SECONDMENT POLICY
(H28)

If you require a copy of this policy in an alternative format (for example large print, easy read) or would like any assistance in relation to the content of this policy, please contact the Equality and Diversity team on 01803 656680.
Date of Issue: May 2016
Version: 1.1
Author: HR Manager
Directorate: Workforce and Organisational Development

Approval Route
Approved By: JCNC
Date Approved: 12 May 2016

Links or overlaps with other policies:

Amendment History

<table>
<thead>
<tr>
<th>Issue</th>
<th>Status</th>
<th>Date</th>
<th>Reason for Change</th>
<th>Authorised</th>
</tr>
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<tr>
<td>1.1</td>
<td>Approved</td>
<td>February 2019</td>
<td>General review and audit</td>
<td>HR Advisor</td>
</tr>
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Rapid Equality Impact Assessment

<table>
<thead>
<tr>
<th>Policy Title (and number)</th>
<th>Secondment Policy</th>
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</thead>
<tbody>
<tr>
<td>Policy Author</td>
<td>HR Directorate</td>
</tr>
<tr>
<td>Version and Date (of EIA)</td>
<td>Version 1 May 2016</td>
</tr>
<tr>
<td>Associated documents (if applicable)</td>
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</tbody>
</table>

**RELEVANCE:** Does the aim/purpose of the policy relate to each of the aims of the Public Sector Equality Duty?

- Eliminate unlawful discrimination or other conduct prohibited by the Equality Act 2010: Yes
- Advance equality of opportunity between people from different groups: Yes
- Foster good relations between people from different groups: Yes

**SIGNIFICANCE AND IMPACT:** Consider the nature and extent of the impact, not the number of people affected.

- Does the policy affect service users, employees or the wider community? (if no, proceed to sign off): Yes
- Does the policy affect service delivery or business processes?: No
- Does the policy relate to an area with known inequalities (deprivation/unemployed/homeless)?: No

**EQUALITY ANALYSIS:** How well do people from protected groups fare in relation to the general population?

Please note: Any ‘Yes’ answers may trigger a full EIA and must be referred to the equality leads below.

- Is it likely that the policy/procedure could treat people from protected groups less favorably than the general population? (see below)
- Age: No
- Disability: No
- Gender: No
- Sexual Orientation: No
- Race: No
- Gender Reassignment: No
- Pregnancy/ Maternity: No
- Religion/Belief (non): No
- Gender Reassignment: No
- Pregnancy/ Maternity: No
- Marriage/ Civil Partnership: No

Is it likely that the policy/procedure could affect particular ‘Inclusion Health’ groups less favorably than the general population? (substance misuse; teenage mums; carers; travellers; homeless; convictions; social isolation; refugees)

- No

Please provide details for each protected group where you have indicated ‘Yes’.

**What if any is the potential for interference with individual human rights?**

(Consider the FREDAG principles of Fairness/ Respect/ Equality/ Dignity/ Autonomy)

N/A

**RESEARCH AND CONSULTATION**

What is the reason for writing this policy? (What evidence/ legislation is there?)

Guidance of process and conditions of a secondment.

Who was consulted when drafting this policy/procedure? What were the recommendations/suggestions?

JCNC

**ACTION PLAN:** Please list all actions identified to address any impacts

<table>
<thead>
<tr>
<th>Action</th>
<th>Person responsible</th>
<th>Completion date</th>
</tr>
</thead>
</table>

**AUTHORISATION**

<table>
<thead>
<tr>
<th>Name of person completing the form</th>
<th>HR Manager</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validated by (line manager)</td>
<td></td>
<td>Signature</td>
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</table>
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1 Policy Statement

1.1 Torbay & South Devon NHS Foundation Trust is committed to promoting recruitment, retention and development. Secondment provides individuals with the opportunity to widen their personal and career development. It provides the Trust with the ability to identify individuals’ with specific skills and/or specialist knowledge to assist on specific project work.

1.2 The policy addresses secondments from and to external organisations where there is a mutual benefit.

2 Purpose

2.1 The purpose of this policy is to provide guidance on the management and implementation of secondments inside and outside of the organisation. To provide an accountable and transparent framework ensuring that secondment opportunities are equitable, fair and effective in balancing the interests of the organisation and the rights of the individual.

3 Scope

3.1 This policy applies to all staff employed by Torbay & South Devon NHS Foundation Trust, together with those on a joint contract with the organisation and another employer.

4 Equality and Diversity Statement

4.1 The Trust is committed to preventing discrimination, valuing diversity and achieving equality of opportunity. No person (staff, patient or public) will receive less favourable treatment on the grounds of the nine protected characteristics (as governed by the Equality Act 2010): sexual orientation; gender; age; gender re-assignment; pregnancy and maternity; disability; religion or belief; race; marriage and civil partnership. In addition to these nine, the Trust will not discriminate on the grounds of domestic circumstances, social-economic status, political affiliation or trade union membership.

4.2 The Trust is committed to ensuring all services, policies, projects and strategies undergo equality analysis.

5 Definitions

5.1 Secondment: A secondment is an arrangement whereby an employee is temporarily assigned to work for a different part of the Trust or a separate employer.

5.2 Secondee: the employee taking up the secondment opportunity.

5.3 Seconding Manager: the manager of the Secondee prior to the secondment.

5.4 Host Employer/Manager: the employer/manager during the period of the secondment.
6 Roles and Responsibilities

6.1 Seconding Managers are responsible for:

- Having an open and constructive discussion with the employee following a request to consider a secondment.
- Considering all requests for a secondment in a timely and reasonable manner.
- Ensuring that any decision is balanced against the needs of the service and the needs of the individual.
- Confirming in writing the reasons for their decision to the employee.
- Completing appropriate documentation to ensure that the secondment is effectively managed through the ESR and payroll.
- Maintaining regular contact with the employee and host manager and notifying the employee of any organisation change that would affect the employee’s substantive post.
- Debriefing the employee upon their return to work and providing refresher training and local induction as appropriate, ensuring all mandatory training and employment checks are up to date.
- Ensuring all decisions regarding secondment are made consistently and equitably.

6.2 Employees are responsible for:

- Providing sufficient information on the application and in discussion to enable the manager to make an appropriate decision.
- Recognising the demands of service provision and be prepared to constructively discuss alternatives or changes to their plans in order to balance their own wishes with the needs of the service.
- Ensuring they comply with and meet the terms and conditions of the secondment.
- Ensuring they adhere to the host employers policy requirements.
- Maintaining contact with their line manager during the period of the secondment.
- Where applicable maintain professional registration or other fundamental requirements affecting their role.
- Undertake and refresher training and local induction as appropriate upon their return; ensuring all mandatory training is up to date.

6.3 Host Managers are responsible for:

- Complying with the terms and conditions of the secondment agreement.
- Ensuring that the Secondee attends any relevant statutory and/or mandatory training.
- Regularly reviewing the Secondee’s performance and monitoring any attendance and conduct issues, liaising with the seconding manager.
- Communicate to the Secondee’s manager details of their performance against agreed objectives at regular intervals and at the end of the secondment.

7 Eligibility for a Secondment

7.1 Secondment opportunities are available to staff that are employed by the Trust on a substantive basis with 12 months service.
7.2 In limited circumstances where it is of benefit to the Trust consideration will be given to secondments of substantive staff with less than 12 months service.

7.3 Staff must obtain that agreement of their line manager to undertake a secondment before making any application for a seconded post. There is no automatic entitlement to a secondment.

8 Length of Secondment

8.1 Secondments are usually for a temporary and often fixed period of time. Secondments can be for a minimum of 2 months and not normally longer than 12 months. A secondment can be undertaken on a full and part-time basis.

8.2 Secondments can be extended in exceptional circumstances and with the agreement of the seconding and host managers in conjunction with their senior manager where required.

8.3 Discussions should take place at least eight weeks before the end of the secondment to review whether the secondment post still exists and whether there is a permanent post, fixed term contract or the post is no longer required. Where the return is not straightforward it is recommended that the manager meet with the member of staff to have this discussion.

9 Extension of Secondment

9.1 A new secondment agreement must be completed and signed by all parties if the secondment is extended the extension should not normally exceed 2 years.

9.2 It would not be normal practice to agree a further secondment within 12 months of the individual returning to their substantive post.

10 Reaching an Agreement to a Secondment

10.1 Employees should submit a written application on the form provided at Appendix 1. The form should be submitted to the individual’s line manager as soon as possible and prior to the employee applying for the post.

10.2 The line manager should arrange to meet with the individual to discuss the application in more detail including the reason for the secondment. The manager should ensure the individual has a copy of the Secondment policy and understands the implications of taking a secondment.

10.3 Following this meeting the line manager should make a decision on agreeing or refusing the application, (subject to Vacancy and Scrutiny panel approval if the post requires cover). For Medical and Dental staff the application form should also be approved by the Associate Medical Director. When considering a request for a secondment the consideration must be given to the provision of cover during the period of absence.
10.4 Each application will be considered on its own merits but the following criteria will form part of the considerations:

- The purpose of the application
- The employee’s present post and the ease with which the individual can be covered on a temporary basis.
- Service pressures and performance and how the employee’s absence may affect these.
- Flexibility or alternative arrangements which would enable the secondment to take place.
- The length of secondment requested
- Other staff absences within the service
- Forthcoming organisational change or service changes pending
- The employee’s attendance, performance and disciplinary records
- The employee’s record of previously agreed periods of paid/unpaid leave.
- The opportunity to gain additional experience/development that will demonstrate, on return to the substantive post, a valuable contribution to the Trust’s patient/non-patient services

10.6 If granted, the internal secondment may be delayed until adequate cover arrangements are made.

10.7 In special circumstances the Trust may design and initiate secondments in partnership with other organisations in order to progress joint strategies or projects. In such circumstances, individuals may be identified for secondment because of the requisite skills and experiences and as a consequence may be approached by their line manager.

10.8 Where an Internal secondment has been agreed the substantive line manager should complete the Internal Secondment agreement (Appendix 3) and ensure this is signed by the receiving manager and Secondee. A copy of the agreement should be sent to the Secondee together with a covering letter (Appendix 2).

10.9 Where an External Secondment has been agreed the substantive line manager should complete the External Secondment agreement (Appendix 4) and ensure this is signed by the Host employer and Secondee. A copy of the agreement should be sent to the Secondee and host employer together with a covering letter (Appendix 2).

10.10 Where a decision is reached to reject the Secondment Application the manager should communicate this in writing to the employee (Appendix 5).

11 Keeping in Touch Arrangements

11.1 When the secondment is arranged, the line manager and employee will discuss keep in touch arrangements. These should reflect the nature of the individual’s role and the length of the secondment. The arrangements should be sufficient to ensure that the employee continues to feel connected with the Department/Trust.

11.2 On return from a secondment the line manager must ensure that the employee is appropriately inducted back into the Trust. This should include plans for refresher and
mandatory training where appropriate.
The line manager may also wish to consider meeting with the employee 3 months from
their return to review how the employee is settling back into the workplace and to
determine whether any further support or training is needed.

11.3 During a secondment an employee may continue to apply for Trust advertised vacancies.
Employees should be aware however, that if they are successful, it is not guaranteed
that the secondment can continue and this will depend on the demands of the service in
the area where the new post is.

12 On Return from Secondment

12.1 An employee must confirm their date of their return to work in writing to their line
manager, prior to taking the secondment.

12.2 Under the provisions of this scheme there is no guarantee of re-employment or
appointment to a particular post at the end of a secondment.

12.3 Where a secondment is for 12 months or less the Trust will endeavour to facilitate the
individual’s return to their substantive post. Where this is not possible then the Trust will
endeavour to offer a post at a similar pay band and responsibility to that held before the
secondment, taking into account the employee’s experience, achievements and
qualifications.

12.4 Where a secondment is for 12 months or more and/or where an individual wishes to
extend their secondment this must be negotiated and agreed locally in advance between
the relevant senior manager, line manager and the employee. These discussions should
include agreement regarding the individual’s return and whether or not the Trust is in a
position to facilitate the individual’s return to their substantive post or where this is not
possible the ability to offer a post at a similar pay band and responsibility to that held
before the secondment.

12.5 If there are no suitable posts available immediately then the Trust will seek to find
appropriate duties for a period not exceeding 3 months to enable time to find a suitable
alternative. In circumstances where a post is offered at a lower pay band than the
substantive post held before the secondment, pay protection arrangements will not
apply. In accepting the post the employee does so on the terms and conditions of the
role offered.

12.6 If the individual has failed to maintain their registration, or another absolute requirement
for their role, they will forfeit their right to return to their former role, and then the Trust
will consider this a breach of contract and reserves the right to terminate the employee’s
employment without notice. Employees will be required to provide evidence of their
registration before their return to work.
13 **Terms & Conditions of Service during a Secondment**

13.1 During the period of secondment, the Secondee will normally continue to receive their basic salary, with pay increases and increments where appropriate, together with associated allowances based on their contracted hours.

13.2 The exceptions will be:

- Where the secondment is to a post that is of a higher band or more contracted hours, in which case the hours and band of the seconded post will take preference.
- Where the secondment is to a lower banded post and is not appropriate or justifiable to continue to pay the Secondee at their substantive salary.
- Where a Secondee has negotiated their own salary with an external organisation.
- Any expenses must be agreed and paid by the Host employer; there should not be an additional cost to the Trust.

13.3 Any enhancements that would normally apply to the individual’s substantive post will not continue during the period of secondment. Any enhancements earned in the seconded post will be paid in accordance with the entitlements of that post.

13.4 During the secondment the Secondee will remain employed by the Trust and their terms and conditions of employment will remain in force, except (in limited circumstances) where they are varied by the secondment agreement.

13.5 With **internal** secondments the management of the Secondee’s performance, attendance and conduct will the responsibility of the host manager.

13.6 With **external** secondments the Host employer will assume day-to-day management of the Secondee but the Trust will retain responsibility for appraisals, attendance, grievance, performance and disciplinary sanctions. The Host employer will be expected to give such assistance and cooperation as required with regard to these matters during and after the secondment and this may include the monitoring of attendance, performance and conduct.

14 **Pension Arrangements during a Secondment**

14.1 External secondments that relate to a period of employment outside the NHS would need to be considered and approved by the NHS Pensions Agency, on an individual basis, if there was a wish for the service to be regarded as continuous and reckonable for pension purposes. In such cases the employee should discuss this with the Trust’s Pensions Manager before the secondment is agreed.

15 **Review Procedure against decision not to grant a Secondment**

15.1 Decisions regarding secondment should be dealt with in a reasonable manner. An employee who believes that their request has been unreasonably refused has the opportunity to request a review against the decision using the following procedure.
15.2 A written letter of review must be submitted to the appropriate manager (at a level above the manager who made the original decision) within 14 calendar days of the letter confirming the refusal. The letter should detail the reasons why the employee believes the original decision was not appropriate.

15.3 The senior manager will review the original decision and assess whether or not the decision reached was appropriate in all the circumstances. In making this decision the senior manager may find it helpful to meet with either or both the employee and manager where appropriate. The outcome of the review will be communicated in writing. The outcome of the Senior Manager’s decision is final.

16 Training and Awareness

16.1 Advice and support will be provided by the HR team to support staff and managers in adhering to this policy and their understanding of dealing with a secondment.

16.2 The HR team will raise awareness of this policy through the publication of information on ICON and to advise staff of changes to the policy through the staff bulletin and ratification processes.

17 Contact Details

17.1 Any queries regarding this policy should be directed to the HR team of the Directorate of Workforce and Organisational Development.

   • HR Helpline – 01803 655754 (ext. 55754)
   • HR department – 01803 654506

18 Monitoring, Audit and Review Procedures

18.1 This policy will be monitored and audited on a regular basis. A full review will take place every two years by the Directorate of Workforce and Organisational Development unless legislative changes determine otherwise.
19. Appendix 1 – Application for a Secondment

Section One: To be Completed by the Applicant

<table>
<thead>
<tr>
<th>Title: Mr/Mrs/Miss/Dr.</th>
</tr>
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<tbody>
<tr>
<td>Last Name _____________________________</td>
</tr>
<tr>
<td>First Name _____________________________</td>
</tr>
<tr>
<td>Post ___________________________</td>
</tr>
<tr>
<td>Band ________</td>
</tr>
<tr>
<td>Pay Point ________</td>
</tr>
<tr>
<td>Contract Hours _______________</td>
</tr>
<tr>
<td>Working Pattern ____________________</td>
</tr>
<tr>
<td>Department __________________________</td>
</tr>
<tr>
<td>Service Delivery Unit ___________________</td>
</tr>
<tr>
<td>Contact Numbers: Home ________________</td>
</tr>
<tr>
<td>Mobile ____________________________</td>
</tr>
</tbody>
</table>
| Email Address _______________________
| Home Address _________________________|

### Secondment Details

| Post ___________________________     |
| Band ________     |
| Pay Point ________ |
| Pay Allowances ___________________________|
| Name of Host Employer ___________________  |
| Dept. ____________________________|
| Period of Secondment From: ____________|
| To: ____________________________|

Please identify how this secondment will contribute to your personal and professional development and how it will enhance your role and benefit the Trust.
Section Two: To be completed by the Line Manager

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Position</td>
<td></td>
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</table>

Do you Approve this application?  
YES ☐  No* Please give details ☐  

Reasons application is denied  

Signed |  
Date:  

To be completed by Associate Medical Director (for medical and dental)

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Position</td>
<td></td>
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</tbody>
</table>

Do you Approve this application?  
YES ☐  No* Please give details ☐  

Reasons application is denied  

Signed |  
Date:  

Copy to be retain on the personal file with additional copy sent to Payroll
20. Appendix 2 – Approval of Application for Secondment

Dear

I am writing further to your request to take a Secondment, to confirm that your application has been approved. This offer is in accordance with the terms and conditions set out in the Trust’s Secondment policy, which you agreed to abide by during the course of your secondment.

The individual details of your secondment are as identified in the attached Internal/External [delete as appropriate] Secondment Agreement.

Please ensure that you read the enclosed agreement and return a signed copy to me keeping a copy for your own records.

May I take this opportunity to wish you well in your forthcoming secondment.

Yours sincerely

Copy: to be retained on individuals personal file
21. **Appendix 3 – Internal Secondment Agreement**

<table>
<thead>
<tr>
<th>1. Personal Details of Secondee</th>
</tr>
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<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Job Title:</td>
</tr>
<tr>
<td>Service Business Unit:</td>
</tr>
<tr>
<td>Dept:</td>
</tr>
<tr>
<td>Band:</td>
</tr>
<tr>
<td>Pay Point:</td>
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<tr>
<td>Contracted Hours:</td>
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<table>
<thead>
<tr>
<th>2. Secondment Details</th>
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<tbody>
<tr>
<td>Job Title:</td>
</tr>
<tr>
<td>Service Business Unit:</td>
</tr>
<tr>
<td>Dept:</td>
</tr>
<tr>
<td>Band:</td>
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<tr>
<td>Pay Point:</td>
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<tr>
<td>Contracted Hours:</td>
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<tr>
<td>Period of Secondment</td>
</tr>
<tr>
<td>From:</td>
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<tr>
<td>To:</td>
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<table>
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<tr>
<th>3. Funding Arrangements</th>
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<tbody>
<tr>
<td>Please Specify</td>
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</table>

<table>
<thead>
<tr>
<th>4. Agreement (please tick appropriate boxes)</th>
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<tbody>
<tr>
<td>☐ The applicant will return to their substantive post after the secondment</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>☐ The applicant will return to equivalent post on no less favourable terms and conditions</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Conditions of Secondment</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Individuals will be entitled to return to a post with no less favourable terms and conditions of service. In some circumstances it may be feasible to offer a return to the substantive role.</td>
</tr>
<tr>
<td>5.2 Where a secondment is for 12 months or less the Trust will endeavour to facilitate the individual’s return to their substantive post. Where this is not possible then the Trust will endeavour to offer a post at a similar pay band and responsibility to that held before the secondment, taking into account the employee’s experience,</td>
</tr>
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</table>
achievements and qualifications.

5.3 If there are no suitable posts available immediately then the Trust will seek to find appropriate duties for a period not exceeding 3 months to enable time to find a suitable alternative. In circumstances where a post is offered at a lower pay band than the substantive post held before the secondment, pay protection arrangements will not apply. In accepting the post the employee does so on the terms and conditions of the role offered.

### 6. Professional Registration

6.1 It is a condition of the secondment that (if applicable) you maintain your registration. If you fail to do so, or another absolute requirement for your role, you will forfeit your right to return to your former role, and then the Trust will consider this a breach of contract and reserves the right to terminate your employment without notice. You will be required to provide evidence of your registration before you return to work.

### 7. Secondment Agreement Signatures

<table>
<thead>
<tr>
<th>I confirm my agreement to the secondment in accordance with the conditions set out above and for the period stated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s signature:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I agree to release this employee to undertake the secondment for the agreed period stated above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Manager’s signature:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I agree to accept this employee for secondment for the agreed period stated above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>(Manager responsible for the secondment post)</td>
</tr>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>

**Copy:** One Copy for Personal File
One Copy for Secondee
22. Appendix 4 – External Secondment Agreement

THIS AGREEMENT is made on XXXXXXXX

BETWEEN:

(1) Torbay & South Devon NHS Foundation Trust ("the Trust");

of Hengrave House, Torbay Hospital, Lawes Bridge, Torquay, TQ2 7AA

and

(2) XXXX (name of seconded organisation/host employer)

and

(3) XXXXXXXX of XXXXXXXXXXXX ("the Secondee")

WHERE:

(A) The Secondee is, and throughout the duration of this Agreement shall remain,

employed by the Trust under the Service Agreement.

(B) The parties have agreed that the Secondee shall be seconded to the XXXX upon

the terms and conditions set out in this Agreement.

1. Definitions and interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

"Secondment Period" shall mean a period of XXXXXXXX year commencing on

XXXXXX

Secondee shall be the individual being seconded

Host Employer shall refer to the organisation that the secondee is being

seconded too.

1.2 The headings in this Agreement shall not affect its construction or interpretation.

2. Equality & Diversity Statement

2.1 By way of signature to this agreement XXXX (insert name of host employer)

confirms that they operate effective equal opportunities and anti-harassment

policies and is compliant with all equality legislation.
2.2 Affording the secondee protection from discrimination and mistreatment whilst carrying out his/her secondment duties.

3. Secondment

3.1 Subject to the termination provisions contained in clause 16, the Trust agrees to second the Secondee to XXXXX (insert name of Host Employer) for the Secondment Period.

3.2 During the Secondment Period, the Secondee will remain employed by the Trust under the NHS terms and conditions, which shall remain in force.

3.3 Notwithstanding clause 2.2, whilst undertaking work for the Host Employer, the Secondee shall be subject to the terms and conditions set out in this Agreement (save as expressly stated otherwise) and be under the day to day operational management of XXXXX but shall remain subject to the overall control of the Trust.

4. Duties

4.1 During the Secondment Period, the Secondee shall perform the duties of a XXXXXXXXXXXX and their base shall be XXXXX. A full job description should be provided.

4.2 In addition, the Secondee shall carry out all reasonable instructions given by the Host Employer during the Secondment Period and shall use the Secondee’s best endeavours to promote the interests of (insert name of secondment organisation).

4.3 When undertaking duties on behalf of the Host Employer, the Secondee will be required to comply with (but also entitled to benefit from) the host employer’s operational policies and procedures relating to staff. The Secondee will be advised of these policies and procedures upon commencement of the Secondment Period.
5. **ACCOUNTABILITY**

5.1 The Secondee will be accountable to such members of staff as are designated in the job description.

6. **REMUNERATION**

6.1 In consideration for the Secondee carrying out the duties under this Agreement, the Secondee shall receive a salary of £XXXXXX per annum payable to the Secondee on such days and in such manner as provided for under the NHS Contract of Employment.

6.2 The Secondee shall receive this salary directly from the Trust together with any additional remuneration due to the Secondee under the NHS Contract of Employment and XXXXX (insert name of Host Employer) shall reimburse the Trust in accordance with the provisions of clause 6.4.

6.3 The Trust shall be responsible for administering all payments in respect of the Secondee's salary and benefits including making appropriate deductions for tax and national insurance contributions.

6.4 Subject to receiving from the Trust a monthly invoice in respect of the duties carried out by the Secondee on behalf of the Host Employer during the previous month, XXXXX (insert name of Host Employer) agrees to pay to the Trust an amount equal to the gross remuneration paid by the Trust to the Secondee in respect of the Secondee carrying out the duties under this Agreement. Such payments shall be exclusive of VAT but shall include:-

   6.4.1 The gross pro rata salary referred to in clause 6.1;
   6.4.2 National Insurance contributions payable by the Trust in respect of the Secondee's salary;
   6.4.3 A proportion of any statutory or contractual sick pay;
   6.4.4 A proportion of any maternity, paternity or adoption pay;
6.4.5 A proportion of any pension contributions due under the NHS Contract of Employment.

6.5 The sums payable under this clause shall accrue on a day-to-day basis and shall be payable by the XXXXX at monthly intervals commencing one month from the start date of the Secondment Period.

6.6 On the termination of this Agreement all sums then due and owing by the XXXXX (insert name of Host Employer) shall be paid immediately to the Trust.

7. **SALARY SCALES AND INCREMENTS**

The Secondee will be paid on the salary scale XXXXXX and incremental progress will be in accordance with XXXXX

8. **Secondary Employment**

8.1 During the Secondment Period, the Secondee may continue to undertake work for the Trust on a part-time basis at the same or different band (providing that such work does not interfere in any way with the Secondee’s duties to the Host Employer under this Agreement).

9. **EXPENSES**

9.1 Subject to clause 9.2, the XXXXXX(insert name of Host Employer) shall refund to the Secondee all reasonable travelling expenses (excluding travel to and from work) and other expenses necessarily incurred by the Secondee in the exercise of the Secondee’s duties on behalf of the them during the Secondment Period.

9.2 Payment of expenses shall be made in accordance with the XXXXX rates and procedures and, if required, shall be dependant upon the Secondee producing proper invoices or other evidence of expenditure incurred.
10. **HOURS OF WORK**

10.1 The Secondee’s hours of work are **XXXXXXX per week**, the pattern of which shall to be agreed between the Secondee, the Secondee’s Line Manager.

11. **HOLIDAYS**

11.1 The holiday year shall be April to March.

11.2 The Secondee shall be entitled to paid holiday in proportion to the percentage of full time hours worked for the Host Employer (in addition to public holidays) during each holiday year of the Secondment Period.

11.3 Such holiday entitlement forms part of the Secondee’s total holiday entitlement under the NHS Contract of Employment and is not an addition thereto.

11.4 The timing of such holiday leave must be agreed with the Secondee’s relevant Manager who will take into account both individual preferences and operational requirements.

12. **SICKNESS**

12.1 In the event of absence on the grounds of sickness or injury the Secondee (or someone on the Secondee’s behalf) must inform their line manager within the Host Employer of the reason for the absence. The host employer will advise the Secondee’s Trust Manager of the absence.

12.2 In all other respects the Secondee will be required to comply with the Trust’s Absence policy, a copy of which will be made available to the host employer.

12.3 Copies of medical certificates submitted by the Secondee to host employer are to be sent to the Secondee’s Trust manager.
13. INFORMATION

13.1 The XXXXXX(insert name of Host Employer) shall provide the Trust with all such information as the Trust may reasonably require in respect of the duties, which the Secondee performs, and the experience, which the Secondee gains during the course of Secondment Period.

13.2 The XXXX(insert name of Host Employer) shall maintain records regarding the Secondee’s conduct and performance and shall report to the Trust in respect of:

13.2.1 Any absence due to sickness or injury;
13.2.2 Details of alleged misconduct and any disciplinary action proposed to be taken; and
13.2.3 Details of any performance-related concerns and any action proposed to be taken or agreement reached with the Secondee in this respect.

13.3 Notwithstanding the provisions of clause 12, the Trust shall immediately inform the host employer if the Trust receives notice that the Secondee shall be absent from work on any grounds.

14. PERFORMANCE AND APPRAISAL MONITORING

14.1 The XXXXX(insert name of Host Employer) shall:

(a) co-operate with the Trust to appraise and monitor Seconded Staff in accordance with the Trust’s performance and appraisal policies and practices (for the avoidance of doubt, the XXXXX(insert name of Host Employer) will be responsible for the appraisal and monitoring of Seconded Staff during the Seconded Period);
(b) respond to a request from the Trust for a written report of any reportable staff incident concerning any Seconded Staff and meet with the Trust to discuss the content of such reports.
(c) provide copies of any appraisal of any Seconded Staff to the Trust for the maintenance of the staff personnel file.

15. DISCIPLINE
15.1 Subject to Clause 15.2 below, The Trust shall be responsible for taking any necessary disciplinary action against any Secondee during the secondment period. In this regard:

(a) The XXXXX (insert name of Host Employer) shall notify the Trust in writing of the details of any circumstances, which they consider may result in disciplinary action being taken in respect of any Secondee. The Trust in conjunction with the seconded Organisation shall investigate the matters raised by the Host Employer in accordance with the Trust's disciplinary policy and procedures and the Host Employer agrees to provide the Trust with such co-operation as the Trust may reasonably require.

(b) If the Trust considers that the matter should be dealt with under the Trust's disciplinary policy and procedures, the Trust shall notify the Host Employer in writing as soon as reasonably practicable and the Host Employer agrees to provide the Trust with such co-operation as the Trust may reasonably require. The Trust shall consult the Host Employer and its views shall be given proper consideration prior to the imposition of any disciplinary sanction, which shall be the sole decision of the Trust. The Host Employer will be notified of any action to be taken.

16. GRIEVANCE PROCEDURE

16.1 The Trust in conjunction with the Host Employer shall be responsible for dealing with any grievance raised by the Secondee in accordance with Trust Policies. The Trust shall investigate the matters raised in such grievance and take such measures as are required in accordance with the Trust Policies. The Host Employer shall provide the Trust with such co-operation as the Trust may reasonably require.

17. TERMINATION
17.1 This Agreement shall automatically terminate if the Secondment Agreement is terminated before the expiry of the Secondment Period.

17.2 During the Secondment Period the XXXX(insert name of Host Employer) may terminate this Agreement by giving 3 months notice if:
   17.2.1 the Secondee fails to carry out the reasonable instructions;
   17.2.2 the Secondee is guilty of gross misconduct (as interpreted by the Trust in accordance with its disciplinary rules and procedures); or
   17.2.3 the Secondee is convicted of a criminal offence (excluding a road traffic offence for which the Secondee is not sentenced to a term of imprisonment; subject to clause 17.2.2.

17.3 Any of the three parties to this Agreement may terminate it for any reason by giving to the other parties not less than three months notice in writing.

18. REDUNDANCY

18.1 In the event that the Secondee is transferred back to the Trust and no further employment in the Trust can be identified, the XXX(insert name of Host Employer) will bear all/part/none (delete as appropriate) of any redundancy costs.

The following should be included where an agreement has been reached that the Host Employer will bear part or all of any potential redundancy cost

18.2 The liability for redundancy costs will be linked to the length of time of the secondment to the XXX(insert name of Host Employer) as well as the extent to which the Secondee has been undergoing a full or part time secondment. The redundancy costs will be based on the individual’s entitlements within the current NHS provision at the time of employment termination including any associated final salary payments.

19. INTELLECTUAL PROPERTY
19.1 You will be required to abide by the current ‘Framework and Guidance on the Management of Intellectual Property within the NHS’.

19.2 If at any time in the course of the Secondee providing assistance to the Host Employer in performing the Services under this Agreement the Secondee makes or discovers or participates in the making or discovery of any Intellectual Property Rights relating to or capable of being used in the business of the Host Employer of which the Trust or the Host Employer becomes aware (and if the Host employer becomes aware of such it shall inform the Trust as soon as reasonably practicable) then in so far as it may lawfully so do and at the cost of the Trust, the Host Employer shall as soon as reasonably practicable disclose such details of such Intellectual Property Rights as the Trust may reasonably require to the Trust and insofar as it may lawfully so join with the Trust to negotiate a licence to exploit, develop, produce, market and sell things incorporating such copyright, design and patent rights in respect of Intellectual Property Rights created by Secondee in the course of providing assistance to the University in performing the Services under this Agreement in all parts of the world (subject to the host employer right to use the Intellectual Property Rights free of any charge in respect of the Services). The Trust and the host employer undertakes, during a period of six months after either party notifies the other of the existence of the intellectual property or the desire to exercise the option (whichever shall first occur) not to negotiate or in any other way discuss or collaborate with any other person regarding a licence, assignment or any other co-operation related to the intellectual property in question. If during such six (6) months’ period the Trust or the host employer does not indicate that it wishes to negotiate for such licence or indicates that it does not so wish then the Trust or the Host Employer shall be free to exploit the Intellectual Property Rights itself or conclude such commercial arrangements with others as it wishes.

20. INDEMNITY

20.1 The XXXX(insert name of Host Employer) hereby agrees to indemnify the Trust from and against all liabilities, costs and expenses in connection with or as a
result of any claim or demand by the Secondee arising from any act, fault or omission of the XXXX(insert name of Host Employer) in relation to the Secondee during the Secondment Period.

21. CONFIDENTIAL INFORMATION

21.1 The Secondee accepts that during the Secondment Period, the Secondee will be exposed to confidential information and accordingly agrees to treat as secret and confidential and not during the Secondment Period, nor at any time after the Secondment Period, for any reason, to disclose or permit to be disclosed to any person or otherwise make use or permit to be made use of, any information which the Secondee knows or ought reasonably to know to be confidential.

21.2 The Secondee further agrees that upon termination of this Agreement for whatever reason, the Secondee shall deliver up to the XXXX(insert name of Host Employer) all property belonging to the host employer and all documents (including copies) of whatsoever nature made or compiled by, or delivered to, the Secondee during the Secondment Period and concerning the business, finances or affairs of the host employer.

22. DATA PROTECTION

22.1 In order to administer the working relationship under this Agreement, the XXXX(insert name of Host Employer) will need to collect and maintain personal information about the Secondee. In addition, the Trust and the host employer will need to pass to each other, information concerning the Secondee's conduct and performance. By entering into this Agreement, the Secondee will be deemed to give the Host Employer and the Trust express authorisation to do that.

22.2 The XXXX(insert name of Host Employer) undertakes:-

21.2.1 To protect any information which it keeps and which is personal to the Secondee, safe from unauthorised access;
21.2.2 To check that such information is accurate and up-to-date from time to time;
21.2.3 To use such information only for the purpose of administering the working relationship under this Agreement.

23. MISCELLANEOUS

23.1 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

23.2 The benefit and burden of this Agreement may not be assigned or sub-contracted in whole or in part by either party without the prior written consent of the other parties.

23.3 This Agreement shall be governed by and interpreted in accordance with English laws and the parties submit to the jurisdiction of the English courts and tribunals.

Signed for and on behalf of the Trust

Name (print)  ……………………………
Post (print)  …………………………………………………………………
Dated  ……………………..

Signed for and on behalf of (insert name of Host Employer)

Name (print)  ……………………………
Post (print)  …………………………………………………………………
Dated  ……………………..

Signed by the Secondee  ……………………..  Dated: ……………………..

Name (print)  ……..
23. Appendix 5 – Rejection of Application for Secondment

Dear

Thank you for submitting your application for a Secondment. Having given your application due consideration and following discussion with senior colleagues, it is with regret that I am writing to advise you that I am unable to support your application for the following reasons:

- Xxx
- Xxx
- Xxxx

I would be happy to discuss these reasons in more detail with you should you wish.

You may also request a review of my decision. You can do this by submitting a written letter to …………………..within 14 calendar days of this letter. The letter should detail the reasons why you believe my decision is not appropriate.

Yours sincerely