REMOVE ALL ORANGE TEXT BEFORE PRINTING  
GENERAL NOTES CONCERNING SECONDMENT AGREEMENTS

1. A Secondment Agreement is to be made between external organisation and the Director or Deputy Director State Service Management Office.
2. A person entering a Secondment Agreement on behalf of the organisation or the Agency must have the legal authority to do so.
3. Secondment Agreements should be signed by all the parties involved before forwarding to the State Service Management Office for signature.
4. Secondment Agreements are to be be forwarded to the State Service Management Office within reasonable time prior to the commencement of the Secondment Arrangement.

(This note does not form part of the Agreement and should be removed from the printed document)

|  |  |
| --- | --- |
|  | SECONDMENT ARRANGEMENTSecondment of a State Service employee to an organisation outside the State Service Section 46(1)(b) *State Service Act 2000* |
| Registered name of the external organisation the person is to be seconded *to* | AGREEMENT made  this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_  **between**  \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_ State Service Management Office **AND**  [external organisation name ] (hereinafter ‘the Organisation’). |
| Department the person is being seconded *from*  Employee being seconded | **Other parties:**  Secretary, Department of [Department name]  (hereinafter ‘the Agency’).  [full name of the person being seconded]  (hereinafter ‘the Secondee’). |
|  | Purpose  This Secondment Agreement is an arrangement for the purpose of facilitating certain person(s) employed pursuant to the provisions of the *State Service Act 2000* (the Act) within the Agency, being seconded pursuant to section 46(1)(b) of the Act, to [the Organisation].  The Director, State Service Management Office is satisfied that the Secondment Agreement is in the public interest.  It is the intention of the parties to be legally bound by the terms of this agreement. |
|  | Contents of secondment agreements  Without limiting the generality of the forgoing, the following matters must be included as a minimum when preparing a Secondment Agreement. |
|  | 1. The secondment will start on [date] and end on [date] (hereinafter called ‘the Secondment Period’); |
|  | 1. The Secondee will work on a [full-time/part-time] basis for [00] hours per fortnight during the Secondment Period’; |
|  | 1. The Secondee will undertake the duties of [title] during the Secondment Period’; |
|  | 1. The Secondee will be subject to the control and direction of [the  Organisation] and will be required to observe the conditions of employment and any other legislative requirements applicable to [the Organisation] during the Secondment Period’; |
|  | 1. The Secondee’s Secondment Period shall be deemed to be service for the purpose of the *Long Service Leave (State Service Employees) Act 1994,* pursuant to section 46(3) of the Act; |
| MUST DELETE Clause 6 if employee IS NOT a member of RBF Contributory Scheme – commonly known as ‘Defined Benefits’ | 1. The Secondee shall be treated as being a contributor for the purposes of the *Public Sector Superannuation Reform Regulations 2017* and contributions will be as per Regulation 112 of these Regulations; |
| MUST DELETE paragraph 7(b) if employee IS a member of RBF Contributory Scheme (Clause 6 satisfies Section 46(4)(b) of the Act). | Describe the responsibilities of the organisations during the secondment period for superannuation - Amend clause 7 as required.   1. [the Organisation] agrees:   [Examples:   1. The salary to be paid to the Secondee [award classification including level and grade and the title of the award/agreement] during the Secondment Period; 2. The payment of the Secondee’s superannuation contributions during the Secondment Period into an approved superannuation fund, being [appropriate superannuation fund details]; 3. The payment of payroll tax that is payable in respect of the Secondee’s salary and employee superannuation contributions; 4. Workers’ compensation coverage for the Secondee; and 5. Payment of all the Secondee’s annual leave and sick leave accrued and taken during the Secondment Period.] |
|  | 1. The Secondment Agreement may be terminated prior to its expiry date as follows: 2. By the Secondee resigning his or her employment with the State Service; or 3. By the Organisation on the basis of misconduct, unsatisfactory performance or due to operational requirements; or 4. By any one of the parties upon giving 14 days’ notice to the other parties; or 5. As otherwise agreed by the parties. |
|  | 1. On the expiration of the Secondment Agreement, the Secondee will be entitled to recommence duties in a [full-time/part-time] capacity as [title, award classification including salary, level and grade, award/agreement and location] with the Agency. 2. The terms and conditions of this Secondment Agreement may be varied with the written agreement of all parties. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Signing page**  Please ensure the Secondment Agreement is signed by the Organisation’s Chief Executive Officer or Authorised Officer, Agency Secretary and Secondee before submitting to the State Service Management Office. | | |
| Leave date blank for SSMO to complete | Dated: |  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  State Service Management Office | )  ) | ……………………………………………… |
|  | [Chief Executive Officer or Authorised Officer], [the Organisation] | )  ) | ……………………………………………… |
|  | **Other parties to this agreement:** |  |  |
|  | [Secretary], [the Agency] | ) | ……………………………………………… |
|  | [Secondee] | ) | ……………………………………………… |