



## General Conditions for Secondment Agreements

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# General Conditions for Secondment Agreements



## 1 GUARANTEES

*ABBREVIATED FORM* shall provide the assistance using named personnel approved by TME and will not substitute any named personnel without express, written permission from TME.

*ABBREVIATED FORM* confirms that employees seconded under this Agreement are full-time salaried employees of *ABBREVIATED FORM*

If the TME determines that the assistance provided under and pursuant to this Agreement is not satisfactory, TME will so notify the *ABBREVIATED FORM* in writing and *ABBREVIATED FORM* shall immediately demobilize the employee(s) concerned and if so required, *ABBREVIATED FORM* shall furnish suitable replacement at its expense.

## 2 INDEPENDENT TRADING ENTITY

Nothing in this Agreement shall be deemed to represent that *ABBREVIATED FORM*, or any of *ABBREVIATED FORM*'s employees or agents, are the agents, representatives or employees of TME or Client. *ABBREVIATED FORM* shall be an Independent trading entity and shall have full responsibility for performing the assistance, in accordance with the terms of this Agreement.

TME will not provide workers' compensation benefits or any form of insurance or other fringe benefits that may be furnished to employees.

## 3 DOCUMENTATION AND RIGHT OF AUDIT

*ABBREVIATED FORM* shall maintain for a period of two (2) years after final payment under this Agreement, all records and accounts pertaining to assistance performed by *ABBREVIATED FORM* under this Agreement. TME shall have the right to audit, copy and inspect said records and accounts at all reasonable times for the purpose of verifying units furnished and/or costs incurred.

## 4 PROPRIETARY RIGHTS

All materials that *ABBREVIATED FORM* develops rendering assistance hereunder, including any inventions or copyright-worthy assistance products, shall become the sole and exclusive property of TME without limitation and such materials shall, together with any materials furnished to *ABBREVIATED FORM* by TME hereunder, be delivered to TME at the termination, completion or suspension of the assistance.

## 5 LAWS AND REGULATIONS

*ABBREVIATED FORM* will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all local, municipal and governmental laws, orders, codes, ordinances and regulations as far as they apply to the performance of the assistance.

*ABBREVIATED FORM* shall keep current all governmental permits, certificates and licences (including professional licences) necessary for *ABBREVIATED FORM* to perform the assistance.

## 6 INSURANCE

*ABBREVIATED FORM* shall maintain the insurance coverage set forth below:

Worker's compensation insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws the United Arab Emirates

Notwithstanding the provisions of this Article, *ABBREVIATED FORM* is fully responsible and liable for the validity and coverage of all insurances during the provision of assistance under this Agreement.

### 7 PAYMENT

*ABBREVIATED FORM*'s invoices will be paid in accordance with the payment terms included elsewhere in this Agreement, or, in addition to or failing such payment terms, within 90 calendar days computed from the date of *ABBREVIATED FORM*'s fulfilment of the specified conditions and the date of receipt of *ABBREVIATED FORM*'s invoice, provided such invoice is properly drawn and accompanied by the required supporting documents

### 8 TERMINATION AT TME'S OPTION

TME shall have the unrestricted right to terminate for convenience further performance of all or any part of the assistance by written notice applying an one month term of notice. TME will compensate *ABBREVIATED FORM* for actual assistance satisfactorily performed up to the date of termination. *ABBREVIATED FORM* waives any and all claims for anticipated profits or lost overhead arising out of termination.

### 9 TERMINATION FOR BANKRUPTCY

If one Party becomes insolvent the other Party may terminate the Agreement. Such termination shall be confirmed in writing forthwith.

### 10 TERMINATION FOR DEFAULT

In the event that *ABBREVIATED FORM* shall default in the performance of any obligation to be performed under this Agreement and shall fail to commence and diligently continue to correct such default within five (5) working days following written notice thereof from TME, TME may, without prejudice to any other rights or remedies TME may have, hold in abeyance further payments to *ABBREVIATED FORM* and/or terminate this Agreement by written notice to *ABBREVIATED FORM* specifying the date of termination.

### 11 TERMINATION OF ASSIGNMENTS

TME may, at its sole discretion terminate any individual assignment in the event of:

- Absence of the seconded employee, for whatever reason, for more than ten working days; and
- Persistent deviation by the seconded employee from TME's standard operating procedures in respect of quality or safety; and
- Failure to perform at the standard of skill and expertise required for the satisfactory fulfilment of the secondment.

In the event of termination under this clause, *ABBREVIATED FORM* shall provide at its own expense and in a timely fashion, an acceptable replacement seconded employee..

### 12 CONFIDENTIAL INFORMATION

*ABBREVIATED FORM* agrees not to divulge to any third party any business or technical information relating to TME that is disclosed or acquired by *ABBREVIATED FORM* during the term of this Agreement, except:

- Information which is or properly becomes part of the public domain; or
- Information which is in *ABBREVIATED FORM*'s possession at the time of disclosure to or acquisition by *ABBREVIATED FORM*, provided *ABBREVIATED FORM* has the right of free and unlimited disclosure thereof.

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*ABBREVIATED FORM* shall provide, for each and every seconded employee, and Employee Secrecy Agreement as attached to this Agreement in Attachment 1 and which consequently forms a part of this agreement

The above obligations shall remain in effect for a period of five (5) years from the date of disclosure of the information, notwithstanding any prior completion, termination or suspension of the assistance.

### 13 PUBLICITY

*ABBREVIATED FORM* shall not make news releases or issue other advertising pertaining to the assistance or this Agreement without the prior, written permission of TME.

### 14 DISPUTES AND LAW

This Agreement shall exclusively be governed construed, interpreted and applied in accordance with the laws of Abu Dhabi and the U.A.E..

All disputes arising in connection with the Agreement shall be finally settled by the competent civil court in Abu Dhabi, the United Arab Emirates in accordance with the rules of the Abu Dhabi Commercial Conciliation and Arbitration Center at the Abu Dhabi Chamber of Commerce and Industry. The arbitration proceedings shall be conducted in the English language.

Unless expressly permitted in writing by TME, *ABBREVIATED FORM* shall not for reason of disputes and/or proceedings delay or suspend the execution of the CONTRACT.

### 15 VENDOR DECLARATION

*ABBREVIATED FORM* confirms, by signature to this Agreement, that it has endorsed the Vendor Declaration required by Bilfinger SE and all its group companies and will abide by the Declaration