**University of XXX** with its registered office in XXX *(insert address),* represented by XXX, the Vice-Rector of the University of XX,

here in after referred to as the “**Home Entity**”

and

**XXX** *(name of the host entity),* incorporated under the laws of XX under the VAT registration number xxx, having its registered office at *(insert address),* and hereby duly represented by XXX acting as Executive Director,

hereinafter indicated as “Host Entity”

and

***Name of the seconded person*,** hereinafter indicated as “**Secondee**”, ID/ Passport no: XXX, *insert address*

in the following text of this Agreement, the Home Entity, the Host Entity and Secondee also referred to separately as the ”**Party**“ or jointly "the **Parties**“.

concluded the following:

**SECONDMENT AGREEMENT**

**Preamble**

Given that *name of the host entity* is a *insert* *brief description of the entity and its activities.*  The *name of the host entity*  is a Project Partner of Horizon Europe project “Accelerating ERA by Sharing Unique Talents for healThy Life and Environment” (here in after: ERA SHUTTLE), Grant Agreement 101120502. Given that **University of XXX** is an institution of higher learning, and it offers education in nearly all fields of academic knowledge. The university is a Project Partner in the ERA SHUTTLE project. It is currently one of the most modern academic centres in Poland, and given that the **Secondee** is employee of the University of XXX and works as *insert a role of the secondee in the university*, the Parties agree to conduct an intersectoral Secondment within the project ERA SHUTTLE.

1. **General Terms**

* 1. **Research support staff (RSS):** an individual who provides assistance, coordination, and support services to researchers, scientists, academics, or research teams within an organization, such as universities and research institutes with a minimum of 6 months experience in the R&I field documented by an employment history of minimum 6 months at the University.
  2. **Secondment:** a period during which a Secondee is hosted by an entity (Host Entity) other than his/her employing institution (Home Entity).
  3. **Secondment Plan:** the detailed plan of activities to be carried out by the Secondee in the Host Entity.
  4. The Home Entity, agrees to the placement of *insert* ***name of the secondee*** as a Secondeewithin the framework of ERA SHUTTLE, for …. full-time equivalent on the following conditions:

|  |  |
| --- | --- |
| Secondment start date: | ***xxxxxx*** |
| Secondment end date: | ***xxxxx*** |
| Secondment location: | Name and location of the host entity |

1. **Object and purpose**
   1. The present Agreement regulates the secondment of *name of the secondee*, (hereinafter indicated as “Secondee”), employee of the University of XXX (hereinafter indicated as “Home Entity”) to *name of the host entity* (hereinafter indicated as “Host Entity”), for the correct and timely execution of the activities foreseen by the WP 3 of the ERA SHUTTLE Project as detailed by the relevant Grant Agreement (Grant Agreement number: 101120502).
   2. During the period of the secondment, the Secondee will undertake the role of university-*insert the role according to the area the secondee will work with (industrial liaison, project officer, communication, researcher, etc)* and perform the tasks as outlined in the Secondment Plan (see Annex I.). One of the main objectives of the secondment is to improve the Secondee's skills and qualifications. This role is based at the *name of the host entity* in *city and country of the host entity*, and the Secondee will reside in that country.
   3. The Host Entity will provide the facilities and all support necessary for the Secondee to perform the tasks as outlined in the Secondment Plan (Annex I) for the duration of this Secondment Agreement.
2. **Obligations of the Parties** 
   1. Obligations of the Host Entity:
      1. The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment (the secondee during the secondment period will use to carry out the Activities her personal computer, the Host Institution will not provide a Personal Computer to the secondee), products and consumables necessary to perform the work specified in the Annex I during the period of the Secondment Agreement.
      2. In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation or travel expenses of the Secondee.
      3. The Host Entity will not pay any additional salary to the Secondee for the activities carried out in the framework of this Secondment Agreement.
      4. The Host Entity will not require payment of any fees by the Secondee.
      5. Pursuant to *the country name* legislation *(Legislative Decree no. XX)* it is responsibility of the Host Entity to comply with all the prevention and protection obligations relating to the secondment of the employee for the duration of and within the scope of the seconded activity, without prejudice to the Home Entity obligation to inform and train the employee on the typical risks generally connected to the performance of the tasks for which she is being seconded.
      6. The Host Entity undertakes to keep the Home Entity constantly informed of any accidents or occupational and other illnesses, which may occur to the seconded employee during the performance of the secondment, committing itself to transmit to the Home Entity any document received for the purpose of fulfilment of the obligations concerning accidents and health at the workplace.
   2. Obligations of the Home Entity:
      1. The Home Entity will continue to pay the Secondee’s salary and all related social insurance costs according to the Secondee’s employment contract with the Home Entity.
      2. The Home Entity will cover travel costs to the place of Secondment in accordance with I. d) of this Secondment Agreement and the travel costs of the return travel to the Home Entity after the end of the Secondment according to the regulations in place in the Home Entity for travelling abroad (especially *please insert the proper regulation reference*). The cost of travel will be accepted in the travel form submitted accordingly to the internal procedure of the Home Entity.
      3. The Home Entity covers costs related to accommodation and subsistence during the Secondment, according to the regulations in place in the Home Entity for travelling abroad (*please insert the proper regulation reference*). The allowance for accommodation for the Secondment in Italy is set at XX EUR per night (XX EUR\*25%) and the daily allowance for subsistence is set at XX EUR per day, if no meals have been provided (otherwise the allowance will be decreased according to the legal provisions). In addition, the Secondee is entitled to one additional allowance in the amount of XX EUR for the travel to and from the airport/ train station upon arrival / departure as well as to a transportation allowance as of XX EUR per day in case public transport is needed to be used from the Secondee’s place of accommodation to the place of Secondment.
      4. The Home Entity will cover the costs of additional insurance of medical expenses, personal accident insurance and civil liability.
      5. Additional expenses incurred to meet the requirements of the role, e.g. travel allowances, subsistence etc., will be borne by Home Entity under request of the seconded person and only after approval from the Home Entity
      6. The Secondee declares to plan holidays during the Secondment period. The holiday plan shall be accepted by the Parties and shall constitute the Annex II. The Secondee is also entitled to up to X days of leave on request. The total amount of holiday days is calculated proportionally and might be used according to *name of the country* Labour Law and needs to adhere to University procedures.

- X months Secondment- number of holiday days for X months calculated according to Home Entity regulations is X working days. During holidays, an allowances for accommodation, subsistence and public transport will be not paid by the Home Entity. The Secondee is obliged to fill and submit the Annex III (additional Holidays Form and consent to withhold allowances in connection with the suspension of business travel) before start of the holidays.

* + 1. In case of sickness that is proven by a doctor’s certification and reported to the Home Entity according to internal procedures, and given that the Secondee does not interrupt the stay abroad, the accommodation and substance allowance will be paid continuously *please insert the proper regulation reference*). In case of sickness exceeding 2 weeks, a decision will be made by the Host Entity and Home Entity line managers as well as the ERA SHUTTLE project leader in agreement with the Secondee about introduction of an interruption period into the Secondment and return to home country. Such an interruption needs to be made in writing as an Annex to this agreement.
    2. In case of sickness exceeding 2 weeks period, the Home Entity has the right to terminate the contract. In such a case ERA SHUTTLE project leader is entitled to request to terminate the contract.

1. **Terms and Conditions**
   1. The Secondee shall at all times remain subject to the terms and conditions under her contract with the Home Entity. The Secondee will be maintained on the payroll of the Home Entity and the Home Entity shall retain all rights and responsibilities in relation to the employment contract with the Secondee. Any current pension arrangements of the Secondee will remain unchanged.
   2. Day to day line management responsibility of the Secondee is held with the line manager in the Host Entity for the activities carried out during the Secondment.
   3. The line manager in the Host Entity shall transfer knowledge and train the Secondee, according to the terms of the Grant Agreement. The overall management of the Secondee remains the responsibility of the Home Entity.
   4. If issues of discipline, capability, sickness absence, behavioural standards or grievance occur during the Secondment, the Host Entity must ensure that issues of concern are discussed with the Secondee and the Home Entity at the earliest opportunity. It is the responsibility of the line manager from the Home Entity to initiate the appropriate procedure according to their internal rules of the Home Entity.
   5. Line managers from the Home and Host Entity meet with the Secondee on a regular basis to review the secondment progress during the secondment period to enable clear communication, the progress of implementing of objectives during the Secondment, the support to be offered to the Secondee and to ensure any concerns can be addressed at the earliest opportunity so the Parties benefit from the Secondment experience. The meeting will be held approx. every 2 or 3 weeks. The line manager from the Host Institution is NAME, JOB TITLE (email: mailto:xxx) and the line manager from the Home Entity is ME, JOB TITLE (email: <mailto:xxx>).
   6. The total hours of work will be as stated in the Secondee contract of employment. The secondee will in any case follow any flexitime and working from home policy of the Host Entity.
   7. The Secondee will accept and comply with the Host Entity health and safety policies, and internal procedures, but in any case the employment policies of the Home Entity continue to apply to the Secondee including the sickness absence policy, disciplinary policy, behavioural standards policy, etc.
   8. The Home Entity and the Host Entity will endeavor to amicably settle disputes arising out among each other of or in connection with this Agreement. The parties agree to accept the home entity country jurisdiction for all disputes the employee is a Party of. Any other disputes arising out of or in connection with this Agreement, which cannot be resolved amicably, shall be finally settled by international arbitration.
   9. The Secondment is subject to the Secondee being and remaining eligible to be appointed in the seconding country and is subject to the Secondee obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country’s immigration rules.
   10. For the secondment execution duration, the Secondee shall be under the day-to-day supervision of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.
   11. The Secondee must devote herself to the tasks as outlined in the Secondment Plan.
   12. The Host Entity will ensure that the Secondee enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will be responsible for the all prevention and protection obligations relating to the posting of the Secondee as required by law.
   13. The Home Entity will sign with the Secondee the Agreement to an Employment Contract - task-based working time resulting from the *name of the country* Labour Code.
   14. The Home Entity and the Secondee ensure that after the secondment is finalized, the return and reintegration phase will be equal to the duration of secondments. What means the Secondee will be employed by the Home Entity for the mandatory period. Additionally, the Secondee will take part in the activities of the ERA SHUTTLE project connected to the secondments, promotion of the results, knowledge exchange, evaluations and other measures related to the secondment.
   15. The Home Entity shall not be liable to the Host Entity in respect of any loss or damage arising out the execution of this Agreement or the anticipated termination of the secondment. The mutual liability between the Home and Host Entities, both being beneficiaries in the ERA SHUTTLE project, is set in the ERA SHUTTLE Grant Agreement and Consortium Agreement.
2. **Intellectual Property rights and data protection**
   1. All the background, including data, personal data, documents and any other material whether in hardcopy, electronic form or otherwise, which is not generated within ERA shuttle Project, but by CERIC outside the Project activities - of which the Secondee was clearly informed, and made available to the secondee and the Home Entity within the context of this agreement, should be considered Confidential, whether marked or not as such, and remain property of CERIC.
   2. Each Party shall maintain the Confidential Information with the utmost care and diligence, allowing access only to those persons directly involved in the activities under this agreement, upon being informed of the confidential nature of the information.
   3. In case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the Secondee, a specific NDA will be signed in order to ensure that the confidential information remains protected.
   4. In accordance with ERA Shuttle Grant Agreement, results generated under this agreement are owned by the Party which generates them. However, the Parties own results jointly if:

- they have jointly generated them and

- it is not possible to:

- establish the respective contribution of each beneficiary, or

- separate them for the purpose of applying for, obtaining or maintaining their protection.

* 1. Any personal data, considered necessary for the execution of this agreement, shall be processed according to the European Regulation 2016/679 (GDPR), solely for the purpose of carrying out the activities under this Agreement as well as to comply with the obligations provided for by laws.
  2. According to the GDPR and the art. 15 of the Project Grant Agreement, each Party may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. Each Party shall ensure that its personnel comply with the relevant confidentiality obligations.
  3. In the case that the Secondee enjoys access rights to results and information generated within the ERA SHUTTLE project or information, copyrights, data, documents, materials or IPR owned by the other Project participants other than the Host Entity - of which the Secondee was clearly informed, the Secondee will ensure that the rights of the respective owner(s) are upheld in accordance with the ERA SHUTTLE Grant Agreement and the ERA SHUTTLE Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the Secondee will treat all such information, results, copyrights, data, documents, materials or IPR as ‘confidential information’ in accordance with the terms of the ERA SHUTTLE Grant Agreement Article 16.

1. **Additional Remarks**
   1. Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the ERA SHUTTLE Grant Agreement.
   2. Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the Secondee at the Home Entity.
   3. Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the Home Entity, Host Entity and Secondee.
2. **Termination**
   1. For unexpected and unavoidable situations either the Home Entity or the Host Entity or the Secondee may terminate this agreement before the end of the period with a one month’s notice in writing to the other Party. In this case, the present Agreement shall immediately cease to have effect.
   2. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.
3. **Signatures**

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Home Entity, one by the Host Entity, and one by the Secondee.

For and on behalf of the Home Entity, **XXX**

|  |  |  |
| --- | --- | --- |
| Signature…………………………………. | Date: | Stamp: |
| NAME: XXX |  |  |
| JOB TITLE: XXX |  |  |

For and on behalf of the Host Entity, **XXX**

|  |  |  |
| --- | --- | --- |
| Signature…………………………………. | Date: | Stamp: |
| NAME: XX |  |  |
| JOB TITLE: XX |  |  |

Read and agreed on behalf of the **Secondee**:

|  |  |  |
| --- | --- | --- |
| Signature…………………………………. | Date: | SStamp: |
| NAME: XXX |  |  |
| JOB TITLE: Director – XXX |  |  |

**Annex I: Secondment plan**

|  |
| --- |
| Objectives:   * *Brief description of the main objectives of the secondment* |
| Specific tasks:   * Please insert in bullet points a complete list of specific task that will be carried out during the secondment |

**Annex II: Holidays plan**

|  |  |  |
| --- | --- | --- |
| From (day, month, year) | Until (day, month, year) | Number of working days |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Annex III: Additional Holidays Form and consent to withhold allowances in connection with the suspension of business travel**

*(name and surname) (place and date)*

*(position)*

*(organisation department/unit)*

**Additional Holidays Form**

I would like to request holidays

**annual leave**

**for request**

For year from day until

Number of working days number of hours

I hereby confirm that I am aware during holidays, an allowances for accommodation, subsistence and public transport will be not paid by the Home Entity in connection with the suspension of business travel.

...........................................

*Signature of the Secondee*