

SECONDMENT POLICY

Department / Service:	Human Resources
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Accountable Director:	Director of People and Culture
Approved by:	JNCC
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This is the most current document and should be used until a revised version is in place	
Target Organisation(s)	Worcestershire Acute Hospitals NHS Trust
Target Departments	All
Target staff categories	All

Policy Overview:

This policy provides advice and support to colleagues undertaking secondments of employment within and from the Trust including manager responsibilities towards secondees.

See also WAHT– CG-822 Secondment to Pre-Registration Training for Nursing, Midwifery and Allied Health Professionals for pre-registration training salary support information.

Latest Amendments to this policy:

Policy drafted November 2018

Contents page:

Quick Reference Guide

1. Introduction
2. Principles
3. Scope of this document
4. Definitions
5. Responsibilities and Duties
6. Eligibility and Submitting an Application
7. Policy detail
 - Duration and extensions
 - Payroll and costs
 - Appraisal, performance management and revalidation
 - Terms and conditions
 - Ending the secondment and arrangements to return
 - Protection of Post
 - Organisational Change
 - Internal Secondments
 - External Secondments (out and in)
 - Right of Appeal
8. Mandatory Training
9. Monitoring this Policy
10. Background
 - Equality Requirements
 - Financial Risk Assessment
 - Consultation Process
 - Approval Process
 - Version Control

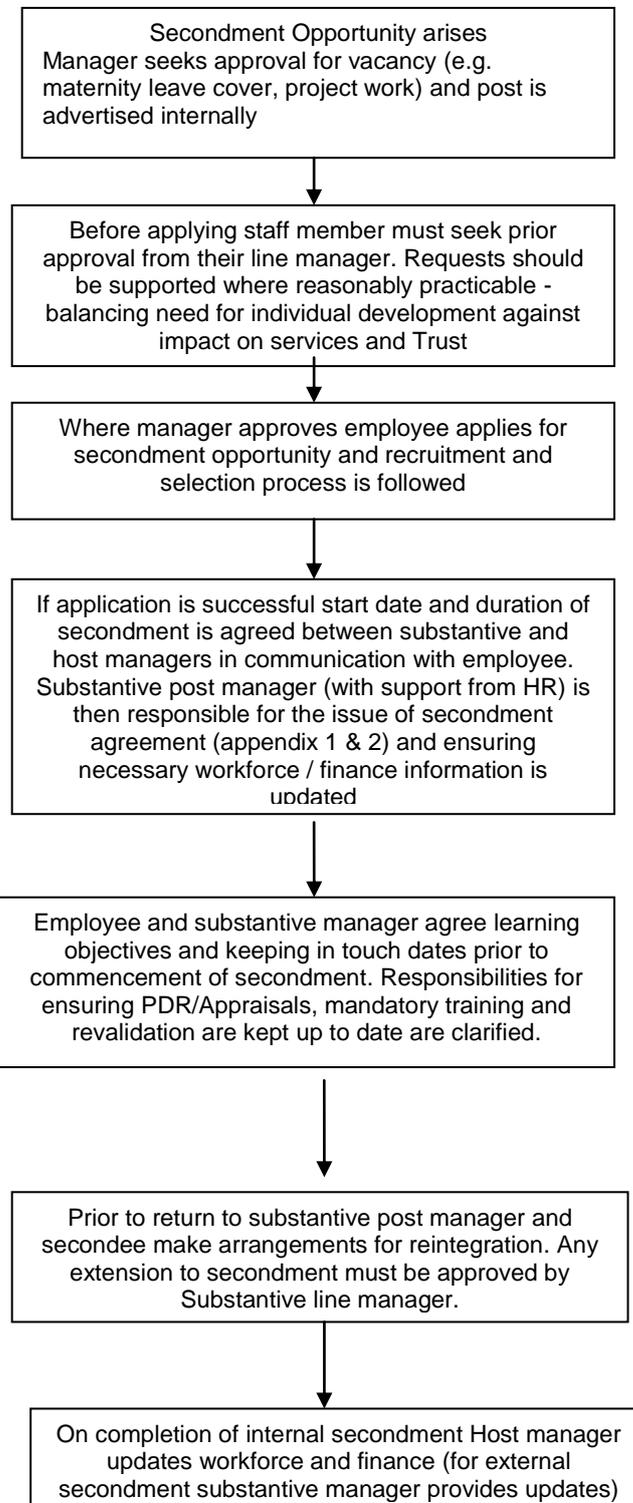
Appendices

1. Template Internal Secondment Letter
2. Template External Secondment Agreement

Supporting Documents

1. Equality Impact Assessment
2. Financial Risk Assessment

Quick Reference Guide - Internal Secondments



1. Introduction

Worcester Acute Hospitals Trust supports colleagues with their professional development by providing the opportunity to second to other roles within the Trust, to other organisations and to undertake further training and qualifications. Secondments offer benefits to both colleagues and the Trust, assigning individuals with particular skills to address short term projects or courses maximises the utilisation of the Trusts overall knowledge and skills base and provides colleagues with opportunities to develop, learn from experience and of working within a different department, or organisation.

This policy provides guidance on the facilitation, management and implementation of secondments. It includes a clear framework which must be followed to ensure that all opportunities are dealt with in a fair and equitable way, meeting the needs of individual employees and the Trust as a whole.

For secondments from other organisations into the Trust, the employing organisations secondment policy applies. The employee would need to seek permission from their employer and it would be the current substantive employer who would issue the secondment agreement.

2. Principles

The principle of this policy is to ensure that secondment requests are considered in an equitable, fair and effective manner that balances both the needs of the Trust and the rights of the employee.

The policy recognises the reciprocal benefits of secondments to the Trust, employees and partner organisations.

Although each secondment will vary in nature, the underlying principle of every secondment must be to pursue the professional development of the employee in the context of meeting the current and future needs of the Trust.

Further information on secondments to widening access, pre-registration training for nursing, midwifery and allied health professionals can be found in WAHT-CG-822

3. Scope of this document

This policy applies to all substantive employees of the Trust; it does not apply to acting up arrangements or to situations related to organisational change. Secondment opportunities apply to all employees.

4. Definitions

A secondment is a temporary formal transfer of an employee from their substantive post to another post within the Trust (internal secondment) or to a post in another approved organisation (external secondment). The duration of the secondment will be clear from the start and there is an expectation that the transferred employee will return to their substantive post at the end of the secondment.

Secondments will arise from formal recruitment processes and should not be confused with temporary acting up or specific projects agreed within the scope of substantive roles due to an urgent business need.

It is expected that some contractual terms might vary during the secondment dependant on the nature of the seconded role (e.g. salary, place of work, hours of work etc.) but that the employee's substantive terms and conditions will remain as they were prior to the secondment.

For the purposes of this policy the following terms related to secondments are defined as:

Secondee - an employee of the Trust who has entered into a secondment agreement, either within the Trust or at an approved external organisation.

Substantive post - the employee's ordinary job role and main purpose of employment within the Trust and the post from which a secondment (or subsequent secondments) is made.

Substantive Manager is the line manager of the substantive role.

Seconded role - the post within which a Secondee will temporarily provide services as defined by the role's job description.

Substantive employer –the employer where the secondee's substantive post is established and the organisation to which they remain in an employment contract.

Host employer – the organisation offering the secondment opportunity, for which the secondee will provide services as an employee of the substantive employer. Secondees will at no time enter into an employment relationship with host employer while the secondment is in effect.

Host Manager - the line manager of the seconded role.

5. Responsibility and Duties

Trust Board –has responsibility to oversee this policy and ensure that appropriate processes and actions are in place to ensure that secondments are considered and implemented in a fair and consistent manner which supports the development of colleagues throughout the Trust.

Executive/Corporate Directors –are responsible for ensuring appropriate systems and processes are in place across their Division to monitor the process of application for new secondments and management of on-going secondments in accordance with this policy.

People and Culture / HR Directorate - are responsible for introducing, operating and monitoring, in addition to providing advice and guidance in relation to this policy and ensuring the Trust is compliant with legislation relating to secondments.

Finance Department- will be responsible for ensuring timely and accurate recharges related to seconded individuals are processed either to or from the Trust.

Line Managers –are responsible for all decisions related to the approval and on-going management of secondments of Trust employees including:

- Considering requests from individuals, taking into account the overall benefit to the organisation, individual, department and organisational/departmental objectives.
- Considering the financial implications relating to backfilling/replacing post holders roles and any indirect expenses incurred

- Explaining the secondment arrangements to the individual backfilling the role (i.e. possibility of early termination of secondment).
- Ensuring that a secondment agreement is completed, signed and arrangements are made in communication with the host organisation / dept.
- Ensuring that where applicable the host organisation is invoiced for the secondee
- Completing payroll/workforce forms to ensure payroll are notified and ESR updated
- Providing an induction to the secondee on return to the department
- Ensuring learning objectives and outcomes are established prior to the secondment and coordinating these with the host manager
- Maintaining contact with the secondee and host manager during the secondment
- Monitoring the colleagues progress; reviewing outcomes of the secondment as part of the colleagues appraisal/PDR
- Liaising with host manager and conducting PDR / Appraisal where this falls within secondment period. Where both managers and the post holder agree the PDR can be completed by the Host manager
- Considering training needs once the colleague has returned back to their substantive role
- Liaising with the host manager to ensure compliance with the terms and conditions set out within the secondment agreement
- Holding the secondee's personal file

Host Managers are responsible for:

- Complying with the Trusts Recruitment and Selection policy when identifying a secondment opportunity
- Providing opportunities to fulfil training needs identified throughout the secondment and ensuring necessary mandatory training is completed by the secondee.
- Ensuring that the Secondment Agreement is signed by all parties involved.
- Organising an induction programme for the colleague, providing the colleague with new starter information such as: a background to the role / department, organisation functions, responsibilities, duties of the role, health and safety regulations and office procedures
- Completing payroll/workforce forms at end of secondment to ensure payroll are notified and ESR updated

All Staff – all staff employed by the Trust have an obligation to follow this policy and bring the Trusts' attention anything that could affect their application for or their on-going secondment. Secondees are responsible for actively participating and contributing to the secondment opportunity and ensuring contact with their substantive manager as outlined above.

6. Eligibility and Submitting an Application

Secondment opportunities are available to all staff; however there will be no automatic right to a secondment. Secondments will be offered following the Trust recruitment and selection process, it is unlikely that more than one secondment will be granted in any two year period, however all requests will be reviewed on their own merits.

Secondments will not be offered to staff who are subject to any formal disciplinary or performance management procedure. However, secondments may be considered for staff who are subject to sickness or absence management procedures if this would enable a quicker recovery.

Employees considering applying for a secondment should, prior to the application, seek approval from their existing line manager. This will help give clarity should the employee wish to continue with application and speed up the process if the employee is successful.

Prospective secondees should consider and provide the following information to their line manager when applying for a secondment:

- How does the potential secondment meet the development needs of the individual?
- Upon completion of the secondment how do the secondee's developmental objectives benefit the future operational requirement of the organisation?

Approval for secondments will not be unreasonably withheld; however, prior to the approval, line managers should consider the impact of the secondment on departmental and service needs. The decision to refuse a secondment should be made on sound service needs, backed by evidence that the secondment could be detrimental to service needs or patient care, for example:

- Additional costs involved will impose a burden
- Agreeing to the request will have a detrimental effect on the department's ability to meet patient demands
- The Trust is unable to reorganise work among existing staff
- Agreeing to the request will have a detrimental impact on quality
- Agreeing to the request will have a detrimental impact on performance

The substantive line manager will confirm approval or non-approval of a secondment request in writing.

For confirmed internal secondments (pre-authorised and successful application) all parties involved i.e. substantive manager, host manager and secondee must agree the commencement date and duration of the secondment together with arrangements for the substantive manager to remain in communication with the secondee and any other terms relevant to the internal secondment. Any relevant pre-employment checks should be completed and a confirmation letter issued (Appendix 1). The notice period to commence a secondment should not normally exceed the contractual notice period of the secondee unless agreed between the managers of the substantive and the seconded roles.

For secondments to external organisations, approval given at the pre-application stage is approval in principle only, with the final approval being subject to the Trust's satisfaction that the prospective employer and secondee can meet the terms of the secondment agreement.

Duration and extension of Secondments

Secondments should normally be for a period of over 3 months and not more than 12 months without renegotiation. No secondment may be open ended.

Secondments may be extended with agreement from all parties; however a new agreement must be reached and updated in accordance with individual development needs and organisational requirements.

Educational Secondments

Educational secondments (e.g.) Widening Access may be agreed for longer time periods to mirror course requirements, information on managers' responsibilities during educational secondments can be found in the External Secondment section.

UNION Secondment

Terms and conditions of service during the period of appointment as Trust Staff Side Chair will reflect those of the appointee's substantive post. On removal, or relinquishing the office of Trust Staff Side Chair, the individual will either return to their substantive post and hours, or an offer of employment, commensurate with the individual's previous role will be made. Further details of the appointment/secondment of Staff Side Chair are included in the Trust's Recognition Agreement.

Payroll and costs during secondment

Seconded employees will remain on the Trust's payroll system for the duration of their secondment.

For internal secondments it is expected that post holders will be placed in the budget for the post to which they are being seconded to avoid unnecessary internal recharges.

For external secondments substantive managers should liaise with their Divisional/Directorate business advisors to ensure that all recharges for costs related to the employment and administration of the secondee during their secondment are recovered.

For internal secondments substantive managers are responsible for change forms confirming the secondment and placing the secondee in the relevant established post and cost centre.

Secondments must incur no financial cost to the substantive employer or substantive budget, all cost associated with a secondment must be borne by the budget for the seconded role (internal) or by recharge/invoice (external).

It is recognised that there may be some opportunity cost or backfill cost during transition to and from a secondment, but these should normally be offset by the benefits of the employee's development as a result of the secondment process.

Appraisal /development review/ revalidation during secondments

The 12 month appraisal / PDR cycle will continue during secondment. Substantive managers have a responsibility to provide an appraisal of the secondee.

The appraisal should be facilitated in conjunction with the manager of the seconded role, who would be expected to directly contribute, proportionate to the appraisal period related to the secondment.

Where both managers and the post holder agree the Appraisal / PDR may be completed by the host manager, this is more likely to be appropriate for longer secondments.

For the purposes of revalidation it remains the employee's responsibility to identify a suitable appraiser as part of the on-going revalidation process.

Terms and Conditions during a secondment

The terms and conditions for secondees during a secondment will remain the same as those in effect prior to the initiation of the secondment, that is with the exception of those terms that vary by the nature of the seconded role (such as salary, base, hours of work etc.).

Any enhancements or protection arrangements that were a result of employment in the secondees' substantive post will not be paid during the secondment. For the purposes of time limited protection arrangements, the duration of the secondment will count as time spent in the appropriate protection period, but no payment will be made in relation to this time (i.e. the pay protection period will end as originally intended).

Upon completion of a secondment , the seconded will rerun to their substantive post on terms and conditions comparable to those that would have been in place as if they had remained in their substantive post for the duration of the secondment. See section (8.9) related to the protection of posts during secondment.

Ending of Secondments and Arrangements to return

Secondments may be terminated by any party with three months written notice, any variation to this is subject to mutual agreement by all parties.

Shorter periods of notice may be written into the secondment agreement subject to the condition that they are not detrimental to the service in relation to back-fill or other arrangements.

Where there are performance or other issues that may be detrimental to the continuation of a secondment, all parties should work together, using the appropriate Trust policy to resolve the issue.

Prior to return from secondment, arrangements should be made between the substantive manager and the seconded to re-integrate within their substantive service. This preparation should commence no later than four weeks before the planned return.

A de –brief session should be held to outline the development gained from the secondment and how this might be used to benefit the substantive role and service. The host employer should provide a brief summary of the employee's progress in the secondment.

Protection of the Post

It is anticipated that upon completion of the secondment, a secondee will return to their substantive role. However the substantive manger reserves the right to recruit on a permanent basis into the substantive post of the secondee where a significant service need arises. In this event it will be discussed with the employee prior to the commencement of any recruitment activity and upon completion of the secondment an alternative position of an equivalent Band, type and status will be provided.

Secondees will also be consulted on any other changes or proposed changes that may affect their substantive role during the course of their secondment.

Organisational Change during a secondment

If the seconded role becomes redundant, the employee will return to their substantive post having been given the appropriate notice.

In the event that a secondee's substantive post becomes affected by organisational change, such as redundancy or TUPE, they retain the same rights as other affected employees (such as being party to all communication, engagement and consultation processes related to the change).

INTERNAL SECONDMENTS

Documentation

Documentation required to support and initiate an internal secondment will be a changes form and internal secondment letter (Appendix 1) which will state the duration and any variation in contract in place for the duration of the secondment.

Managers seeking to arrange an internal secondment should liaise with HR for further guidance and template documents.

Pre-employment and on-going checks

The requirement for pre-employment checks required for a seconded role will remain in line with Trust's policies.

It is the responsibility of the secondee to maintain any professional registration, revalidation or DBS update relevant to the substantive or seconded roles.

Line Management, policies and procedures in place during an internal secondment

During an internal secondment, day to day operational line management, including the management of the secondee's performance, attendance and conduct shall be the responsibility of the host manager.

Where different from the substantive role, the operational policies and procedures of the seconded role will be the primary policies and procedures to be applied.

EXTERNAL SECONDMENTS

Documentation

Documentation required to support and initiate an external secondment will be a changes form and a Secondment agreement (Appendix 2) which will stipulate the duration and any variation in contract in place for the duration of the secondment.

The secondment agreement must be completed and signed by all parties involved in the secondment (i.e. the substantive employer, the host employer/organisation and the secondee).

Managers seeking to arrange an external secondment must obtain the current version of the secondment agreement template from their HR advisor at the earliest opportunity.

Line management, policies and procedures in place during an external secondment.

Day to day operational line management shall be provided by the host employer.

While seconded to an external organisation, a secondee will be the subject to the day to day operational policies and procedures of the host employer. The exception to this will be policies related to the employment of the individual such as performance management, disciplinary, grievance and managing attendance for which the substantive employer's policies will remain in place.

In the event of the performance management, disciplinary, grievance and managing attendance policies being initiated, the substantive line manager of the secondee will manage the process appropriately, with the facilitation and full cooperation of the host employer.

Before enacting any of the policies above, advice should be sought from HR by the substantive manager.

The host employer will be expected to cooperate with the implementation of Trust policies which would include, but is not limited to:

- The reporting of absence information to the substantive employer.
- Cooperating with investigations and grievance procedure
- Liaising and co-facilitating during the performance management process to set achievable targets and provide appropriate support to the secondee
- Certifying expenses incurred are genuine.

Pre-Employment and on-going checks

It is the responsibility of the host employer to ensure that they have made satisfactory pre-employment checks for the secondee or that they are satisfied with existing checks in place at the substantive employer.

On-going employment checks and screening will continue where they are relevant to the seconded role, but costs associated with these shall be borne by the host employer. If on-going checks are anticipated, advice should be sought from HR prior to any agreement being made.

It is the responsibility of the secondee to maintain any professional registration or DBS update relevant to the substantive or seconded roles.

Intellectual Copyright

During a secondment to an external organisation, it is recognised that any intellectual property generated by a secondee in the normal course of his/her duties during the secondment will belong to the host employer, unless the property is subject to a collaboration agreement, either a part of a separate agreement or specifically described in the secondment agreement.

Commercial Sensitivity

Secondments to a competitor organisation will not normally be approved unless agreed by the appropriate Divisional Clinical, Nursing or Operational Director.

Secondments to partner organisations are encouraged within the terms of on-going partnership working, but due care must be given by the Directorate management to ensure that any potential commercially sensitive and compromising risks are managed.

Commercial sensitivity is an appropriate basis to refuse a secondment.

Receiving seconded individuals from external organisations

Employees from external organisations should be accepted on secondments to Trust posts on terms no less favourable to the Trust than those outlined for the secondment of the Trust's own employees.

At no time shall individuals seconded from external organisations be recognised as employees of the Trust during the period of their secondment.

The same principles should apply in the expectation of how Trust employees would work at an external organisation as for individuals seconded from external organisations to the Trust.

Consideration should be given to risks related to intellectual property and commercial sensitivity as well as the benefits of collaboration with employees from other organisations.

The responsibility for producing and implementing the secondment agreement lies with substantive employer.

Secondments from external organisations should cost the Trust no more than a comparable directly recruited employee either internally or externally.

Employees of external organisations will be recruited through the Trust’s recruitment and selection process, where pre-employment checks will apply. Prior to agreeing to support a secondment from an external organisation, managers should consult their relevant Divisional lead and their HR advisor.

Appeal

Where secondments or extensions to secondments are refused, employees have the right of appeal. Employees must notify their appropriate Line manager of their intention to appeal within 5 working days of the decision been made and notified in writing to the employee. Appeals must be made in writing stating the reason(s) for the appeal.

Mandatory Training and awareness

Line managers and secondees should ensure that the Trusts Mandatory Training Policy is followed.

Monitoring and compliance

The Trust will monitor compliance with this policy through regular audit of payroll and workforce data.

Contribution List

This document has been circulated to the following individuals for consultation;

Designation
HR Team
Divisions

This key document has been circulated to the chair(s) of the following committee’s / groups for comments;

Committee
Policy Working Group
JNCC

Appendix 1 Template Letter for Internal Secondment

**PERSONAL
ADDRESS**

Worcestershire Royal Hospital
 Charles Hastings Way
 Worcester
 WR5 1DD

DATE

Dear **NAME**

Secondment: JOB TITLE

Further to your recent interview I am delighted to confirm the details of your Secondment to the post of **JOB TITLE**

The Secondment to this role will commence on **DATE** and run to **DATE**, however this may be extended by agreement. In this seconded role you will report directly to **HOST MANAGER NAME** in my role as **JOB TITLE**.

In recognition of your increased responsibilities you will be placed on the XXX PAY SCALE and your salary will increase to XXXXX per annum. I can confirm that all of your other Terms and Conditions remain unchanged OR The pay band for this post is XXXX. You will be paid on the current salary for your substantive post and receive any allowances as per your existing contractual terms and conditions under Agenda for Change

At the end of this period, unless an extension to this Secondment is agreed, you will revert to your substantive role as **SUBSTANTIVE POST JOB TITLE** and will revert to the Terms and Conditions applicable to this role.

Over the coming weeks I will arrange to meet with you to discuss and agree the main objectives for you in this **SECONDMENT JOB TITLE** role. During the period of the secondment I will continue to be responsible for your Appraisal / PDR. Responsibility for ensuring your registration / revalidation is kept up to date and all mandatory training is completed lies with you and your **HOST MANAGER**.

I would like to take this opportunity congratulate you on this secondment and to wish you every success in the role.

With best wishes,

Yours sincerely

**NAME
JOB TITLE**

Appendix 2

Staff in Confidence

SECONDMENT AGREEMENT

[] Month Period Commencing [] and ending []

Made Between

Worcestershire Acute Hospitals NHS Trust
(Employer)

-and-

[]
(Secondment Organisation)

-and-

[]
(Employee)

1. DEFINITION AND INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings:

1.1.1 **"The Agreement"** means the Agreement concluded between the Secondment Organisation, the Employer and the Employee as set out in this document including all or any other documents that are incorporated or referred to herein.

1.1.2 **"The Contract of Employment"** means the Contract between the Employer and the Employee.

1.1.4 **"The Secondment Period"** means a fixed period from [] ending [] **subject** to earlier termination hereinafter provided.

1.1.5 **"The Secondment Services"** means the duties and services associated with the secondment, which may vary from time to time in accordance with the needs of the secondment organisation.

1.1.6 **"The Statutory Payments"** means PAYE, Employer and Employee National Insurance contributions and such other payments as may be required by law to be made in connection with the employment of the Employee.

2. PURPOSE

The purpose of this agreement is to describe the arrangements between Worcestershire Acute Hospitals NHS Trust (Employer) and [] (Secondment Organisation) for the secondment of [] (Employee) to [] as [] on a full time/part time basis from the [] ending on [].

The agreement sets out the expectations of all three parties and the arrangements for ensuring that these expectations can be properly met.

3. SECONDMENT

3.1 During the Secondment Period:

The post attracts Agenda for Change pay band []. The salary during the period of secondment will be [] per annum and will be subject to Agenda for Change increments and where Gateways exist, subject to satisfactory progress against the knowledge and skills profile.

3.1.2 The Employee shall provide the Secondment Services to the Secondment Organisation in accordance with the provisions of the Agreement whilst continuing to be employed by the Employer under the Contract of Employment. The Contract of Employment shall remain in force and the Employee shall not be an Employee of the Secondment Organisation;

3.1.3 the Employee shall, subject always to the control of the Secondment Organisation, perform the Secondment Services, whether or not they are within the scope of their normal duties under their Contract of Employment. Notwithstanding their job title contained within their Contract of Employment the Employee shall perform those Secondment Services as if they were specifically required under the Contract of Employment;

3.1.4 The Employee shall faithfully and diligently perform the Secondment Services and exercise such powers as may from time to time be reasonably assigned to them or invested in them by or under the authority of the Secondment Organisation for the performance of those Secondment Services. he/she shall obey all reasonable and lawful directions given to him by or under such authority in respect of the Secondment Services, and he/she will use his/her reasonable endeavours to promote the interests of the Secondment Organisation;

3.1.5 If the secondment post falls within the criteria for a DBS & Barring Service check as outlined within the NHS Employers Employment Check standards, then a check will be undertaken.

- 3.1.6 The Employee shall notify the Secondment Organisation of any absence due to sickness or holiday entitlement.

- 3.2 The Secondment Organisation will ensure that the Employee is provided with an induction programme suitable to their needs and is properly and sufficiently trained and instructed with regard to:
 - 3.2.1 The provisions of the Agreement;

 - 3.2.2 all relevant rules, policies, procedures and standards of the Secondment Organisation as provided by the Secondment Organisation and all relevant statutes and statutory instruments including those relating to fire risks, fire precautions and health and safety.

 - 3.2.3 Assessment and performance review processes

- 3.3 It is agreed between the parties that:
 - 3.3.1 The Employee will provide the Secondment Services from a base agreed by the Secondment Organisation and such other reasonable locations as requested by the Secondment Organisation;

 - 3.3.2 the resolution of any issues relating to the management of the Employee including disciplinary and grievance procedures, issues relating to pay and conditions, sick leave, pension and other employment issues remain the responsibility of the Employer;

 - 3.3.3 in relation to any of the issues referred to in Clause 3.3.2 the Secondment Organisation agrees to provide any and all reasonable assistance which may be required by the Employer in the resolution of any such issues, including but not limited to any investigatory or documentary assistance, or witnesses and witness evidence as appropriate, and shall afford the Employer access to the

Secondment Organisation's premises and any of the Secondment Organisation's own Employees as the Employer may reasonably require in the resolution of those issues;

3.3.4 the Employee will assist the Secondment Organisation and the Employer in all regards (including but not limited to providing documentation or access thereto, witnesses and witness evidence) with any and all of the matters referred to in Clause 3.3.3, whenever it is requested by the Secondment Organisation or the Employer to do so.

3.4 The responsibility for the appraisal of the Employee shall remain at all times during the Secondment Period with the Secondment Organisation and will be carried out in accordance with their policies and procedures. The Employer will assist the Secondment Organisation in all regards with the appraisal process.

3.4.1 The Secondment Organisation will provide feedback to the Employer on the outcome of the appraisal, the content of the personal development plan and of any education, training and development activities undertaken by the Employee.

4. PAYMENT FOR THE SECONDMENT SERVICES

4.1.1 The Employer will continue to pay the Employee through their own payroll during the period of secondment. The Employer will recharge the Secondment Organisation for the Employee's salary inclusive of all statutory employers on costs. The salary recharges will be increased in line with any increase in salary as a consequence of annual review. The Employer will also recharge the Secondment Organisation for all business expenses claimed by the Employee in respect to expenses necessarily incurred by the Employee fulfilling the role of [].

5. TERMINATION

- 5.1 The secondment shall continue as described in Clause 1.1.4 unless and until terminated by the Secondment Organisation giving to you not less than **1 months** written notice or by you giving to the Secondment Organisation not less than **1 months** written notice. Notwithstanding Clause 1.1.4 and Clause 6 of the Agreement, the Agreement shall automatically terminate if the Contract of Employment is terminated for any reason whatsoever before the expiry of the Secondment Period.
- 5.2 Upon termination of the Agreement for whatever reason the Employee shall return to the Secondment Organisation all documents, correspondence, information and property made or compiled by the Employee or delivered to the Employee during the Secondment Period concerning the business, finances, or affairs of the Secondment Organisation for the avoidance of doubt, it is hereby declared that all property and rights in all such documents, goods or products shall at all times be vested in the Secondment Organisation.
- 5.3 Upon termination of the Agreement for any reason other than under Clause 5.1, the terms and conditions of the Employee's Contract of Employment shall continue in full force and effect.
- 5.4 Upon termination of the Agreement for any reason other than under Clause 5.1, the Secondment Organisation will confirm to the Employer no later than two working days after the termination whether or not the Employee has obtained or is likely to obtain substantive employment with the Secondment Organisation, together with any other relevant information so far as to enable the Employer to make any proper payments to the Employee by virtue of the termination.

6. DEFAULT

6.1 The Secondment Organisation may terminate the Agreement if either the Employer or the Employee is in breach of any of the terms of the Agreement which, if capable of remedy, has not been remedied by the party in breach within 21 days of receipt by the Employer and/or the Employee of a written notice from the Secondment Organisation specifying the breach and requiring its remedy.

6.2.1 The Employer may terminate the Agreement if either the Secondment Organisation or the Employee shall be in breach of any of the terms of the Agreement which in the case of a breach capable of remedy has not been remedied by the party in breach within 21 days of receipt by the Secondment Organisation and/or the Employee of a written notice from the Employer specifying the breach and requiring its remedy

7. VARIATION OF CONDITIONS

7.1 No changes or additions to the Secondment Services or the provisions of the Agreement must be made without prior agreement in writing between the Employer, the Secondment Organisation and the Employee.

8. HOLIDAYS

8.1 The Employee shall be entitled to annual leave in accordance with NHS service based on working days paid holiday during the Secondment Period (excluding 8 days Bank and other Public Holidays) to be taken at times approved by the Secondment Organisation, such approval not to be unreasonably withheld.

8.2 Such holiday entitlement is part of the Employee's holiday entitlement paid by the Employer to the Employee under the Contract of Employment and is not in addition thereto.

9. CONFIDENTIALITY

9.1 In addition to and without prejudice to the confidentiality obligations contained in the Contract of Employment, the Employee shall not, (save in the proper performance of the Secondment Services) either during or after the period of the Agreement divulge or permit to divulge to any person (including the parties to the Agreement) any information acquired by them in connection with the Agreement or in connection with the Secondment Services which concerns:

9.1.1 Any matter of commercial interest contained or referred to in the Agreement;

9.1.2 The Secondment Organisation, its manner of operation, staff, patients or procedures;

9.1.3 The Employer, its manner of operation, staff, patients or procedures;

9.1.4 the identity or address or medical condition or treatment received by any patient of either the Secondment Organisation or Employer; unless previously authorised by the party concerned in writing provided that these obligations will not extend to any information which is or shall become public information available in the United Kingdom otherwise than reason of a breach by the Employee of the provisions of this clause.

10. DATA PROTECTION

10.1 The Secondment Organisation and the Employer shall each comply with the DPA 2018 and shall protect the personal data, as defined in the Act, of their respective staff, clients and patients.

10.2 The Secondment Organisation and the Employer will indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress

caused to that person by the disclosure of any personal data by the Employee where the said claims and proceedings, liability, loss, costs and expenses arise or are incurred as a result of the indemnifying party's breach of its obligations under Clause 10.1.

11. INDEMNITY

11.1 It is agreed between the Employer and the Secondment Organisation that each shall indemnify the other and its staff against all and any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of any injury to any person, injury resulting in death and any loss of or damage to personal property directly related to such injury where such injury, loss or damage is caused as a direct result of the negligence of the relevant party or any of the relevant party's staff.

11.2 The Secondment Organisation will indemnify the Employer against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising under any statute or at common law and made against the Employer by the Employee where such claims are, in the reasonable opinion of the Employer, brought about directly or indirectly by the actions of the Secondment Organisation.

11.3 The Secondment Organisation will indemnify the Employer against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Employee in providing the Secondment Services.

12. EQUALITY & DIVERSITY

12.1 The Trust promotes policies and practices that challenge discrimination, promote equality, respect individual needs, preferences and choices, and protect human rights. No person, either as an employee or job applicant, will be discriminated against on any unlawful grounds as laid out in protected characteristics under the Equality Act 2010. This includes race, ethnic origin, nationality, gender, transgender, religion or belief, sexual orientation, age or disability, but also Trade Union Membership, or any other unfair reason. It is essential that you follow the Trust's Equality Diversity and Inclusion Policy very carefully on all aspects of equal opportunities since acts of discrimination on any of the above grounds will result in disciplinary action being taken.

13. SEVERABILITY

13.1 If any provision of the Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

14. WAIVER

14.1 The failure of any party to the Agreement to seek redress for breaches, or insist on strict performance of any provision of the Agreement or the failure of any party to the Agreement to exercise any right or remedy to which it is entitled under the Agreement shall not constitute a waiver thereof and shall not cause a diminution of the obligations under the Agreement.

14.2 No waiver of any provision of the Agreement shall be effective unless the party concerned in writing agrees it.

14.3 No waiver of any default shall constitute a waiver of any subsequent default.

15. INTELLECTUAL PROPERTY

15.1 The parties agree that any intellectual property rights including copyright connected to the provision of the Secondment Services shall belong to the Secondment Organisation.

15.2 It is agreed between the parties that the profits of any exploitation of any intellectual property rights referred to in 15.1 by the Secondment Organisation, will belong exclusively to the Secondment Organisation.

16. FORCE MAJEURE

16.1 No party to this Agreement shall be liable to the other for any failure to perform its obligations under the Agreement where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of all parties to use their best endeavours to fulfil their obligations under the Agreement.

17. AUDIT

17.1 Both the Employer and the Secondment Organisation must allow the other party's internal and other nominated auditors access to any and all papers relating to the Agreement for the purposes of each party's audit.

18. APPLICABLE LAW

18.1 The Agreement shall be governed by English Law and each of the parties agrees to submit to the exclusive jurisdiction of the Courts of England.

Signed by [] on behalf of the Employer:

Name:

Address:

Signed by [] on behalf of the Secondment Organisation:

Name:

Address:

Signed by the Employee:

Name:

Address:

Supporting Document 1

Equality Impact Assessment Tool

To be completed by the key document author and attached to key document when submitted to the appropriate committee for consideration and approval.

		Yes/No	Comments
1.	Does the policy / guidance affect one group less or more favourably than another on the basis of:		
	Age	No	
	Disability	No	
	Gender reassignment	No	
	Marriage and civil partnership	No	
	Pregnancy and maternity	No	
	Race	No	
	Religion or belief	No	
	Sex	No	
	Sexual orientation	No	
2.	Is there any evidence that some groups are affected differently?	No	
3.	If you have identified potential discrimination, are any exceptions valid, legal and / or justifiable?	No	
4.	Is the impact of the policy / guidance likely to be negative?	No	
5.	If so can the impact be avoided?	N/A	
6.	What alternatives are there to achieving the policy / guidance without the impact?	N/A	
7.	Can we reduce the impact by taking different action?	N/A	

NB:

Where an inappropriate, negative or discriminatory impact has been identified please proceed to conduct a Full Equality Impact Assessment and refer to Equality and Diversity Committee, together with any suggestions as to the action required to avoid / reduce this impact.

Advice can be obtained from the Equality and Diversity Leads in HR and Nursing Directorates (details available on the Trust intranet).

Supporting Document 2 – Financial Impact Assessment

To be completed by the key document author and attached to key document when submitted to the appropriate committee for consideration and approval.

	Title of document:	Yes/No
1.	Does the implementation of this document require any additional Capital resources	No
2.	Does the implementation of this document require additional revenue	No
3.	Does the implementation of this document have any workforce implications	No
4.	Does the implementation of this document release any manpower costs through a change in practice	No
5.	Are there additional staff training costs associated with implementing this document which cannot be delivered through current training programmes or allocated training times for staff	No
	Other comments: Financial implications if redundancies are made Financial implications if members of staff are downgraded to a lower post and attract protection arrangements.	

If the response to any of the above is yes, please complete a business case and which is signed by your Finance Manager and Directorate Manager for consideration by the Accountable Director before progressing to the relevant committee for approval