

Secondment Policy

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Printed copies or those saved electronically must be checked to ensure they match the current online version.

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1. Introduction

- 1.1 Secondment offers employees career development opportunities and a chance to develop their skill base. The Clinical Commissioning Group (the CCG) recognises the benefits of secondments in developing its workforce. A secondment should not be used as a tool to fill permanent vacancies. In the event of an employee having two or more roles within the CCG, one of which is on a seconded basis, this policy applies only to the seconded position for the period of the secondment.

2. Scope

- 2.1 This policy will apply to all staff employed by the CCG.

3. Policy Statement

- 3.1 The overall aim of this policy is to ensure that staff on internal or external secondments are treated fairly and consistently. The policy has been produced to assist both potential secondees and managers to understand their obligations in these circumstances.
- 3.2 The CCG cannot be held responsible for any arrangements made by another external body appointing to secondment posts.
- 3.3 The CCG recognises its responsibility to ensure that no-one is discriminated against, disadvantaged or given preference, through membership of any particular group, particularly including people with disabilities, people from different ethnic backgrounds or religions, or on the grounds of any protected characteristic as outlined in the Equality Act (2010).

4. Authority and Responsibilities

4.1 Scheme of Delegation

- 4.1.1 The Operational Scheme of Delegation sets out who has responsibility for HR decisions, including approval of the operational structure, recruitment/secondments, temporary acting up allowances and the authorisation and issue of contracts of employment.

5. Responsibilities

5.1 Responsibilities of the CCG

- 5.1.1 To ensure this policy is applied consistently, monitored and reviewed.
- 5.1.2 To ensure this policy is communicated to managers and staff.

52 Responsibilities of Human Resources

- 5.2.1 To provide advice to managers and employees regarding the process involved in applying for a secondment.
- 5.2.2 To monitor that this policy is applied consistently and fairly to those employees who apply for a secondment.

53 Responsibilities of Managers

- 5.3.1 To seek advice from Human Resources prior to agreeing any secondment to ensure that appropriate arrangements are put in place.
- 5.3.2 To set objectives for the duration of the secondment and ensure these are appropriately managed in line with the local performance and development review process.
- 5.3.3 To consider, where appropriate, secondments for filling temporary posts within the organisation in order to create development opportunities for staff.
- 5.3.4 To advise the Finance Team of all secondments, both internal and external to the CCG so that appropriate recharge arrangements can be put in place where appropriate and agreed as part of the secondment offer.
- 5.3.5 To ensure that this policy is fairly and consistently applied to all staff irrespective of their age, sex, religious belief, disability, or sexual orientation.

54 Responsibilities of Employees

- 5.4.1 To seek agreement with their manager at the earliest available opportunity of any secondment opportunities.
- 5.4.2 To comply with the working/cover arrangements of the department or host employer. Any agreement to exceed/reduce their contractual working hours will be subject to agreement at the initiation of the secondment and in line with the conditions of the Working Time Regulations.
- 5.4.3 To keep in regular contact with their manager at the CCG during any secondment.
- 5.4.4 To undertake appropriate re-training, re-orientation or induction on return from any Secondment.

6. Definitions

- 61 **External Secondment** – means a secondment to a post outside the management of the CCG. Within the terms of such a secondment the CCG would continue to be the ‘employer’ whilst the organisation to which the employee is seconded may be referred to in this document as the ‘Host Organisation’.
- 62 **Internal Secondments** – means a secondment to a post within the management of the CCG.
- 63 **Seconded** – means the employee being seconded.
- 64 **Seconded’s employer** – means the organisation which employs the seconded prior and during the secondment.
- 65 **Host Organisation** – means the external organisation to which the employee is seconded.

7. Benefits of Secondments

7.1 Benefits for the Seconded

- 7.1.1 The opportunity of wider career and personal development.
- 7.1.2 Acquire valuable experience.
- 7.1.3 Able to test and apply specific skills in different organisational environments.
- 7.1.4 Gain new skills and experiences in challenging areas.
- 7.1.5 Develop wider networks.

7.2 Benefits for the Seconded’s Employer

- 7.2.1 Gains enhanced employee skills, team-working and cross functional communications.
- 7.2.2 Improves workforce morale and motivation.
- 7.2.3 Develops wider networks and contacts.
- 7.2.4 Builds a reputation as a good employer.

7.3 Benefits for the Host Organisation

- 7.3.1 Gains assistance with projects.

7.3.2 Gets an external perspective.

7.3.3 Develops closer links with other organisations.

8. When to offer a secondment

8.1 Secondments may be offered in the following circumstances (with reference to the Fixed Term contract – Guidelines for Managers attached as appendix 1):

8.1.1 Time Limited Projects.

8.1.2 To cover a period of Maternity Leave.

8.1.3 To cover planned Sickness Leave (usually over 3 months).

8.1.4 To cover a career break.

8.1.5 Impending organisational change when it is inappropriate to recruit to a permanent post.

8.1.6 For identified individual development as part of a PDR/Personal Development Plan.

8.2 Secondments should not be used to cover permanent vacancies.

9. Key Principles

9.1 It should be noted that there is no change of employment with an external secondment and continuity of employment and existing terms and conditions are retained by the employee.

9.2 How long does a secondment last?

9.2.1 Minimum of 3 months and a maximum of 24 months with exceptions to be arranged with the relevant manager with involvement from Human Resources.

9.3 Who pays whilst an employee is on an external secondment?

9.3.1 The secondee will continue to be paid by the secondee's employer for the duration of the secondment. Arrangements for reimbursement / recharge to the Host Organisation will be confirmed before the secondment takes place. The details will be included in the Secondment Agreement that is signed off by the secondee, the secondee's employer and the Host Organisation.

9.4 How will pay be determined?

9.4.1 If the secondment post is within the same pay band as the substantive post of the secondee, there will be no increase in pay. If the secondment post is in a higher pay band, pay will be set in line with the NHS Terms and Conditions Handbook. Secondments to non NHS organisations may lead to staff being paid ad hoc salaries to reflect the Host Organisations pay structures.

95 How will the secondee be paid expenses?

9.5.1 The secondee should submit expenses, for example, travel expenses via the secondee's employer's procedures who will seek reimbursement from the Host Organisation. Expenses should be signed off in line with the Host Organisation and secondee's employer's authorisation process in order to comply with audit requirements and standing financial instructions.

10. Recruitment to Secondments

- 101 Prior to the commencement of recruitment to a post, ensure that in the first instance for a new role an establishment control has been authorised by Finance for the funding of the new role. If the post is already on the organisation's establishment, then no further approval from Finance is required.
- 102 Managers must ensure that there is a clear business need with specific outcomes identified.
- 103 Care needs to be taken to ensure equality of opportunity for all potential applicants. This applies particularly where there is a promotional secondment or the secondment is likely to be for a long duration.
- 104 Recruiting managers should produce a job description and person specification for the role and seek approval for the secondment post via relevant CCG control processes. The recruitment and interview process should be no different to any other form of recruitment.
- 105 All posts should be advertised via the NHS Jobs Website in order to ensure equity of access and transparency of process, however, it is recognised that it may be beneficial to offer secondments via an internal expression of interest without formally advertising. The process for an expression of interest should be discussed in advance with Human Resources.
- 106 Recruiting Managers may limit recruitment to "internal only" or to applications from a specific department where continuity of supervision / service delivery, specialist skills or management are considered essential. This can be specified when advertising posts on the NHS Jobs Website.
- 107 Secondments should not intentionally be used as probationary periods.

11. Applying for a Secondment

11.1 Guidelines for Managers of Secondees

11.1.1 Employees should approach their manager indicating that they have applied or wish to apply for an internal or external secondment.

11.1.2 There is no explicit obligation on the manager to release an individual but proper consideration should be given to such a request particularly when any combination of the following circumstances apply:

- a. The secondment offers an opportunity for the individual to satisfy one of their Personal Development Plan elements and possibly provides internal secondment opportunities for remaining staff, allowing them to develop.
- b. The secondment will benefit the CCG by enabling the potential secondee to return at the end of their secondment with, for example, wider experience, the benefit of having held a more responsible role, or having gained specialised experience which fits in with CCG objectives.
- c. The secondment offers an opportunity for an 'at risk' employee.

11.1.3 A refusal to allow an individual to take up a secondment opportunity should be carefully considered and potential long term benefits to the CCG should not be overlooked. The employee should be given a full opportunity to explain why they regard the secondment as appropriate before a decision is made. An explanation should be given to the employee if a request is turned down.

11.1.4 A request for extension of an existing secondment should be considered in a similar way.

11.1.5 It may also be useful for the CCG manager to discuss such a request with the Host Organisation in order to understand fully the purpose, length and potential advantages of the extension.

11.1.6 The provision of cover for any seconded employee must be organised in accordance with CCG policies.

11.2 Guidelines for Secondees

11.2.1 Potential Secondees should ensure that they advise their manager at the earliest opportunity during the recruitment process of their interest in a secondment opportunity. Some secondments state that this must occur before an application is made. This differs from the normal recruitment process where there is no such obligation, as the secondee will normally be expecting to retain the right to return to their

substantive position.

- 11.2.2 In any event the potential secondee should always advise their manager, at the very latest, on being informed that they have been shortlisted for interview. This will give both the opportunity for the manager and employee to discuss how the secondment fits in with the individual's Personal Development Plan and the potential benefits to both the employer and the individual.
- 11.2.3 No employee has an automatic entitlement to be released for a secondment.
- 11.2.4 Staff have the right to have any requests for a secondment to be seriously considered, especially if identified as part of a Personal Development Plan, and that where their request is appropriately rejected, reasons must be given.
- 11.2.5 The initiative for an individual to be seconded may come from management. In such circumstance the individual should always have the right to reject such a proposal without suffering any detriment which is directly the result of having refused such an opportunity.
- 11.2.6 An employee may use the Grievance Procedure if they feel that they have been treated unfairly.

11.3 Communication

- 11.3.1 Three-way communication between the secondee, the Host Organisation and the employer is encouraged to ensure that there is a proper understanding of the purpose and arrangements applying to the secondment.
- 11.3.2 The secondee can assist in establishing good communication between the Host Organisation and the employer by providing named contacts in each organisation who can liaise on detailed arrangements. However, it will remain the responsibility of the Host Organisation and the CCG to ensure that financial and other necessary arrangements are properly made.
- 11.3.3 It is helpful for arrangements to be confirmed in writing between the secondee, the secondee's employer and the host organisation. This would take the form of a Secondment Agreement (**Appendix 2**). It is the responsibility of the employing organisation to complete this form, i.e. if an individual is to be seconded into the CCG from an external organisation, it is for the external organisation to complete, if an individual from the CCG is being seconded out to an external organisation it is for the CCG to complete the secondment agreement.
- 11.3.4 Good communication between all parties will ensure that towards the

end of the secondment, the secondee has the opportunity to discuss their return to the employing organisation or any other alternatives with their manager.

11.3.5 The secondee should be informed of, and consulted about, any organisational change that takes place within the secondee's employing CCG during the period of the secondment.

11.4 Returning following Secondments

11.4.1 Staff normally return to their substantive post or a post of similar status following their secondment. In the event that this may not be possible e.g. as a result of organisational change, the secondee has the right to be treated as if they were working in their substantive post and will be consulted with at the time of the change in line with the CCG's Management of Organisational Change Policy.

11.4.2 Appropriate arrangements should be put in place for staff returning from secondments.

12. Equality and Diversity

12.1 In applying this policy, the CCG will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

13. Monitoring and Review

13.1 The CCG will have responsibility to monitor the effectiveness of this policy and review it every 3 years in conjunction with Human Resources and Trade Union representatives. Where a review is necessary due to legislative change, this will happen immediately and will be approved by the Audit Committee under delegated decision making.

14. Fraud Bribery and Corruption

14.1 Unfortunately fraud, bribery and corruption, as well as theft, does occur throughout the NHS, and as such all NHS employees have a duty to ensure that public funds are protected. The CCG is committed to reducing the level of fraud, bribery and corruption (economic crime) within the NHS to an absolute minimum and keeping it at that level, freeing up public resources for better patient care.

14.2 If an employee, manager or volunteer suspects that there has been a potential act of fraud, bribery or corruption against the CCG or the wider NHS, or has seen any suspicious acts or events, they must report the matter to the CCG's

Counter Fraud Team (contact details can be found on the CCG's public website) or report the matter to the NHS Fraud and Corruption Reporting Line on 0800 028 4060. Alternatively reports can be made through the online reporting tool at <https://cfa.nhs.uk/reportfraud>. Further advice on counter fraud issues is available from the Executive Director of Finance, Deputy Executive Director of Finance/Fraud Champion and the CCG's Counter Fraud Team.

CCG Counter Fraud Contact details:

Paul Westwood (Heads CW Audit's Counter Fraud Team and is the CCG's nominated Local Counter Fraud Specialist)

Tel: 07545 502400

Email: paul.westwood@cwaudit.org.uk

Email: pwestwood@nhs.net (secure)

15. Counter Fraud

- 15.1 This policy should be read in conjunction with the CCG's policies covering counter fraud, bribery and corruption which can be found on the CCG's website (www.shropshiretelfordandwrekinccg.nhs.uk) or you can contact a member of the Team who will be able to supply a copy.

Appendix 1

Fixed Term Contracts – Manager’s Guidelines

1. What is a fixed-term contract?

A fixed term contract is a contract that lasts for a specified time or will end when a specified task, project or event has been completed.

They allow both the employee and employer to be flexible in their commitment and both can benefit, as the employer has access to specialised skills to meet a particular need, while the employee can gain broader experience.

It is essential that you can demonstrate that there are transparent, necessary and objective reasons for establishing a post on a fixed-term contract which may include:-

- it is known in advance that a particular job will come to an end on a specific date
- the employment is for the purpose of completing a particular task or project
- the employment is for the purpose of replacing an employee who is to be absent from work for a period of time (e.g. on maternity leave)
- the funding is of short-term duration or dependent on external and/or limited funding and longer-term funding is unlikely
- where specific, specialist expertise or recent experience is a necessary element of the job and will only be required for a specified period
- to cover a vacancy while recruitment to a permanent position is carried out

Workers do not count as fixed-term employees if they:-

- have a contract with an agency rather than the company they’re working for
- are a student or trainee on a work-experience placement
- are an apprentice, student or other trainee on a work-experience placement or temporary work scheme

Fixed-term contracts should not be used to create a trial period.

It should be made clear at every stage of the recruitment process that the post is for a fixed-term and why this is so.

2. Equal treatment of fixed term employees

Employees on a fixed-term contract should be treated no less favourably than permanent employees on most terms and conditions of employment, including:-

- all forms of pay, including expenses, bonuses and performance related pay and/or pay related benefits
- overtime
- holiday entitlements and management
- bank and public holidays
- pension rights
- sick pay and leave
- parental rights, including maternity, paternity, shared parental and adoption leave and pay
- redundancy pay
- workplace benefits such as car allowances, health care benefits etc.
- union representation
- access to training
- being informed of suitable permanent vacancies within the organisation
- to a written statement listing the reasons for the dismissal (after two years' service)

If any contractual terms rely on length of service, fixed term employees will be required to meet the qualifying period in the same way as permanent staff.

3. Continuous service

A series of successive contracts with one or more employers within the NHS will give the employee protection rights irrespective of the length of service with you as their current employer.

Under Agenda for Change terms and conditions NHS continuous service of 2 years or longer is taken into account for the calculation of redundancy payments. Therefore, you may be liable for a redundancy payment and notice for prior service even if the fixed term contract offered by you as the current employer is less than 2 years.

A break in service of **14 calendar days** or more would constitute a break in NHS service. Assuming there are no breaks in service, an employee's NHS continuous service could look like this:-

Employer 1	+	Employer 2	+	Current Employer	=	Continuous Service
9 months		9 months		12 months		30 months

Therefore they would be entitled to a redundancy payment as they have longer than the required 2 years continuous NHS service.

Any employee on successive fixed term contracts with the same employer (without a break in service) for 4 or more years may automatically become a permanent employee, unless you as the employer have very valid business reasons not to do so, or a collective agreement removes the right. External funding is not accepted as a sufficient reason.

Fixed Term Contract v Secondment

If you wish to fill a vacancy on a fixed term basis it is always advisable to advertise the role as a fixed term contract or secondment opportunity. A secondment will allow an individual currently working within the NHS to fill a fixed term position within the CCG without leaving their substantive employer, removing the risk associated with ending a fixed term contract and redundancy payments associated with continuous service. The Secondment Policy should be referred to for specific in depth guidance regarding secondments.

It is recognised that there will be occasions whereby the most suitable candidate for a fixed term contract has continuous NHS service which would entitle them to a redundancy payment at the end of the fixed term contract. In such instances, it is possible to have an open and honest conversation with the candidate about breaking their service for 2 weeks prior to commencing with the CCG. Should the candidate

agree, the Recruiting Manager must inform the Recruitment Team of the agreement to allow the offer letter to be amended accordingly.

4. Ending a fixed term contract

When a fixed term contract ends on the agreed end date you will not normally need to give notice but it is to good practice to do so, usually at a meeting with the employee and followed up in writing. This discussion must include the reasons for the ending of the contract and what actions, if any, are proposed at the end of the contract. The employee is entitled to receive a written statement providing the reason(s) for the dismissal if it happens after they have accrued 2 years NHS continuous service.

Where a fixed term contract comes to an end and you decide not to renew it, this is generally considered to be a dismissal. Therefore, you must be able to demonstrate that you have a fair reason for the dismissal (which is usually redundancy) and that you have followed a fair procedure in dismissing the employee.

A redundancy will occur only where the need for the employee to perform work of a particular kind, ceases or diminishes or is expected to do so. In the case of an individual employed to cover for maternity or shared parental leave, the reason for the expiry of the fixed-term contract will be "some other substantial reason" (as opposed to redundancy) as the work has not ceased or diminished but come to an end for that particular employee.

If an employee continues working past the end of a contract without it being formally renewed, there's an 'implied agreement' by you, the employer, that the end date has changed and you would still need to give proper notice to dismiss as the agreed end date has past. The employee would also be entitled to receive the appropriate notice period detailed in their contract of employment.

6. Notice Periods

If the work ends before the agreed end date *or* the employee wishes to terminate their contract early the appropriate notice period must be given as detailed in the employee's contract. For notice to be effective it should be in writing and specify the date of termination.

7. Procedural steps

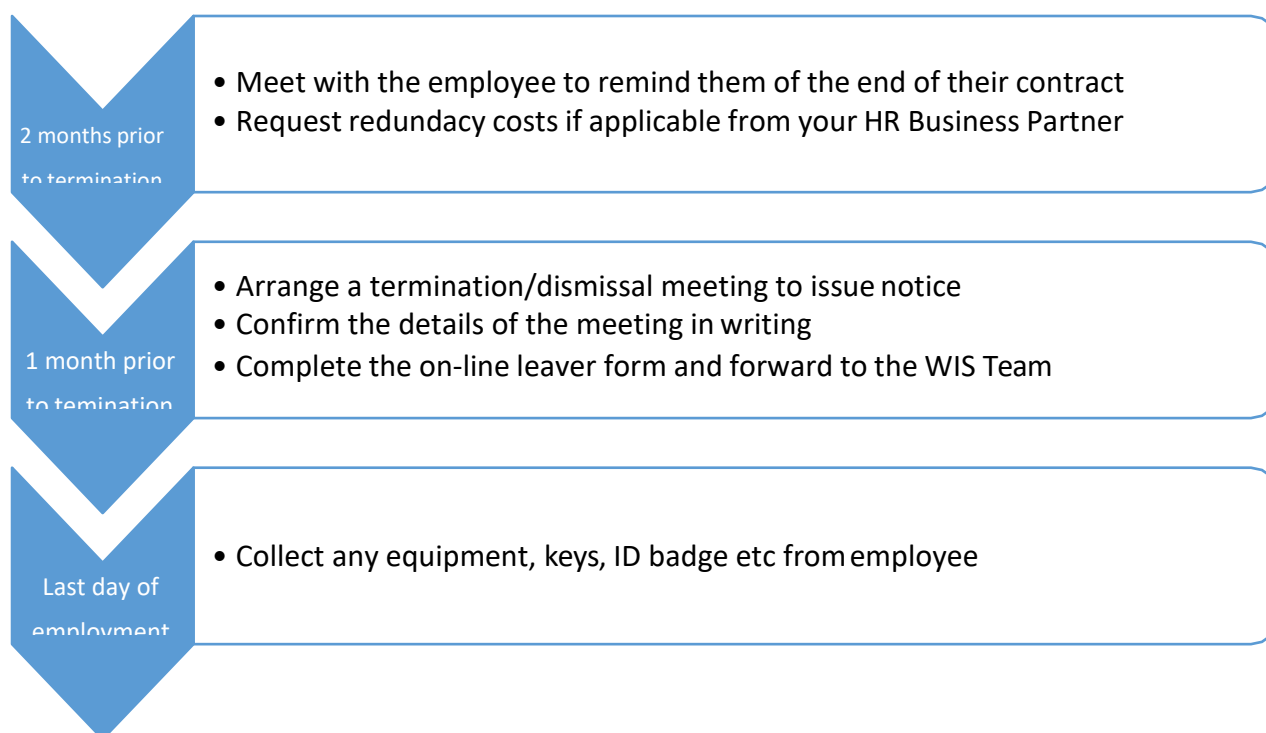
The fair steps for you to take when dealing with the end of fixed-term contracts should include at least the following stages:-

- **Remind the employee.** This should be done in a reasonable time before the fixed-term contract is due to end and it is advisable to remind the employee in writing of the potential end date. A 2 month period is deemed as reasonable, depending on the length of the contract.
- **Dismissal meeting.** At least a month in advance of the end date a meeting should take place with the employee in which they are reminded that the contract is due to end on the given date and the prospect of the contract being renewed or extended is discussed.

If the existing contract cannot be renewed or extended, the employee should be informed of this and any alternative positions discussed. They should be given as much information as possible on the prospects of the contract being renewed or extended and advised of the risk of dismissal at the end of the term. This meeting should be followed up by a letter which confirms the dismissal at the end of the fixed term, information on redundancy pay (if applicable) and the right to appeal.

- **Suitable alternative work.** Fixed term employees should be encouraged to apply for any suitable alternative work via the usual recruitment process at any point during their employment.
- **Redundancy payment.** Employees on fixed-term contracts are entitled to a redundancy payment if they have worked continuously for the NHS for a period of 2 years or more. Whenever a redundancy payment is made, the employee must be given a written statement showing how the payment has been calculated.
- **Appeal.** Fixed-term employees have the right to appeal against notice of dismissal on the grounds of redundancy. Although this may seem odd, they may have identified another role that they can do or they may disagree that the role is redundant.

6. The Dismissal Timeline



8. Redundancy pay

Redundancy pay is only payable to those employees with 2 years or more continuous NHS service regardless of which NHS organisation they may have been employed by. An employee on a fixed term contract must receive the same payments as any equivalent permanent employee.

9. Pregnancy, Maternity, Adoption, Parental & Shared Parental Leave

You can decide not to renew a fixed term contract during an employee's maternity, adoption, parental or shared parental leave if there is genuinely no other work for them to do.

However, you should ensure that there are other justifiable reasons for not renewing the contract and that these are unconnected with the pregnancy, maternity, adoption, parental or shared parental leave.

If in doubt it is advised to seek advice prior to taking any further action from the Human Resources Team.

10. FAQ's

Can an employee claim unfair dismissal?

An employee will not have a claim for unfair dismissal if you have a fair reason to dismiss and that you acted fairly and reasonably in dismissing the employee for that reason and followed a clear procedure.

Given that the expiry of a fixed-term contract constitutes dismissal, what will usually be a fair reason for dismissal?

There is no hard and fast rule on what the reason will be for termination due to the expiry of a fixed-term contract. If an employee has at least 2 years service, regardless of whether some or all of the service is on a fixed-term contract, he or she has acquired the right not to be unfairly dismissed.

You must have a fair reason for not renewing the contract (see section1). Often, a fixed-term contract has been imposed because there is a set piece of work to do. If that set piece of work has come to an end, the reason for non-renewal is likely to be redundancy, on the basis that the requirement for an employee to do the work has ceased or diminished.

In the case of an individual employed to cover maternity, adoption or shared parental leave it is more likely that the expiry of the fixed-term contract constitutes "some other substantial reason" for dismissal as the work itself hasn't ceased or diminished but the need to employ that person has.

Appendix 2

NAME

(Secondment Organisation)

-and-

**NHS Shropshire, Telford and Wrekin Clinical Commissioning
Group
(Employing Organisation)**

-and-

NAME

(Employee)

SECONDMENT AGREEMENT

date

THIS AGREEMENT is made on **DATE**

BETWEEN:

(1) **NAME**
(Secondment Organisation)

(2) **NHS Shropshire, Telford and Wrekin
Clinical Commissioning Group
(Employing Organisation)**

(3) **NAME**
(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 Employing Organisation 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 Employing Organisation and the Employee.

1.1.4 **“The Secondment Period”** means a fixed period from **DATE** to **DATE** 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 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

2.1 The purpose of this agreement is to describe the arrangements between Telford and Wrekin Clinical Commissioning Group (employing organisation) and **NAME** (secondment organisation) for the secondment of **employees name** as **JOB TITLE** on a **full/part** time basis of **xx** hours per week from **date** ending **date**. This secondment period may be terminated subject to 1 month's notice before this date by mutual agreement.

2.2 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:

3.1.1 The salary during the period of secondment will be £xx (AfC Band xx) pro rata, per annum. Where Agenda for Change terms and conditions apply this salary will be subject to increments.

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. S/he shall obey all reasonable and lawful directions given to her by or under such authority in respect of the Secondment Services, and s/he will

use his/her reasonable endeavours to promote the interests of the Secondment Organisation.

3.1.5 If the secondment post does not fall within the eligibility criteria for a DBS check outlined by the Disclosure and Barring Service , then a DBS check will not 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 Secondment Organisation will draw up a Learning Agreement with the Employee agreeing objectives, target dates and measures of performance so that it can conduct its own assessment of the Employee's ability and competence in providing the Secondment Services.
- 3.3.3 The Employer accordingly does not warrant in any way the Employee's skill, competence or diligence and any condition or warranty express or implied to that effect is hereby excluded.
- 3.3.4 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;
- 3.3.5 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;
- 3.3.6 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 relevant salary costs and all business expenses claimed by the Employee in respect to expenses necessarily incurred by the Employee fulfilling the role of **JOB TITLE**.

5. TERMINATION

5.1 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.

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 Secondee shall be entitled to the remaining proportionate entitlement for **current leave year**, and proportionate entitlement on commencement of the new annual leave year starting April **xx**. Paid holiday during the Secondment Period will 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 individual'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 General Data Protection Regulations 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. RACE, SEX AND DISABILITY DISCRIMINATION

12.1 Neither the Employer nor the Secondment Organisation will unlawfully discriminate against the Employee within the meaning

of the Sex Discrimination Act 1975 or the Race Relations Act 1976 or the Disability Discrimination Act 1995 or any enactment relating to discrimination in employment and both the Employer and the Secondment Organisation will take all reasonable steps to secure the observance of this provision by all its staff or agents.

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 agree to submit to the exclusive jurisdiction of the Courts of England.

Signed by **PRINT NAME, JOB TITLE** on behalf of the

Employer (STWCCG):

Signature:

Address:

Signed by **INSERT NAME/JOB TITLE** on behalf of the

Secondment Organisation:

Signature:

Address:

Signed by **INSERT**

NAME, Employee:

Signature:

Address: