[Naam inlenende organisatie]

Attn. [Initialen] [optioneel: tussenvoegsel] [achternaam]

[straat] [huisnummer]

[postcode][plaats]

[optioneel: land van herkomst]

DATE OUR REFERENCE NUMBER YOUR REFERENCE NUMBER

21-12-2023

EMAIL TELEPHONE APPENDICES

 (020) 59 0

Regarding: Secondment agreement

The undersigned:

The VU Amsterdam Foundation, with its registered office in Amsterdam, 1081 HV at De Boelelaan 1105, represented in this matter by [NAAM], Director of operations [NAAM FACULTEIT] > OF Director of Service Department [NAAM DIENST], hereinafter to be referred to as: the **Supplier**

and

[NAAM INLENENDE ORGANISATIE], in the present matter duly represented by [NAAM], [FUNCTIE], hereinafter to be referred to as: the **Recipient**

whereas:

* [NAAM GEDETACHEERDE], hereinafter to be referred to as: the **Seconded Employee**, born on [DATUM] who has an employment contract with the Supplier;
* both the Supplier, the Recipient and the Seconded Employee have an interest in the secondment of the Seconded Employee to the Recipient;
* parties have consulted about the matter and have reached an agreement which will now be established in this document;
* the Seconded Employee is aware of the arrangements for this secondment and has signed this document in confirmation of having read and understood its contents.

declare to have agreed as follows:

**Article 1 Duration and termination**

1. The Seconded Employee will be seconded by the Supplier to the Recipient effective from date [X] until date [X] for [X] FTE.
2. The secondment may be prematurely terminated if one of the parties so desires. Termination then takes effect one month after the other party has been informed in writing.
3. If both parties agree, they may deviate from the period of one month mentioned in the previous paragraph.
4. The secondment ends in any case automatically on the date on which the Seconded Employee's employment contract with the Supplier ends.
5. The Supplier is not required to replace the Seconded Employee upon termination of the secondment.

**Article 2 Duties and responsibilities**

1. The Seconded Employee’s work for the Recipient will be done in the context of [FUNCTIE/PROJECT/ETC].
2. The Recipient agrees to inform the Seconded Employee about the following prior to or at the commencement of the secondment: working hours and presence, the name and position of the Seconded Employee’s responsible supervisor while conducting work for the Recipient, the procedure for reporting illness and the relevant guidelines, instructions and other information needed in the opinion of the Recipient for proper performance of the Seconded Employee.
3. During the secondment, the Seconded Employee will work under the authority of the Recipient and is required to comply with applicable local rules and customs as communicated to him/her and compatible with his/her legal status as an employee of the Supplier.
4. Holiday and other leave entitlements of the Seconded Employee with regard to work done for the Recipient are to be dealt with directly in consultation between the Seconded Employee and the Recipient. Holiday leave accrued during the period of secondment is to be taken during the period of secondment. All holiday leave not taken in this period will be charged to the Recipient.
5. The legal position regulations of the Supplier apply to the Seconded Employee during the secondment and the board of the Supplier is the competent authority with regard to any decisions that affect the Seconded Employee’s legal status.

**Article 3 Liability and insurance**

1. The Recipient indemnifies the Supplier against any damages to the Recipient, third parties, or the Seconded Employee, that have arisen through the actions or negligence of the Seconded Employee in the context of work performed by the Seconded Employee, unless the Recipient can show that they have taken into account the obligation as intended in Article 7:658(1) of the Dutch Civil Code, or that the damage is to a significant degree the result of intent or wilful recklessness on the part of the Seconded Employee.
2. The Recipient arranges for the necessary insurances to be taken out on behalf of the Seconded Employee.

**Article 4 Payment of salary and reimbursement of secondment expenses**

1. The Supplier shall ensure payment of salary and any other applicable benefits to the Seconded Employee during the period of secondment.
2. As remuneration for the secondment, the Recipient shall pay the Supplier the amount of €[SUPERBRUTO BEDRAG] excluding VAT per month OR for the entire period.

This consists of the following expenses (if applicable pro rata for FTE):

* the gross salary for the hours worked, in accordance with the Collective Labour Agreement (CAO) for Dutch universities, including holiday allowance and year-end bonus;
* any compensations paid to the Seconded Employee for travel expenses to and from the Recipient’s place of employment and any applicable working from home allowance in the context of the secondment.
1. The previously mentioned amount can be adjusted in the event that legal measures, general Collective Labour Agreement increases and/or incremental salary increases warrant this.
2. The applicable VAT rate shall apply to the compensation mentioned in the second paragraph of this article.
3. The Supplier is responsible for the payment of social insurance contributions, PAYE tax and, if applicable, VAT in relation to the secondment. The Supplier indemnifies the Recipient against potential claims in this context and shall take all statutory steps prescribed in this regard.
4. The compensation mentioned in the second paragraph of this article shall be invoiced to the Recipient by the Supplier at the end of every three months. The Recipient shall pay the Supplier’s invoice within one month of receipt.
5. Incidental expenses made by the Seconded Employee on request or with the explicit consent of the Recipient and which are not covered by the compensation mentioned in the second paragraph shall be reimbursed to the Seconded Employee by the Supplier and shall be invoiced to the Recipient by the Supplier. The Seconded Employee must supply original receipts and invoices for reimbursement.

**Article 5 Occupational disability, pregnancy leave, maternity leave and parental leave**

1. In case of illness and recovery, the Seconded Employee shall immediately report to both the Supplier and the Recipient according to the applicable rules.
2. In case of illness or occupational disability on the part of the Seconded Employee, the Supplier shall endeavour to encourage the speediest possible resumption of work or reintegration, preferably with the Recipient, with due regard for the applicable statutory provisions. The Seconded Employee and the Recipient shall provide the fullest possible cooperation during this process.
3. In the event that the Seconded Employee becomes occupationally disabled, the Recipient is financially responsible for the payment of the first month of disability. If the period of disability is greater than one month, the Supplier shall claim no expenses from the Recipient for that period, or in the case of partial resumption of work, a partial claim for expenses will apply.
4. If the illness or occupational disability of the Seconded Employee is the result of a breach by the Recipient of the obligations mentioned in Article 7:658 of the Dutch Civil Code, then the Recipient is liable for all costs involved in payment of salary during illness as well as all other related costs, including reintegration expenses, and must reimburse these costs to the Supplier.
5. Salary expenses during absence due to pregnancy leave or maternity leave shall not be charged to the Recipient.
6. If the Seconded Employee has indicated during the secondment that he/she wishes to make use of parental leave, further consultation will take place between the Supplier and the Recipient on the consequences for the secondment as soon as possible.
7. In the case of absence of the Seconded Employee due to illness (or in case of pregnancy leave, maternity leave or parental leave, if applicable), the Supplier shall not be obliged to provide the Recipient with a replacement.

**Article 6 Confidentiality**

1. The Seconded Employee is obliged to observe confidentiality with regard to information received by virtue of his or her work for the Recipient, to the extent to which such obligation is imposed explicitly or arises from the nature of the case.
2. The obligation as referred to in the first paragraph of this article remains in force after the secondment has ended.

**Article 7 Intellectual property rights**

1. The knowledge and intellectual property rights that result from work done for the Recipient are the property of the Supplier with the exception of copyright on work done by the Seconded Employee in scientific publications and books, which are the property of the Seconded Employee.
2. All documents, data carriers and other products or products related to and/or resulting from the work performed by the Seconded Employee in the context of the secondment shall be the property of the Supplier and shall be transferred to the Supplier at the termination of the secondment, if applicable.
3. If work is to be conducted for the Recipient during the period of validity of this agreement and it is known upon commencement of this agreement that prior knowledge and/or intellectual property rights are associated with one of the parties, then an overview of this knowledge and/or these rights shall be included as an appendix to this agreement. Said knowledge and/or intellectual property rights remain the property of the party supplying them.
4. The results of the work performed for the Recipient shall be made available to the Supplier for scientific research and teaching and for scientific publications.
5. The relationship between the Supplier and the Seconded Employee with regard to intellectual property rights is also governed by the ‘VU Amsterdam Knowledge Exploitation Regulations’ that are in force at the Supplier.

**Article 8 Choice of applicable law and forum**

This secondment agreement is subject to Dutch law. The Dutch court is competent to hear disputes with respect to this agreement.

Agreed, and made out in triplicate and signed in Amsterdam on 21 December 2023.

VU Amsterdam Foundation,

on its behalf: [NAAM], Director of operations [NAAM FACULTEIT] > OR Director of Service Department [NAAM DIENST]

[NAAM INLENENDE ORGANISATIE]

on its behalf: [NAAM], [FUNCTIE]

The Seconded Employee: [NAAM]

seen by: