**Example of a secondment agreement in English**

*(This document serves solely as an example, and it is recommended that you always seek specific advice for your situation)*

**Secondment Agreement**

Between

[Insert company name]

[Insert company address]

[Insert company registration (“CVR”) number]

(hereinafter referred to as the ”Company”)

and

[Insert name of employee]

[Insert address]

[Insert civil registration (“CPR”) number]

(hereinafter referred to as the ”Employee”)

(jointly the ”Parties” and individually the ”Party”)

the following Secondment Agreement (hereinafter referred to as the ”Secondment Agreement”) concerning the Employee’s employment with the Company has been entered into.

# **COMMENCEMENT AND PLACE OF WORK**

* 1. The Employee is seconded from [insert date] to [insert date] (hereinafter referred to as the "Secondment Period") as [insert title].

*Alternative in case of project employment*: The Employee is seconded from [insert date] as [insert title] to perform [insert project description]. The secondment will end upon the completion of the project, expected [insert date].

* 1. The Employee is seconded to [insert name of the company, address, and CVR number] (hereinafter referred to as the "Host") in [insert country] (hereinafter referred to as the "Host Country").
	2. The place of work is located at the Host's premises, [insert address].
	3. The secondment will terminate without further notice from either Party on the date specified in clause 1.1, unless no later than 3 months before the aforementioned termination date an extension of the Secondment Agreement is agreed in writing between the Parties.
	4. The Secondment Agreement constitutes an addendum to the employment contract dated [insert date] entered into between the Parties (the "Employment Contract").

* 1. The Employee has been employed by the Company since [insert date], most recently as [insert title]. The Employee accrues seniority in his/her employment with the Company during the Secondment Period, in accordance with the Employment Contract, and the Employee's seniority and other rights accrued with the Company are maintained during the Secondment Period.
	2. During the secondment, the Employee remains covered by the Managers’ Agreement (in Danish: “Lederaftalen”) and continues to accrue seniority under this agreement during the Secondment Period.
	3. [If within the EU/EEA: [Host Country] has established a central national website in accordance with the Posting of Workers Directive (in Danish: “udstationeringsdirektivet”), which can be found at the following site [insert link to the host country's central national website].
1. **WORK PERMIT, ETC.**
	1. The secondment will only take effect if the necessary permits/certificates, etc., for the Employee and his/her accompanying family are obtained and approved before the commencement of the Secondment Period, including, but not limited to, residence and work permits.
	2. If it is not possible to obtain the necessary certificates, etc., the Secondment Agreement will lapse, and the Employee is entitled to continue in his/her previous position in the Company on the same terms of employment as stated in the Employment Contract.
	3. The Company is responsible for assisting in obtaining the necessary permits/certificates, etc., for the secondment for the Employee [and his/her accompanying family].
	4. The Company will cover all costs related to the above, as well as any necessary vaccinations for the Employee [and his/her accompanying family].
2. **RESPONSIBILITIES AND DUTIES**
	1. During the secondment, the Employee will be responsible for [insert description of the Employee's tasks and responsibilities].

* 1. Attached as **Appendix 1** is a job description detailing other tasks and responsibilities.
	2. During the Secondment Period, the Employee will report to [insert position or name of the Employee’s immediate superior].
1. **SALARY AND PENSION**
	1. During the Secondment Period, the Employee's monthly gross salary is [insert amount].
	2. The salary is paid monthly in arrears by [the Company] on the last working day of the month to an account designated by the Employee [in Denmark].
	3. Any salary adjustment will occur annually, effective from 1st [insert month]. A salary review meeting will be held in the preceding month with [insert name of immediate superior], the first time in [insert year].
	4. In addition to the salary, a pension contribution of [insert percentage] per cent will be paid. The pension contribution is paid into [a pension scheme with PFA Pension/at the Employee's choice].
	5. [If the Employee is covered by a bonus agreement: In addition to the salary agreed in clause 4.1, the Employee will receive an [annual/quarterly] [bonus/commission] on the terms specified in a separate agreement. The bonus amount is part of the Employee's usual and foreseeable salary and is also included in the calculation of the pension. The bonus scheme is covered by section 17(a) of the Danish Salaried Employees Act (in Danish: “funktionærloven”).
2. **WORKING HOURS**
	1. The Employee's weekly working hours are [37] hours, excluding lunch. There is no maximum working time associated with the position, and consequently, some overtime/extra work is to be expected. The Employee organizes his/her own working hours. [However, it is agreed that working hours will be within the time frame of [X to X] on weekdays.]
	2. No separate remuneration is provided for overtime/extra work, as the agreed salary for the Employee takes into account any overtime.
	3. [Alternative: Work beyond [number] hours per week must be compensated/taken as time off in lieu. Time off in lieu is calculated 1:1.] [Alternative: Working hours exceeding x hours per week are considered overtime/extra work and are compensated at x DKK per hour.]
3. **MOBILE PHONE AND COMPUTER**
	1. During the Secondment Period, the Company will provide a mobile phone for the Employee and cover all usual expenses associated with it. The Employee may also use the mobile phone for private purposes.
	2. The Company will provide a laptop with necessary equipment for the Employee at the Employee's private address in the Host Country. The laptop may be used for both work and private purposes. The Company will also cover the costs of internet connection and access.
4. **COMPANY CAR**
	1. [If the Employee is to be provided with a company car: The Company will provide a company car for the Employee, with a maximum acquisition cost of DKK [insert amount]. The Company will cover all expenses related to the acquisition and operation of the car, including service, maintenance, and fuel consumption.]

[In countries (outside the EU) where an international driving license is required: The Company will arrange for an international driving license for the Employee before the secondment and will cover the cost related hereto.]

1. **LANGUAGE TRAINING, CROSS-CULTURAL TRAINING, AND ADDITIONAL EDUCATION**
	1. The Company will provide necessary language training for the Employee [and his/her accompanying family], both before and during the secondment, and cover all associated costs.
	2. The Company will ensure that the Employee [and his/her accompanying spouse or partner] participates in a cross-cultural training program before the secondment and cover all associated costs.
	3. The Company will ensure that the Employee receives the necessary additional education for the work and cover all associated costs.
2. **FAMILY ALLOWANCE**
	1. The Company will provide a monthly allowance of [amount] DKK to the accompanying spouse or partner and [amount] DKK to each accompanying child. The allowance is paid together with the salary.
	2. The Company will cover the enrollment fee, school costs, books, uniforms, transport, etc., for the Employee's accompanying children, as well as childcare costs during the Secondment Period.
3. **HOUSING**
	1. During the Secondment Period, the Company will provide furnished [or unfurnished] accommodation of appropriate size and standard for the Employee and his/her accompanying family.
	2. If the accommodation mentioned in clause 10.1 is not available by the start of the Secondment Period at the latest, the Company will cover hotel accommodation in the Host Country. If the Employee's home is not ready for occupancy upon return, the Company will also cover hotel accommodation in Denmark.
	3. The Company will cover rent and all utility costs, including but not limited to heating, insurance, electricity, water, cable, etc., for the accommodation mentioned in clause 10.1. [Optionally: A specification detailing housing costs is attached As **Appendix 2** to the Secondment Agreement,]
4. **TRAVEL TO AND FROM THE HOST COUNTRY**
	1. The Company will cover all necessary expenses for travel to and from the Host Country in economy class for the Employee and his/her accompanying family, including moving costs.
	2. If the secondment is terminated before the end of the Secondment Agreement, either due to the Employee's or the Company's termination, regardless of the reason, the Employee [and his/her accompanying family] is also entitled to paid return travel
	3. In the event of termination of the employment relationship due to breach by either Party or the Host, the Employee and his/her family are entitled to paid return travel from the Company.
	4. The Employee and his/her accompanying household are entitled to two paid flights (round trip) between the Host Country and Denmark each year from [insert year].
5. **EXTRAORDINARY TRAVEL TO AND FROM THE HOST COUNTRY**
	1. In accordance with clause 11, in the event of death or life-threatening illness in the immediate or accompanying family's immediate family, the Employee and his/her accompanying family are entitled to extraordinary paid return travel, which includes the Employee's and accompanying spouse's/partner's children, siblings, parents, and grandparents. This also applies in cases where the Ministry of Foreign Affairs advises leaving the Host Country, for instance in the event of an epidemic, war, civil war, unrest, or similar conditions.
6. **TRAVEL AND REPRESENTATION EXPENSES**
	1. The Company will provide a credit card for the Employee's travel and representation expenses in connection with the Employee's work in the interest of the Host/Company.
7. **INSURANCE**
	1. The Company will cover all necessary expenses for insurance coverage for the Employee [and his/her accompanying family] throughout the Secondment Period. Such expenses include at least the following:

a) Liability and accident insurance, including leisure accident insurance, for the Employee and his/her accompanying family, covering in the event of death or disability.

b) Health insurance for the Employee and his/her accompanying family, covering all expenses for doctors, dentists, hospital stays of Western European standard, as well as medicine, medical and repatriation transport, and repatriation of remains.

c) Baggage and household insurance covering the Employee's and his/her accompanying family's baggage during travel to and from the Host Country and household goods during the secondment.

d) Life insurance for the seconded Employee and his/her accompanying family.

e) Any mandatory insurance in the Host Country.

* 1. It is a condition for the Secondment Agreement to take effect that the Company takes out the above-mentioned insurance.
	2. Before departure, the Company will provide the Employee with the insurance policies.
1. **SOCIAL SECURITY**
	1. The Company will ensure that during the Secondment Period the Employee is covered by the social security regulations in Denmark. [Outside the EU/EEA: The Company will also ensure that throughout the Secondment Period the Employee is covered by the Company's occupational injury insurance]. Any losses the Employee may suffer due to lack of social security coverage will be covered by the Company.
2. **TAX MATTERS**
	1. During the Secondment Period, the Company and the Host must comply with the applicable tax legislation in Denmark [and the Host Country], including the obligation to withhold and report tax on salary income and other benefits that the Employee may receive during the Secondment Period, as well as withholding any contributions and levies.
	2. Both before, during, and after the Secondment Period the Company will cover the Employee's expenses for assistance from [tax advisor/accountant] in connection with the Employee's tax returns in Denmark and the Host Country.
3. **HOLIDAYS**
	1. During the Secondment Period, the Employee is entitled to holidays in accordance with the Danish Holiday Act (*ferieloven*).
	2. [Optionally: During the secondment, the Employee is entitled to additional holidays (*feriefridage*) in accordance with the Employment Contract.]
	3. When planning and taking holidays and additional holidays, the Employee must contact [insert name of contact person].
	4. The Employee is entitled to paid leave on national holidays and days off in the Host Country.
	5. The Employee is not entitled to paid leave on Danish holidays and days off, and such days are considered normal working days for the Employee.
	6. The Employee is entitled to paid leave on the first and second day of a child’s illness.
4. **SICKNESS**
	1. The Employee is entitled to full salary during sickness. In the event of sickness, the Employee must notify [insert name of immediate superior] as soon as possible and no later than [insert time] on the first day of absence.
	2. Upon the Company's request the Employee is required to provide proper documentation of his/her sickness.
5. **PREGNANCY AND MATERNITY LEAVE**
	1. During the secondment, in accordance with the terms of the Employment Contract, the Employee is entitled to full salary during leave in connection with pregnancy and childbirth.
6. **TERMINATION OF THE SECONDMENT**
	1. The Employee and the Company may terminate the Secondment Agreement at any time with the notice periods specified in the Employment Contract, [optionally: however, the notice period from the Company's side during the secondment is extended by [3] months and from the Employee's side by [1] month].
	2. The termination of the Secondment Agreement by the Employee or the Company does not constitute a termination of the Employment Contract.
	3. If the secondment is terminated by either Party, the Employee and his/her accompanying family are entitled to return travel to Denmark on the terms specified in clause 11.
7. **RETURN TO DENMARK**
	1. After the termination of the Secondment Agreement, the Employee is entitled to resume the position that he/she held before the secondment or, at a minimum, another equivalent position.
	2. The Employee has the option to reject the job offer, in which case it will be considered a termination of the employment by the Company in all respects, and the notice rules in the Employment Contract will apply.

* 1. If upon return it is not possible to find another suitable position, the termination of the Employment Contract will take effect no earlier than at the time of the Employee's return to Denmark, and the Employee is entitled to be released from his/her duty to work during the entire notice period. In addition, the Employee is entitled to an extraordinary compensation equivalent to [3] months' salary calculated in accordance with section 2(a) of the Danish Salaried Employees Act. Such compensation does not affect the Employee's potential claims for additional compensation, including compensation in accordance with sections 2(a) and 2(b) of the Danish Salaried Employees Act, executive compensation (*ledergodtgørelse*), or compensation in accordance with other legislation.
1. **CONFIDENTIALITY**
	1. During and after the Secondment Period, the Employee is obliged to maintain confidentiality regarding everything that he/she learns in connection with the performance of his/her work, unless it concerns matters that, by their nature, must be disclosed to third parties.
	2. Breach of confidentiality constitutes a material breach of this Secondment Agreement and the Employment Contract.
2. **SECONDARY EMPLOYMENT**
	1. During the Secondment Period, unless the Company/Host's consent is obtained prior to the commencement of any secondary employment, the Employee is not entitled to take on any paid or unpaid secondary employment that may be deemed directly or indirectly detrimental to the Company/Host's business.

1. **DISPUTES, CHOICE OF LAW, AND JURISDICTION**
	1. Any disputes or disagreements arising from the employment relationship and/or the Secondment Agreement shall be resolved at the Employee's home court as the first instance.
	2. Danish law, including but not limited to the Holiday Act, the Danish Salaried Employees Act, and the Managers’ Agreement, applies to the Secondment Agreement.
	3. Foreign employment law rules only apply to the extent required by mandatory legislation in the Host Country.
2. **SIGNATURES**

This Secondment Agreement is signed in 2 identical copies, one for each Party.

For [insert Employee's full name] For [insert Company's full name]

Date: Date:

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Name: Name: [insert title]

**Appendix 1 - Job Description**

[insert job description, for instance as below]

|  |  |
| --- | --- |
| Title | [Insert job title] |
| Department | [Insert department name] |
| Reporting to | [Insert name of the immediate superior to whom the Employee will report] |
| Purpose of the position | [Insert the purpose of the position or success criteria for the position] |
| Responsibilities | [Insert a description of what the Employee is responsible for in the organization] |
| Tasks | [Insert a description of the specific tasks which the Employee will perform, for instance tasks related to customers, sales, communication, marketing, etc.] |
| Budget responsibility | [If the Employee is to have budget responsibility: Insert a description of the budget which the Employee is responsible for and the amount the Employee can commit the Company to without prior approval] |
| Personnel responsibility | [If the Employee is to have personnel responsibility: Insert a description of the Employee's personnel responsibility, including a description of who and how many employees the Employee's personnel responsibility covers] |
| Competence | [Insert a description of the types of decisions the Employee can make independently (for instance regarding purchases, binding prices, employees) and which decisions the Employee must have approved – and who must approve them] |
| Collaborative relationships | [Insert a description of who the Employee will collaborate with most in the organization and where the interfaces are] |
| Professional qualifications | [Insert a description of the professional qualifications required for the position] |
| Personal qualifications | [Insert a description of the personal qualifications/competencies required for the position] |
| Prepared on | [Insert date of preparation of the job description] |