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| May 2022 | |
| CONTRACT  LONG-TERM SECONDMENT CONTRACT  This standard contract is intended for use in connection with most secondments lasting, typically from one (1) to three (3) years and mainly in accordance with Danish legislation. | |
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| Contact  [Write to IDA](https://english.ida.dk/legal-advice)  +45 33 18 48 48 | Kalvebod Brygge 31-33  1560 Copenhagen  ida.dk |

**L O N G–T E R M S E C O N D M E N T CONTRACT**

The undersigned parties

[*Insert name*]

[*Insert address*]

[*Insert* *postal code and town*]

[*Insert CPR-no.*]

(in the following the “Engineer”)

and

[*Insert name*]

[*Insert address*]

[*Insert* *postal code and town*]

[*Insert CVR-no (VAT no.)*]

(in the following the “Company”)

both of them hereinafter collectively referred to as 'the Parties', whereby it is agreed as follows:

**1. Commencement & duration of duties**

1.1 The Com­pany has engaged the Engineer with effect as from (date, year) as (title) in (city, country).

1.2 The secondment shall expire without further notice from any of the parties on the (date, year) unless an agreement of prolongation of the secondment has been made no later than four months prior to this date.

1.3 Concerning employment at/legal attachment to the Danish department of the Company during the secondment, the parties have agreed that …

1.4 The Engineer holds seniority under the Salaried Em­ployees Act as from the (date, year).

1.5 Any modifications of or amendments to this agreement shall be made in writing.

**2. Place of work, duties**

2.1 The place of work shall be (Company, city, country). The Engineer shall be engaged in assign­ments within … . The specific work assignments will be …/are stated in the job description issued with this contract.

2.2 The Engineer shall report to (nearest superior), and the Engineer's powers shall include …/are stated in the job description.

2.3 Regarding office facilities and secretarial assistance the following has been agreed: xx.

**3. Salary and pension, etc.**

3.1 The monthly salary shall be an amount equal to xx DKK. The salary is payable monthly in advance/arrears in (currency) and it shall be at the disposal of the Engineer on the xx *day of each month. At the Engineer's request the entire salary shall be deposited at an* account designated by the Engineer with a bank or savings bank in the country of secondent or it may be divided so that xx % are deposited in the country of secondment and yy % at the expense of the Company are deposited at an account in Denmark.

3.2 In addition a secondment supplement equal to xx DKK shall be paid monthly. The supple­ment shall be remitted together with the salary.

3.3 The salary shall be adjusted each year on the (date). Furthermore, in the event of material changes in the working conditions and assignments referred to in item 2.1 above or in consumer prices and other costs of living in the country of secondment, salary negotiations shall be commenced between the Parties. In case of currency fluctuations of more than 2 % between DKK and (currency) the salary shall be recalculated accordingly with effect from the month when the demand is raised by the Engineer.

3.4 A pension scheme shall be arranged with the (pension fund) towards which the Com­pany shall pay a sum equal to 10% and the Engineer shall pay 5% of the salary and secondment supplement in Danish kroner referred to items 3.1 and 3.2 above. Pension contributions shall be paid by the Com­pany to (pension fund) monthly in advance/arrear in Danish kroner.

3.5 Concerning income tax the Parties have agreed to the following: …

3.6 If the Engineer is forced to leave the country of secondment at a time before full exemption from Danish income tax is obtained (normally six months after the commencement of the expatriation) the salary for the actual period of stay in the country of secondment shall be adjusted in a way, so that the Engineer month by month during the expatriation period shall have the same net. salary (after deduction of income tax), as he/she and his/her family had in Denmark immediately prior to the commencement of the expatriation.

3.7 Prior to the secondment as well as during and after the Engineer shall be entitled to seek accountant´s assistance at the expense of the Company in order to receive guidance concerning tax and private economy.

**4. Working hours and extra work**

*Alternative 1 – Engineer is entitled to compensation for extra work [NB: Delete the alternative which is not used]*

4.1 The weekly working hours shall be xx per week, including a yy hours daily lunch break. The working hours shall be arranged from Monday to Friday between x a.m. and y p.m.

4.2 Work in excess of xx hours per week is regarded as extra work. Extra work shall be calculated at the end of the month and paid for separately in accordance with the rules in 4.3 below. Time spent on business trips and post-graduate education is included in the calculation of working hours.

4.3 At the Engineer's choice extra work shall be compensated either by means of com­pensatory time off or by overtime payment according to the following rules: Com­pensatory time off shall be granted for overtime work at the rate of the extent of the overtime plus 50% or an hourly rate calculated as the normal hourly rate (1/x of the monthly salary stated in item 3.1 above) plus 50%. Extra work on Saturdays, Sundays and holidays and other days off already arranged the supplement shall be 100%.

*Alternative 2 – Engineer is not entitled to compensation for extra work [NB: Delete the alternative which is not used]*

4.4 The weekly working hours shall be xx per week, not including a yy hours daily lunch break which is to be taken at the Engineer’s own account.

4.5 Extra work (work exceeding xx hours per week) may occur and shall not be compensated separately since this has been taken into consideration when the monthly salary stated in section 3 was determined.

**5. Holidays and days off**

5.1 The Engineer shall be entitled to holidays in accordance with the provisions of the Holidays with Pay Act plus x weeks. The special holiday supplement provided for in the Holidays with Pay Act shall be paid at the rate of x% of the salary and secondment supplement referred to in items 3.1 and 3.2 above. The Engineer is entitled to holidays with pay from the time when he takes up his duties, without having earned any right thereto under the Holidays with Pay Act. The Engineer is entitled to com­pensatory holidays for documented illness in excess of one (1) week's duration during holidays.

5.2 Upon expiry of the secondment the Engineer is entitled to have accrued untaken holidays and accrued holiday allowance paid out before his/her return to Denmark.

5.3 National holidays and days off in the country of secondment as well as the Danish holidays in connection with Easter, Christmas and New Year shall be days off.

5.4 During illness the Engineer will receive his/her normal salary.

5.5 The Engineer is entitled to x days off with pay in connection with the illness of an infant, and to time off with pay for own and children's visits to the doctor and dentist.

5.6 The Engineer is entitled to time/days off with pay during postgraduate education.

**6. Pregnancy, childbirth, and adoption**

6.1 The Engineer is entitled to leave/absence with respectively without pay in connection with pregnancy, childbirth and adoption on the same scale and according to the same rules as professional engineers who are public servants, cf. the at any time applying rules in the collective agreement between the Danish Ministry of Finance and the Danish Society of Engineers.

**7. Travelling and entertainment**

7.1 The Com­pany shall provide the Engineer with a credit card for travel­ling and entertainment expenses paid in the interest of the Com­pany.

7.2 The Engineer's travelling and entertainment expenses in the line of duty in the interest of the Com­pany during the secondment shall be re­imbursed as per vouchers presented. Transportation in own motorcar shall be paid for at the rate of DKK xx per kilometre.

**8. Termination**

8.1 The Engineer is entitled to terminate the secondment as well as the employment subject to one (1) month's notice and in accordance with the provisions of the Salaried Em­ployees Act.

8.2 The Com­pany is entitled to terminate the secondment as well as the employment in accordance with the provisions of the Salaried Em­ployees Act but subject to not less than three (3) months' notice.

8.3 The Engineer has the right to terminate the employment in the event that the business is transferred, wholly or in part, or the ownership of the business is changed significantly.

8.4 If the employment is terminated, the Engineer and his accompanying family shall have the right to be transferred to Denmark immediately ‑ cf. section 9 below ‑ until the expiry of the employment.

**9. Extraordinary termination**

9.1 The Engineer shall have the right to terminate the secondment and to be transferred to Denmark until the expiry of the employment in the event of epidemic, war, civil war, unrest or circumstances equal thereto.

**10. Severance pay**

10.1 Upon expiry of the secondment or in the event of termination on the part of the Com­pany which is not attributable to material default by the Engineer, the Engineer shall be entitled to severance pay, cf. 10.2 below.

10.2 Such severance pay shall equal a sum corresponding to one (1) month's salary for each and every year of secondment commenced by the Engineer.

10.3 The salary referred to in 10.2 above shall be stated inclusive of all sup­plements and at the time of resignation. The severance payment shall take place together with the last ordinary salary payment.

**11. Outbound and homebound travelling**

11.1 The Com­pany shall pay the costs of outbound and homebound travels for the Engineer and his/her accompanying family.

11.2 The Engineer and his/her accompanying family are entitled to two paid trips to Denmark and back every year. The first trip may take place … (to be stated).

11.3 Outbound and homebound travels are subject to the following rules … (to be stated).

**12. Extraordinary return to the home country**

12.1 The Engineer and his/her accompanying family is entitled to an extraordinary paid trip to the home country in connection with death or potentially fatal illness on the part of close relatives, i.e. children, brothers and sisters, parents and grandparents of the Engineer or his/her spouse/cohabitant.

12.2 In such cases the Engineer shall also be entitled to two weeks off with pay as well as paid outbound trip for both the Engineer and his/her accompanying family in connection with the resumption of the secondment.

12.3 Likewise, the Engineer and his/her accompanying family is entitled to extraordinary paid return to the home country when the secondment has been terminated prematurely by reason of either the Engineer's or the Com­pany's regular or extra­ordinary termina­tion.

12.4 In the event of termination of the employment by reason of default the Engineer and his family shall also be entitled to an extraordinary return trip, cf. items 12.1 and 12.3 above, whether or not such termination was attributable to the Engineer's default.

**13. Language training and post-graduate education**

13.1 The Com­pany shall arrange for the necessary language training of the Engineer and his/her accompanying family ‑ before as well as during the secondment.

13.2 The Company shall arrange for a cultural awareness training course for the Engineer and his/her spouse/cohabitant before the secondment.

13.3 The Com­pany shall make sure that the Engineer receives the necessary post-graduate education equivalent, as a minimum, to two (2) weeks per year.

**14. Accommodation**

14.1 The Company shall arrange for a dwelling of proper standard and suitable size and situation which shall be at the disposal of the Engineer and his/her accompanying family upon arrival to the country of secondment.

**15. Housing and relocation**

15.1 The Company shall pay for rent, utilities (i.e. heating, electricity, water etc.) and all other costs relating to the dwelling referred to in section 14.1 above. According to need or local costums the Company shall furthermore pay for servants and security guards.

15.2 The Company shall pay all costs related to relocation as well as storage of furniture and household effects. At the end of the secondment the Company shall likewise pay for relocation back to Denmark unless the secondment has been terminated due to the Engineer’s default.

15.3 If the secondment is terminated extraordinarily and this is not attributable to the Engineer’s default and if it is not possible for the Engineer upon his/her return to Denmark immidiately to get a suitable dwelling at hs/her disposal, the Company shall pay for suitable accomodation (at least equivalent to a three star hotel) for the Engineer and his/her accompanying family until a suitable dwelling has been provided, however for no longer than a three month’s period.

**16. Special supplements and allowances**

16.1 The Com­pany shall provide a setting-up allowance at the rate of xx DKK. At the end of the secondment the Company shall furthermore provide a repatriation allowance at the rate of xx DKK.

**17. Other benefits**

17.1 The Com­pany shall provide for the Engineer's use a motor car of the equivalent standard of (type/class/price) and shall pay all expenses necessary for the running of such car. The Com­pany shall pay all costs of telephone/Internet and for one computer for the Engineer in his home as well as one mobile telephone and one laptop. The Com­pany shall pay for one news­paper subscription at the discretion of the Engineer. The Com­pany shall pay the Engineer's subscriptions and membership fees for …

17.2 Concerning other benefits the Parties have agreed to the following …

**18. Family expenses**

18.1 The Com­pany shall pay a monthly supplement of xx DKK to any spouse or cohabitant and yy DKK to any child accompanying the Engineer. Such supplement shall be paid together with the salary. A part of the supplement for the accompanying spouse/cohabitant may according to agreement be paid towards a pension scheme set up by the said person.

18.2 The Com­pany shall pay for registration and school fees, books etc. for the Engineer's accompanying children as well as costs of childminding.

**19. Social security**

19.1 If possible the Com­pany shall arrange for the Engineer and his family to be covered by the social security regulations in Denmark or the country of secondment.

19.2 If the Engineer is covered by Danish social security regulations, the Com­pany shall prior to the departure deliver to the Engineer a confirma­tion to that effect from the Danish social welfare authorities.

19.3 If the Engineer is covered by social security regulations in the country of secondment, the Com­pany shall prior to the departure deliver to the Engineer a confirma­tion to that effect from the social welfare authorities in the country of secondment, accompanied by a description of the indemnity.

**20. Insurance**

20.1 The Com­pany shall pay the following insurances: public liability insur­ance, industrial accident insurance, group life assurance, full-time acci­dent insu­rance, goods-and-chattels insurance, disaster insurance, luggage insurance, sick­ness insurance and such other insu­rances as may be necessary for the Engineer to be fully protected in all circumstances and to be at all times at least in the same position as if the work had been carried out in Denmark and the Engineer was domiciled in Denmark.

20.2 The Company shall pay the following insurances for the accompanying family: …

20.3 The Com­pany shall pay the following compulsory insurances in the country of secondment: …

20.4 Insurance policies shall be surrendered to the Engineer prior to depar­ture.

**21. Terms after the end of secondment**

21.1 No later than six months prior to the expected expiration of the secondment referred to in section 1.2 above, the Company and the Engineer shall take up discussions whether the secondment is to be prolonged. Likewise it shall be discussed which work assignments the Company may have for the Engineer in Denmark at the time of the planned expiration of the secondment. It is the responsibility of the Company that these discussions have been finalized no later than four months prior to the expected expiration of the secondment.

21.2 The following terms have been agreed for the period after secondment: xx.

**22. Documents**

22.1 The Com­pany shall pay all necessary costs of acquisition and trans­la­tions, if any, for the Engineer and his accompanying family in connection with pass­ports, visas, work and residence permits, new driver's licence, inoculations and inoculation certificates, as well as certificates of baptism and marriage and police certificates.

**23. Applicable law and venue**

23.1 Otherwise, the Salaried Engineers Act, the Holidays with Pay Act, the Marketing Practices Act, the Employee’s Inventions Act and other Danish statutory provisions shall apply to the employment.

23.2 All and any disagreement and dispute arising out of or incidental to the employment and this Contract shall be settled by Danish courts of justice under the application of Danish law.

23.3 If this contract has been issued in both Danish and English and if any discrepancies are found between the two versions, the Danish version shall prevail.

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###### SIGNATURE

[*insert city/ town*], [*insert date*] [*insert city/ town*], [*insert date*]

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[*insert name of the Engineer*] For the Company