**Secondment Agreement**

**THIS AGREEMENT** **is effective as of the Secondment Start Date as such term is defined below.**

**Between:**

 **– HOSPITAL -**

**- And -**

**[XXXX organization]**

whereas the Parties wish to provide for the secondment(s) of employees from his/her position at the [HOSPITAL] (the secondee(s)), to the [ORGANIZATION] and [HOSPITAL] agrees to release the Secondee(s) from his/her duties to [ORGANIZATION] so that the Secondee(s) may carry out activities for [ORGANIZATION], as specified pursuant to the terms and conditions of this Agreement.

NOW Therefore, in consideration of the mutual promises and covenants set forth, and other good and sufficient consideration, the Parties hereto agree, covenant and acknowledge as follows:

**Definitions**

1. The capitalized terms in this Agreement have the following meanings:
2. “**Confidential Information**” means
3. all information owned, possessed or controlled by [ORGANIZATION], whether or not such information is marked confidential, including, but not limited to, all information related to business plans, research and development plans, strategies, tactics, policies, financial data, inventions, enhancements, personnel data and information concerning customers, clients or suppliers;
4. any and all information and materials that a reasonable person, having regard to the circumstances, would regard as confidential, including PI and PHI.
5. “**Copies**” means copies or records of any Confidential Information in whatever form including without limitation, notations, extracts, analysis, studies, plans, compilations or any other way of representing, recording or recalling information which contains, reflects, or is derived or generated from Confidential Information.
6. “**PHI**” means any information that is described as personal health information in Section 4 of *Personal Health Information Protection Act*, 2004.
7. “**PI**” means any information that is described in Section 2(1) of *Freedom of Information and Protection of Privacy Act* and includes PHI.
8. “**Work Product**” means everything that is produced by the Secondee in the course of, or as a result of, this Agreement.

**Appointment and term**

1. The Secondee(s) will be seconded from [HOSPITAL] to [ORGANIZATION] for a period of up to XX (X) months commencing on [DATE], or such other date to be agreed upon by the Parties (the “**Secondment Start Date**”), and unless otherwise terminated or extended in accordance with the terms and conditions of this Agreement, both the secondment(s) and this Agreement will end on [DATE] (the “**Term**”).

**Duties and responsibilities**

1. For the duration of the Term, the Secondee(s) will assume the position of [POSITION], under the supervision of [ORGANIZATION] personnel.

Within the authority delegated or otherwise assigned to the Secondee(s) from time to time, the Secondee(s) will carry out the activities as prescribed by the [organization].

1. The direct reporting relationship for the Secondee(s) as [POSITION] will be to the [POSITION] or unless otherwise directed.
2. Personal Protective Equipment will be provided by the organization in accordance with the CMOH Directive 5 Revised 2020-04-10 Hospitals and LTCHs or any updated Directive. [or any applicable Directive]
3. Unless prevented by ill health or otherwise granted prior written consent by [HOSPITAL], the Secondee will devote all of his/her working time, attention and ability to the business and affairs of the [ORGANIZATION in his/her capacity as [POSITION].
4. In connection with the provision of the Services, the Secondee(s) will perform his/her duties and obligations in compliance with applicable laws (the laws applicable in Ontario) and will abide by all applicable [ORGANIZATION] policies. Without limiting the foregoing, the Secondee understands and accepts that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act* and all information pertaining to the secondment and the obligations under this Agreement is public information and may be released to third parties upon request.

**No Employment Relationship**

1. No employment relationship between the Secondee(s) and [ORGANIZATION] is created by this Agreement. For the duration of the Term, the Secondee(s) will remain an employee of [HOSPITAL] with no interruption to the Secondee(s) period of continuous employment with [HOSPITAL] as a result of this Agreement, and will not be, or be deemed to be, an employee of [ORGANIZATION].

**Employment & Compensation**

1. In exchange for the Secondee(s) provision of the Services to [ORGANIZATION], and for the duration of the Term, the Secondee(s) will remain an employee(s) of [HOSPITAL] and on [HOSPITAL] and [HOSPITAL] will continue to pay the Secondee’s regular annual salary through its payroll and continue the Secondee’s benefit coverage and pension contributions. **[HOSPITAL]** will be responsible for all required statutory deductions for which the Secondee is eligible, including but not limited to, income tax, Canada Pension Plan, Employment Insurance, and any special considerations pursuant to the Secondee’s contract of employment with [HOSPITAL], which will be administered by [HOSPITAL].
2. [HOSPITAL] is responsible for all employment-related benefits pursuant to the Secondee’s contract of employment with [HOSPITAL], including but not limited to, vacation pay, group health and dental benefits, disability benefits, life insurance and pension contributions. [ORGANIZATION] will not provide any additional remuneration to the Secondee(s), whether by bonus, performance incentive, salary or other benefits.
3. The Secondee(s) acknowledges and agrees that his payment by [HOSPITAL] pursuant to this Agreement constitutes full payment for the Secondee’s provision of the Services and that the Secondee(s) shall have no claim against [ORGANIZATION] for any remuneration for the Secondee’s provision of the Services.
4. The Secondee(s) will continue to be covered by the LHIN’s HIROC liability policy.

**Expenses**

1. The [HOSPITAL] will reimburse the Secondee for all reasonable business related expenses actually and properly incurred by the Secondee directly in the course of the secondment in accordance with the terms and limits on reimbursement specified in the *Management Board Travel, Meal and Hospitality Expense and Perquisites Directives* or for bargaining unit employees in accordance with the Collective Agreement. The Secondee shall have no claim against [Organization] for any expenses incurred by the Secondee in the course of the secondment.
2. An expense report, with appropriate statements vouchers and receipts verifying such expenses, will be submitted for approval to the HOSPITAL.

**Termination**

1. Upon the termination of the secondment the Secondee(s) will return to his/her position at the HOSPITAL.
2. The secondment will terminate on the expiry of the Term or such other date to be agreed upon by the Parties.
3. A Party to this Agreement may terminate the secondment by giving the other Parties a minimum of 24 hours of written notice.

**Vacation and Other Leaves**

1. The Secondee’s vacation and other leave entitlements will be managed by HOSPITAL.

**Conflict of interest**

1. The Secondee(s) will without delay identify any circumstances that may reasonably be interpreted as creating a conflict of interest or a potential conflict of interest with the Secondee’s position or duties under this Agreement.
2. The terms of the conflict of interest rules prescribed in Ontario regulation 381/07 with necessary modifications are incorporated in and form part of this Agreement and apply to the Secondee(s).

**Confidentiality, Privacy and Security**

1. The Secondee(s) agrees that he/she will: (i) be responsible for protecting the confidentiality of Confidential Information; (ii) keep Confidential Information and Copies thereof strictly confidential and secure; and (iii) use and disclose Confidential Information and Copies thereof only in accordance with this Agreement and only for purposes of fulfilling his duties and will not directly or indirectly use or disclose any Confidential Information for any other purpose. The Secondee(s) acknowledges that Confidential Information includes confidential information of third parties to whom [ORGANIZATION] owes an obligation of confidence and agrees to preserve and protect the confidentiality of such information to the same extent, and on the same basis, as the Confidential Information. Despite the foregoing, the Secondee(s) may disclose Confidential Information if expressly permitted by [ORGANIZATION] or such disclosure is required by applicable laws. Upon the request of [ORGANIZATION], the Secondee will return or destroy the Confidential Information and all Copies thereof in any form in his possession, provided that she will be entitled to retain Confidential Information other, than PI or PHI, if so required by applicable laws.
2. The Secondee(s) will read and comply with the privacy and security policies of [ORGANIZATION] that are applicable to the performance of the Services.

**General provisions**

28. In the event that any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any court or tribunal of competent jurisdiction, the Parties hereto agree and acknowledge that such an invalidity or unenforceability will attach only to such provision or part of such provision, and the remaining part of such provision and or other provisions of this Agreement will continue in full force and effect.

29.Any notice to be made or given in connection with this Agreement will be made or given in writing and may be made or given by personal delivery or by registered mail or courier [with all delivery charges paid] and addressed to the [ORGANIZATION] [as the case may be] at the last known address.

30.This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto except as otherwise specifically provided for in this Agreement.

31.The failure of any Party to insist on one or more instances upon the performance of any of the provisions of the Agreement will not be construed as a waiver of such Party’s right to require future performance of any such provisions.

32. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements relating thereto, unless specifically incorporated by reference.

33. This Agreement may be signed in separate counterparts, that may be delivered by electronic mail in pdf or other format and each of which will be deemed an original and all of which together constitute one agreement.

34. The Parties have read and understood this Agreement and have been given an opportunity to seek independent legal advice with respect to its terms.

Signed By

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For HOSPITAL Date

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For [ORGANIZATION] Date