAIL***]*** per week (1 FTE) Monday to Friday.
2. Remuneration and benefits
	1. The University will continue to be responsible for payment of the Secondee’s salary and benefits for the duration of the Secondment Period. The salary payable to the Secondee during the seconded period is [INSERT ANNUAL SALARY]
	2. The Secondment Period will be treated as reckonable service for the purposes of the Secondee’s continuity of employment with the University and any employment benefits.
	3. The Secondment Period will be treated as reckonable service in accordance with rules of the University of Limerick Superannuation Scheme of which the Secondee is a member.
3. **TERMS AND CONDITIONS OF EMPLOYMENT**

5.1 The Secondee shall remain an employee of the University during the Secondment Period. The Secondee is not and shall not be an employee of the Host Company by virtue of any of the provisions of this Agreement.

* 1. The Secondee’s Contract of Employment shall remain in place during the Secondment Period and the terms and conditions of employment shall continue to apply to the Secondee. The Secondee expressly accepts and acknowledges that they remain bound by the Contract of Employment during the Secondment Period and that they shall adhere to all the University’s policies and procedures, written or otherwise. Any variations to these conditions are detailed herein.
	2. In light of the particular statutory provisions governing the Secondee’s continuing employment with the University, all Parties accept and agree that during the Secondment Period the Secondee shall continue to have access to and come within the scope of the University’s Human Resources Policies and Procedures. If during the Secondment Period, the Secondee engages in any acts or omissions, which in the opinion of the University would amount to misconduct and/or failure to adhere to the required standards of performance, the University may during the Secondment Period invoke its disciplinary procedure in line with Statute Number 4. If any such matters arise during the Secondment Period as between the Host Company and the Secondee then the Parties agree that the Host Company shall formally bring the documented issues (together with any relevant supporting documentation and data) to the attention of the University and shall provide such assistance in respect of the issues to the University who may, as the employer, manage and process the issue through their appropriate policies and procedures as they see fit.
	3. With the exception of the University’s Human Resources Policies and Procedures referred to in this secondment agreement, during the Secondment Period the Secondee accepts and agrees to be bound by the on-site working practices, policies and procedures applicable on site at the Host Company, some of which are detailed below:
		1. The Secondee is required to notify **[NAME OF MANAGER / NOMINEE]** of the Host Company no later than [INSERT TIME / PROCESS OF COMPANY] on any day rostered to work in the Host Company on which they are absent from work due to sick leave. The University Sick Leave Policies and Procedures continues to apply during the period of secondment.
		2. Annual Leave must be reported to **[INSERT NAME AND PROCESS DETAIL]** in advance of availing of same.
		3. Entitlements to public and statutory leave are in accordance with the Secondees contract of employment and the Organisation of Working Time Act 1997.
		4. Any concerns regarding the Secondees conduct and performance will be brought to their attention by the **[INSERT DETAIL]**of the Host Company and, if necessary, will be addressed in accordance with the University of Limerick’s Statute Number 4.
	4. If the Secondee require redress of any grievance related to their seconded employment, they should communicate their grievance in the first instance with their immediate line manager identified under the secondment arrangement and attempt to resolve the matter. Should the matter remain unresolved then the Grievance Procedure for the University will apply. The Host Company shall provide such assistance as is necessary to the University to enable it to address the matter in accordance with the University’s Procedure.
1. **HEALTH AND SAFTEY**
	1. During the term of the secondment the employer's duty of care will be the responsibility of the Host Company.
2. **CONFIDENTIALITY AND GDPR**
	1. The Secondee must not improperly disclose, during or following termination of employment or secondment, information gained in the course of their employment.
	2. Much of the University’s business and the Secondees work while on secondment will be confidential. It is a condition of the Secondees employment that they do not, during their employment or thereafter, without first obtaining the consent in writing of the University/Host Company (as appropriate), disclose to any person, firm or company, and that during their employment they use their best endeavours to prevent the publication or disclosure of, any confidential information of the University/Host Company (as appropriate) or any of its trade secrets, dealings or transactions whatsoever which have come, or may come to their knowledge, during their secondment or previously or otherwise. In addition, the Secondee must not bring to or use in the course of their secondment, any trade secrets, confidential information, intellectual property or software belonging to their previous employers or to any other third party, without the prior written authorisation of the University/Host Company (as appropriate) and such employers or third parties.
	3. The Host Company obtains and processes Secondee personal data for a variety of personnel administration and Secondee work and general management purposes, as outlined in the Staff Privacy Notice. The Host Company may also, from time to time, disclose such personal data to third parties, such as benefits providers, payroll providers etc., that provide products or services to the Host Company. The Host Company will not disclose personal data for any purpose incompatible with the General Data Protection Regulation (GDPR) and relevant legislation, unless it is required or authorised by law, authorised by the Secondee, or in the Secondee’s own vital interest (e.g., in the case of a medical emergency). Any personal information provided to the Host Company will be treated with the highest standards of security and confidentiality, in accordance with the GDPR and the Staff Privacy Notice. The Host Company will not process personal data for direct marketing purposes without prior consent. In signing this secondment agreement, the Secondee confirms that they have been furnished with a copy of the Host Company Staff Privacy Notice and that they have read, understood and accepted same. Please refer to Appendix 3 for a copy of the Staff Privacy Notice.
3. Protection of INTELLECTUAL PROPERTY
	1. “**Intellectual Property**” or “**IP** ” means any invention, improvement, patent, design, process, information, copyright work (including without limitation rights in and to technical processes, systems methods software design, algorithms, code scripts or other computer software) rights in databases, topography rights (whether capable of being patented or registered or not) or application to register any such right and any other intellectual property right of any nature whatsoever in any part of the world.
	2. “Intellectual Property Rights” means all Intellectual Property rights including, without limitation, copyright, moral rights, patents, trademarks, design rights and database right, know-how, confidential information and trade secrets and all other rights or forms of protection of a similar nature or having a similar effect to any of these other property rights, whether vested, contingent or future, which may exist anywhere in the world.
	3. Save for the provisions at Clauses, 8.4 and 8.5 below, the terms and conditions of the University’s official intellectual property policy (entitled *University of Limerick Intellectual Property Policy)* shall remain bindingon the Secondee.
	4. [Ownership of Background IP remains unchanged. For clarity Host Company Background IP includes IP licenced by the Host Company. “**Background IP**” means any Intellectual Property developed, owned, licensed to or otherwise controlled by a Party prior to the commencement date.]

**[OR]**

[No Background IP shall be introduced by the Secondee].

* 1. Any Intellectual Property Rights acquired, made, developed or discovered by the Secondee directly or indirectly during the Secondment Period in connection with or in any way affecting or relating to the business, confidential information or intellectual property of the Host Company shall belong to and be the absolute property of the Host Company and Parties accept and acknowledge that the provisions of the Host Company’s IP policy shall apply in respect of same.

[OR]

Any Intellectual Property Rights acquired, made, developed or discovered by the Secondee directly or indirectly during the Secondment Period in connection with relating to or in any way affecting or relating to confidential information or intellectual property of the University shall belong to and be the absolute property of the University and Parties accept and acknowledge that the provisions of the University’s IP policy shall apply in respect of same.

1. EARY Termination
	1. This Agreement may be terminated by any Party on the furnishing of six month’s written notice to the other Parties and without prejudice to any remedy which any Party may have against any other Party to the Agreement arising from the breach or non-performance of any of the provisions of this Agreement, if, at any time hereafter:

(a) Any Party commits a breach of its obligations under this Agreement which breach is (in the reasonable opinion of any other Party) material and, where such breach is (in the reasonable opinion of that other Party) capable of remedy, fails to remedy that breach within 30 days of having been given notice by the other Party to remedy that breach; or

(b) the Secondee ceases to be employed by the University.

1. Termination of Agreement:
	1. Upon the termination of this Agreement by either
		1. the conclusion of the Secondment Period,
		2. failure to enter into a further secondment agreement at the expiration of this secondment period
		3. in accordance with Clause 9.1 (a) (*early termination*)

the Secondee will return to employment with the University as per the terms of their contract of employment (noting Section 4.5 of the Secondment Policy).

**The Parties hereby irrevocably accept the terms of the University Secondment Policy and Procedure and the terms and conditions set out in this secondment agreement.**

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| SIGNED for and on behalf of UNIVERSITY OF LIMERICKBy: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Title: Director, Human Resources Division: Human Resources** |  |  |
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| SIGNED for and on behalf of the **HOST COMPANY**By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**SIGNED by EMPLOYEEUNIVERSITY OF LIMERICKBy: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Title:** **Division/Department/School:**  |  |  |
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| Appendix 2 – Job Description [INSERT Job Description]**Appendix 3 – Staff Privacy Notice** [INSERT DETAIL IF APPLICABLE] |  |  |
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