

[COMPANY / SPONSORING ORGANIZATION LETTERHEAD]

Private and Confidential

James Gunn
Managing Director
International Foundation for Ethics and Audit (IFEA)
529 Fifth Avenue
New York, New York, 10017

[Date]

Dear Mr. Gunn,

Secondment of [Secundee's Name]

1. Thank you for asking [the Company / Sponsoring Organization] to provide the [International Auditing and Assurance Standards Board for Accountants (IAASB) or International Ethics Standards Board for Accountants (IESBA)] with a secondee. We have agreed that [Secundee's Name] (the "Staff Fellow") will be seconded without charge to the [IAASB or IESBA], operating under the auspices of IFEA, to work as a Staff Fellow under the direction of the Program and Technical Director.

Secondment Period and Areas of Focus

2. The Staff Fellow will be seconded to the [IAASB or IESBA] on a full-time basis from on or about [date], for a one-year period, unless earlier terminated by [the Company / Sponsoring Organization] or [IAASB or IESBA] pursuant to Paragraph 20 of this Agreement.
3. The Staff Fellow will support [IAASB's or IESBA's] standards-development work. The principal focus of the Staff Fellow's work will be on [Area of Focus] in particular. Other duties, as agreed between the Program and Technical Director and Staff Fellow, may be assigned. [The Company / Sponsoring Organization] shall not be responsible for the work performed or produced by the Staff Fellow for [IAASB or IESBA].
4. The Staff Fellow will report to the Program and Technical Director for work direction and monitoring.
5. During the period of secondment, from time to time the Staff Fellow will attend to ongoing Company / Sponsoring Organization training and continuing professional development. The Staff Fellow will inform the Program and Technical Director of when they expect to be unavailable due to such activities.

Relationship between the Parties

6. [The Company / Sponsoring Organization] and [IAASB or IESBA] agree that the Staff Fellow will at all times remain the employee of [the Company / Sponsoring Organization] notwithstanding their secondment to [IAASB or IESBA]. [The Company / Sponsoring Organization] retains the sole

authority to terminate the Staff Fellow's employment; however, [IAASB or IESBA] may terminate the secondment in accordance with Paragraph 20 of this Agreement.

7. The Staff Fellow shall be subject to the personnel policies and other terms and conditions of employment administered by [the Company / Sponsoring Organization] regarding its employees generally. [The Company / Sponsoring Organization] will continue to pay salary and provide benefits to the Staff Fellow, in accord with [the Company / Sponsoring Organization] policies; comply with all applicable statutes, laws, or regulations concerning the employment of the Staff Fellow; and maintain all necessary insurance coverage with respect to any liability to or on behalf of the Staff Fellow as is generally provided to all other employees of [the Company / Sponsoring Organization]. The Staff Fellow shall not be entitled to receive any such benefits, perquisites, or privileges from [IAASB or IESBA]. On the date the Staff Fellow ceases to be employed by [the Company / Sponsoring Organization] for any reason, the secondment will come to an end automatically.
8. Nothing in this agreement constitutes a partnership between [the Company / Sponsoring Organization] and or constitutes either as agent of the other for any purpose whatsoever. Neither party will have the authority or power to bind the other, to act as agent of the other, or to contract in the name of or create liability against the other in any way or for any purpose save as expressly authorized in writing by the other from time to time.

Work Location, Travel Expenses, and Leave

9. The Staff Fellow's usual place of work will be their personal residence, located in [Location].
10. On occasion, the Staff Fellow may be required to travel to [IAASB's or IESBA's] New York Office or elsewhere for purposes of [IAASB or IESBA] business, unless there are government or [Company / Sponsoring Organization] restrictions that limit travel. The Program and Technical Director and Staff Fellow will mutually agree on the timing and duration of such travel.
11. Travel for [IAASB or IESBA] business purposes shall be in accordance with IFEA travel policies. [IAASB or IESBA] will reimburse [the Company / Sponsoring Organization] for expenses incurred in relation to travel undertaken by the Staff Fellow at the direction of [IAASB or IESBA].
12. The Staff Fellow shall be entitled to take such holidays, vacation or leave as permitted under [the Company / Sponsoring Organization's] employment policies/practices. The IAAASB Program and Technical Director and Staff Fellow will mutually agree on the timing of such time off from work.

Expected Behavior

13. The Staff Fellow agrees to abide by the IFEA Code of Conduct applicable to all volunteers, staff and consultants engaged with the [IAASB or IESBA]. The [IAASB or IESBA] shall provide a copy of the IFEA Code of Conduct to the Staff Fellow.
14. If, during the secondment, the Staff Fellow observes behavior or conduct at [IAASB or IESBA] that they believe should be brought to the Board's attention, the Staff Fellow may at their discretion, refer it to either the Managing Director, Professional Standards of IFEA and/or through IFEA's internal reporting channels.

Confidentiality

15. [The Company / Sponsoring Organization] agrees that during the course of the secondment to [IAASB or IESBA], the Staff Fellow is likely to obtain and have access to both [IAASB's or IESBA's] and [the Company / Sponsoring Organization's] Confidential Information. The parties acknowledge and agree that such Confidential Information is confidential to the party that originated the information. [The Company / Sponsoring Organization] shall make reasonable efforts to ensure that the Staff Fellow, during the secondment period and after its termination, shall not (except in the proper course of providing services to [the Company / Sponsoring Organization], as required by law, or as authorized by [IAASB or IESBA]) use, reveal, or communicate to any person, company, or other organization whatsoever any Confidential Information (as defined below) relating to [IAASB or IESBA] or its parents, subsidiaries, and affiliates that the Staff Fellow creates, develops, receives, or obtains during the secondment period.
16. For the purposes of this agreement, "Confidential Information" shall mean all information that is a trade secret or other confidential or private information, which is not generally known or easily accessible by the public relating in any way to the business, finances, dealings, transactions or affairs of each party, or of any third party with whom or which a party has dealt and in respect of whom or which either IAASB, IESBA, IFEA or [the Company / Sponsoring Organization] is bound by an obligation (whether express or implied) of confidence, provided that Confidential Information shall not include information which (a) is or becomes public other than through a breach of this agreement, (b) is subsequently received by a party from a third party who, to the party's knowledge, owes no obligation of confidentiality to the other party with respect to that information, (c) was known to the parties at the time of disclosure or is thereafter created independently, or (d) must be disclosed under applicable law, legal process or professional regulations.

Intellectual Property and Work Product

17. Any intellectual work product first created by the Staff Fellow during the term of the secondment solely as part of his/her work for IAASB shall be the property of [IAASB or IESBA] or the International Federation of Accountants including, but not limited to, text, writings, graphics, methodologies, copyrighted materials and/or trade secrets or proprietary information.
18. On completion of the secondment, the Staff Fellow shall take all reasonable steps to ensure that the Staff Fellow delivers to [IAASB or IESBA] all documents made, compiled, or acquired by them during the secondment and relating to the affairs of [IAASB or IESBA] and any other property of [IAASB or IESBA] which is in their possession, custody, care, or control.

Indemnity

19. Each party agrees to fully indemnify and hold harmless the other against all actions, claims, costs, liabilities, and losses that are made, suffered, or incurred as a consequence of, or which relate to or arise from the other party's failure to perform its obligations hereunder or arising from the Staff Fellow's 's assignment at the [IAASB or IESBA].

Termination

20. Either IAASB or [the Company / Sponsoring Organization] may end the secondment at any time for any legal reason within 15 days of written notice to the other party to this agreement.

Assignment

21. No party may assign, transfer, or deal with their rights or obligations under this agreement without prior written consent of the other party.

Notice

22. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered via first-class mail and email to the Parties at the addresses set forth below:

To IAASB: James Gunn
International Foundation for Ethics and Audit
529 Fifth Avenue
New York, New York, 10017

Email: jamesgunn@profstds.org

To [the Company / Sponsoring Organization]:

Entire Agreement

23. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Counterparts

24. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Governing Law and Jurisdiction

25. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in a state or federal court located in the state of New York, County of New York. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

Severability

26. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and such adjudication shall not affect the validity, legality, and enforceability of the remaining provisions in this Agreement.

Please sign, date, and return the attached copy of this letter to confirm your agreement to the secondment.

Yours sincerely,

CEO
On behalf of [the Company / Sponsoring Organization]

Date: _____

James Gunn
Managing Director, IFEA

Date: _____