

Secondment Policy	
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<b>Ratified by LCH Board:</b>	March 2015
<b>Date issued:</b>	April 2015
<b>Review date:</b>	November 2021
<b>Target audience:</b>	All Leeds Community Healthcare NHS Trust Employees

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## **1. PURPOSE**

This policy applies to all staff irrespective of their Age, Disability, Gender reassignment, Marriage and Civil partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex and Sexual orientation.

This document sets out Leeds Community Healthcare NHS Trust's (Trust) standard Secondment policy and procedures. It has been drafted to comply with statutory requirements and follow best practice. This should be read together with other relevant Trust policies, procedures and local guidance. The Policy and Procedures may be reviewed at the request of Management or Staffside by giving four weeks' written notice with reasons for the review.

## **2. TRUST APPROACH TO SECONDMENTS**

The Trust recognises that a secondment offers valuable opportunities for both staff and organisational development. The purpose of this document is to inform staff about the nature of secondments, both external and internal to the organisation. It will also provide guidelines to assist all those involved in the secondment process to ensure that there is a consistent and fair approach for all secondments and that all concerned have an understanding of the process.

It is the policy of the Trust to seek to recognise development potential in the workforce and to provide appropriate opportunities to develop such potential to the benefit of individuals and the Trust. In this context, the Trust recognises the benefits that can be gained through offering secondments to staff who are seeking a career change or wishing to broaden their experience and knowledge of the NHS. The Trust also recognises the benefits that secondments to an external organisation, within or outside the NHS, can bring to the individual and the Trust.

This policy applies to three main groups;

- Trust employees seconded to a partner organisation,
- Trust employees seconded within the organisation
- Non Trust employees seconded into the organisation from a partner organisation.

It sets out the principles under which the secondment will be managed.

## **3. RESPONSIBILITIES**

### **JOINT RESPONSIBILITY**

Good working relations are vital for the Trust to operate successfully and provide its essential services. Management, trade unions and employees accept the responsibility of working together on issues in good faith and with goodwill with the shared intention of facilitating good working relations.

The Seconded and the substantive manager will need to complete the Secondment Application form (See Appendix 1). Sections A – E should be completed prior to applying for the secondment opportunity. (Trust employees only)

Contact Arrangements between the secondee, the substantive manager and the partner manager or secondment manger will be agreed prior to the secondment commencing and will be documented as part of the secondment agreement.

The Secondee, the substantive manager, the secondment manger or the partner manager should meet prior to the secondment.

## **MANAGEMENT RESPONSIBILITY**

Management is required to manage and to act fairly and consistently. Management is responsible for ensuring that the policies and procedures are disseminated effectively and observed by all employees.

Managers of employees seconded into their department should ensure that appropriate induction training takes place.

Managers should keep in mind that the Trust health and safety responsibility in respect of employees will extend to those seconded outside of the organisation

To make sure that the substantive manager or partner organisation is aware of any leave or absence.

To make to the substantive manager or partner organisation aware of any performance, disciplinary or grievance issues

To check and agree to the partner organisations secondment agreement, consulting HR as necessary.

To make sure that finance are aware of any secondments into the organisation and that the Trust is being invoiced correctly

Although secondments are recognised as beneficial, line managers need to consider the impact of a secondment on their service and the need for cover of the consequent vacancy

The following should be taken in to consideration:

- Leave arrangements
- Necessary paperwork completion, SW5's, travel expenses.
- Salary invoicing arrangements
- PDP arrangements.
- Maintaining Professional Registration.
- Induction and training requirements on return
- Organisational changes

For secondments over 6 months account must be taken of the potential knowledge loss, changing work practices, changing cultures and changing technology. Regular contact with the secondee will minimise the impact of these and will help in a smooth transition back to the substantive role.

On returning to the substantive post, the substantive manager should:

- Evaluate the secondment with the secondee and discuss how the employee can transfer their learning into the workplace.
- Update the employee on any new developments within the workplace.
- Carry out a review of the employee's return after three months.
- Ensure any recharge arrangements are terminated.
- Ensure that the HR department are informed of the employees return to the substantive post.

## **EMPLOYEES RESPONSIBILITY**

Employees have a duty to comply with the policies and procedures. If an employee has any questions or concerns about policies and procedures they should raise these with their line manager or the Workforce Department

The secondee will be expected to adhere to all rules and regulations of the receiving department with the Trust or, if to a partner organisation those pertained to the new organisation.

The secondee should meet with their substantive manager at least every three months

The employee is instructed to observe all health and safety rules and instructions at their place of secondment

## **WORKFORCE DEPARTMENT RESPONSIBILITY**

The Workforce Department will work in partnership with managers and employee representatives to ensure employees are treated fairly and consistently within the framework of the Policy

## **4. DEFINITIONS**

In this agreement the following words and phrases shall have the following meanings.

<b>Secondment</b>	A transfer, for a temporary period, to a post either within or externally to the Trust. It is not a temporary post that attracts a temporary contract; it is a temporary transfer where the secondee's substantive post remains. In a situation where the substantive post is no longer available, at the end of the secondment post, the employee will be entitled to return to the Trust in a role commensurate with his/her substantive post.
<b>Substantive Manager or Substantive Organisation</b>	This is the manager or organisation that employs the member of staff, through a contract of employment.
<b>Partner Organisation</b>	An external organisation to which a Trust employee is seconded.

**Partner Manager** The Secondee's temporary manager during the secondment period.

**Secondee** The employee on Secondment

## **5. TYPES OF SECONDMENT**

There are 3 types of secondment

### **1. External**

Where a Trust employee is seconded into a partner organisation either within or outside of the NHS, but remains an employee of the Trust.

### **2. Internal Secondments**

Where a Trust employee is seconded internally, within the organisation.

### **3. Secondments into Leeds Community Healthcare NHS Trust**

Where a non Trust employee is seconded into the organisation from a partner organisation.

## **6. GENERAL PRINCIPLES OF SECONDMENTS**

### **6.1 Identification of the Secondment**

Identification of projects that would benefit the Trust but may not warrant appointment of a new member of staff.

When a vacancy arises a manager may consider offering it as a secondment opportunity for an agreed period.

Where money might be identified specifically for promoting secondment opportunities.

### **6.2 Recruitment of Secondment Opportunities**

All potential secondment opportunities will be advertised in accordance with the Trust's Recruitment & Selection policy. All advertisements will state 'before applying for this secondment please gain permission from your line manager to undertake the secondment.' in addition to completing the Trust standard application form applicants will be asked to complete an additional form which will include a section for the line manager to give their approval.

A secondment opportunity is advertised and an individual seeks approval from the manager to apply for the vacancy.

The individual and manager agree the benefit of a secondment

The employee secures the placement

Any selection processes that take place will be in line with the Recruitment and Selection policy & procedures.

If the secondment subsequently becomes a permanent position, the position must be re-advertised, following the Trust Recruitment and Selection Policy. The secondee should not automatically gain the position on a permanent basis.

### **6.3 Written Secondment Agreement**

For external secondments - The secondment agreement will be produced by the Trust and will be agreed with the partner organisation

When the secondment is within the organisation then there will be no need for a full secondment agreement. The recruitment department will send the employee a letter detailing the secondment and any changes in their terms and conditions. The secondee will not receive a new contract of employment as they will in the most part remain on the same terms and conditions as their substantive post.

For secondments into the Trust the secondment agreement will be the responsibility of the partner organisation it will be agreed by the Trust.

### **6.4 Time Scales**

Secondments should be on a time-limited basis with is clearly defined at the commencement of the secondment. All secondments should be reviewed annually; extensions can be made if needed, but only if there are further benefits to be made to the individual and the organisation.

### **6.5 Training**

It is the responsibility of the partner organisation or secondment manger to provide any statutory and mandatory training required for the secondee to be able to fulfil the role.

### **6.6 Professional Registration**

If the substantive post has the requirement to be registered with a professional body this registration must be maintained and updated throughout the secondment, in line with the Trust Professional Registration policy. The Employer and the Partner Organisation will support the individual where appropriate to maintain this registration

### **6.7 Terms & Conditions**

During an internal or external secondment the terms and conditions of the substantive post will remain with the exception of the salary. All seconded employees will remain under a contract of employment with the Trust. If the secondment is to a partner organisation the employee will continue to be paid by the Trust and the costs will be recharged, in order to protect the employee's pension and service rights.

If the secondment is into the Trust the secondee will remain on the terms and conditions of their substantive post, but the Trust will decide an appropriate salary, following the Agenda for Change Salary on appointment guidance. The substantive organisation will continue to pay the secondee and invoice the Trust.

The Trust will issue the secondee a letter offering them the secondment post at, but the secondee will not be issued with a new statement of particulars as they will remain an employee of the partner organisation.

#### **6.7.1 Salary in a non NHS Organisation or at a Very Senior Manager (VSM) Level**

For external secondments where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will during the period of the secondment, attract the same salary scales including any cost of living rises or increments of the Partner Organisation. The Partner Organisation will notify the Employer of any changes to salary, giving at least two full month's notice to the change being implemented. **OR**

#### **6.7.2 Salary in a non NHS Organisation that wishes to keep the Agenda for Change Salary Scale.**

For external secondments where the Partner Organisation requests the Employer to determine and manage the Employee's salary, the Employee will during the period of the secondment, attract the salary scales in line with the Employer's pay scales. The incremental date and pay scales relevant to the Employee are set out in Schedule 3 to this Agreement. The Employer will automatically process the Employee's salary in line with the national/local agreement. **OR**

#### **6.7.3 Salary in a NHS Organisation**

For external secondments where the Partner organisation is an NHS organisation attracting Agenda for Change Terms & Conditions, the employee will during the period of the secondment, attract the salary in line with Agenda for Change pay scales, as agreed nationally. The incremental date and pay scales relevant to the employee are set out in Section 3 of the Written Secondment Agreement. The Trust will automatically process the employee's salary in line with the national agreement.

#### **6.7.4 Trust salary**

For internal secondments the salary will be decided in accordance with agenda for change terms and conditions. Secondees will be paid on the pay scale of the appropriate band unless the salary of their substantive post exceed this, in which case the secondee would continue to receive their normal salary.

#### **6.7.5 Salary on return to a Substantive Post**

Secondees returning to their substantive post within the Trust will return to the salary band of the substantive post. Any increments that may have been missed whilst on secondment will be recognised, so that the employee is not disadvantaged for taking the secondment.

If on their return to the Trust the secondee has gained a post at a higher band to their original substantive post, their new salary will be dependent on the salary spine point they

would have gone on to had they returned to their original substantive post. It will not be based on the salary paid during the secondment.

### **6.7.6 Secondments into the Trust**

For secondments into the Trust the manager will decide on an appropriate salary for the Secondee, following the Agenda for Change Terms and Conditions & salary on appointment guidance.

## **6.8 Appraisals and KSF Gateways**

Where during the employee's secondment, the employee was due to go through the second gateway for their substantive post, the employee must be assessed as being competent against the KSF outline before progression through the gateway can be authorised. This should be planned in the preceding 12 months of the secondment.

A learning and development plan should be agreed prior to the secondment in line with the secondee's KSF framework. The plan should set out the learning objective during the secondment; these objectives should be reviewed throughout the secondment.

### **For External Secondments**

Where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will be annually appraised in accordance with the Partner Organisation's OR National Health Service's VSM policy and procedures.

There is no requirement to design or implement a KSF outline. OR

Where the Partner Organisation is not an NHS organisation but the Employee is attracting Agenda for Change Terms and Conditions, the Partner Organisation will be required to undertake an appraisal in line with their policy, however an assessment against the KSF outline must be completed for the seconded role and forwarded to the Trust. Where relevant such evidence will support progression through appropriate KSF gateways. Guidance should be sought from the Trust, Workforce Development Unit.

The Partner Organisation will in partnership with the Employer design and measure against KSF competencies for the seconded role.

Where the Partner Organisation is an NHS organisation attracting Agenda for Change Terms and Conditions the Partner Organisation will be required to undertake an appraisal in line with their policy, however a KSF outline must be completed for the seconded role and forwarded to the Trust, in order to establish whether the employee is able to progress through a KSF Gateway.

The Partner Organisation will be responsible for the design of and measurement against KSF competencies.

## **For Internal Secondments**

The substantive manager will meet with the secondee on a regular basis. The substantive manager will need to ensure that the secondee is working towards the learning objectives and that there is evidence to support the secondee in moving through any KSF gateways.

### **6.9 Annual Leave**

The secondee's holiday entitlement during the secondment period shall be calculated in accordance with their entitlement under the contract of their substantive post. Annual leave accrued during the secondment should be agreed with the substantive manager and the partner organisation and must be taken during the secondment.

### **6.10 Sickness Entitlement**

The secondee's sickness entitlement during the secondment period shall be calculated in accordance with their entitlement under the contract of employment of their substantive post. Absence due to sickness must be reported to the substantive manager for payroll and reporting purposes.

### **6.11 Other Leave**

Arrangement should be as made prior to the secondment for reporting any other leave to the substantive manager, the substantive organisation will need to be kept informed of any leave for payroll and reporting purposes.

### **6.12 Notice Period**

Should there be a requirement for early termination of the secondment by either party, notice periods will be 3 months. Any individual agreements should be reflected in the secondment agreement.

### **6.13 Others**

Any other changes to terms and conditions, e.g. lease cars, should be agreed prior to the secondment and documented.

## **7. DISCRIMINATION AWARENESS**

The Trust expects the same standards of conduct of all employees. Managers should bear in mind the possibility that some employees may need assistance to follow or understand rules or procedures because of language or disability factors, for example. If such assistance is needed or requested, consideration should be given to providing it.

**SECONDMENT APPLICATION FORM**

**Section A-E should be completed prior to applying for the Secondment.**

**SECTION A – Personal Details**

Applicants Name	
Email Address	
Contact Number	

**SECTION B - Details of Current/Substantive Role**

Directorate		Team	
Job Title		Line Manager	
Band		Band Point	Increment Date

**SECTION C - Details of Secondment Post**

Organisation		NHS	Yes		No	
Job Title						
Location						
Line Manager		Contact Number				
Start Date		End Date				
Salary Band or Pay Scale		Hours				
Invoice Address						

***Please Attach the Job Description & Person Specification***

**SECTION D - Reasons why you would like to take up the secondment opportunity**

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**SECTION E - Approved in Principal / Not Approved**

**If not approved in principle, please specify the reason why.**

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_____	_____	_____
<b>Line Manager's signature:</b>	<b>Line Manager's Name:</b>	<b>Date:</b>

**IF APPROVED IN PRINCIPAL & A SECONDMENT POST IS GAINED PLEASE CONTINUE TO SECTION F - H.**

**Section F - Learning Outcomes**

The learning objectives should link in with the employee's KSF. Please complete the table below to show what the learning objectives of the secondment are, how they will be met and how outcomes will transfer to your substantive role.

Is there a KSF Framework?	Yes		No	
<i>Learning Objective</i>		<i>How this will be Achieved</i>		<i>Benefit Transferable to Substantive Role</i>

## **SECTION G – Secondment Checklist**

All items on the secondment checklist should be signed off by the substantive manager.

<b>Secondment Checklist</b>	<b>Initial on Completion</b>
The secondment agreement has been agreed and signed off with the Partner Organisation	
The secondment agreement has been agreed and signed off with the Employee	
Contact dates during the secondment have been agreed between all parties	
Invoice arrangements have been agreed with finance	
Who is the person responsible for raising invoices _____	
Agreement has been reached in relation to the Appraisal/ performance review and KSF gateways – (please refer to the Agreement for clarification on process)	
Appraisal/ performance review and KSF gateway dates have been agreed	
The salary on return to the substantive post has been calculated and agreed.	
If professional registration to be maintained, agreement is in place how this will be monitored	
Payment of Travel and other Expenses have been agreed	
Notice periods have been agreed	
Communication of annual leave, sick leave, carer's leave etc has been agreed.	
Salaries and paper work has been completed – SW2	

## **SECTION H - Final Approval**

_____	_____	_____
<b>Applicant's signature:</b>	<b>Applicant's Name:</b>	<b>Date:</b>
_____	_____	_____
<b>Line Manager's signature:</b>	<b>Line Manager's Name:</b>	<b>Date:</b>
_____	_____	_____
<b>Executive Director's signature:</b>	<b>Executive Director's Name:</b>	<b>Date:</b>
_____	_____	_____
<b>HR Representative's signature:</b>	<b>HR Representative's Name:</b>	<b>Date:</b>

**Section I – Equality Monitoring Form – (Not to be returned with Sections A- H)**

We are asking you the following questions, so that we can make sure that our policy is fair and accessible to all.

The information you provide will be kept confidential.

We will use your answers to pull together statistical information that will be used to check the fairness of the policy.

You do not have to answer these questions. If you choose not to answer these questions, it will not make any difference to your application.

**Please send the completed Equality Monitoring section of the form, to Liz Orton, Asst HR Advisor, Human Resources, Stockdale House 2<sup>nd</sup> Floor Victoria Road Leeds LS6 1PF**

<b>Gender:</b>	<input type="checkbox"/> <b>Male</b>	<input type="checkbox"/> <b>Female</b>
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<b>Date of Birth</b>	
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<b>First part of Postcode (e.g. LS10):</b>	
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<b>Ethnic Origin:</b>	<b>Please choose one section from A-E, and then tick the appropriate box to indicate your ethnic background</b>
A. White	<input type="checkbox"/> British <input type="checkbox"/> Irish <input type="checkbox"/> Any other White background please Specify
B. Mixed Race	<input type="checkbox"/> White and Black Caribbean <input type="checkbox"/> White and Black African <input type="checkbox"/> White and Asian <input type="checkbox"/> Any other Mixed background please specify
C. Asian or Asian British	<input type="checkbox"/> Indian <input type="checkbox"/> Pakistani <input type="checkbox"/> Bangladeshi <input type="checkbox"/> Any other Asian background please specify
D. Black or Black British	<input type="checkbox"/> Caribbean <input type="checkbox"/> African <input type="checkbox"/> Any other Black background please specify

<b>E. Other ethnic groups</b>	<input type="checkbox"/> Chinese <input type="checkbox"/> Gypsy/Traveller <input type="checkbox"/> Any other background please specify
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<b>Do you consider yourself to be disabled?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Impairment:	<input type="checkbox"/> Physical impairment, (such as using a wheelchair to get around and / or difficulty using their arms) <input type="checkbox"/> Sensory impairment, (such as being blind / having a serious visual impairment or being deaf / having a serious hearing impairment) <input type="checkbox"/> Mental health condition, (such as depression or schizophrenia) <input type="checkbox"/> Learning disability, (such as Downs syndrome or dyslexia) or cognitive impairment (such as autism or head-injury) <input type="checkbox"/> Long-standing illness or health condition (such as cancer, HIV, diabetes, chronic heart disease, or epilepsy)

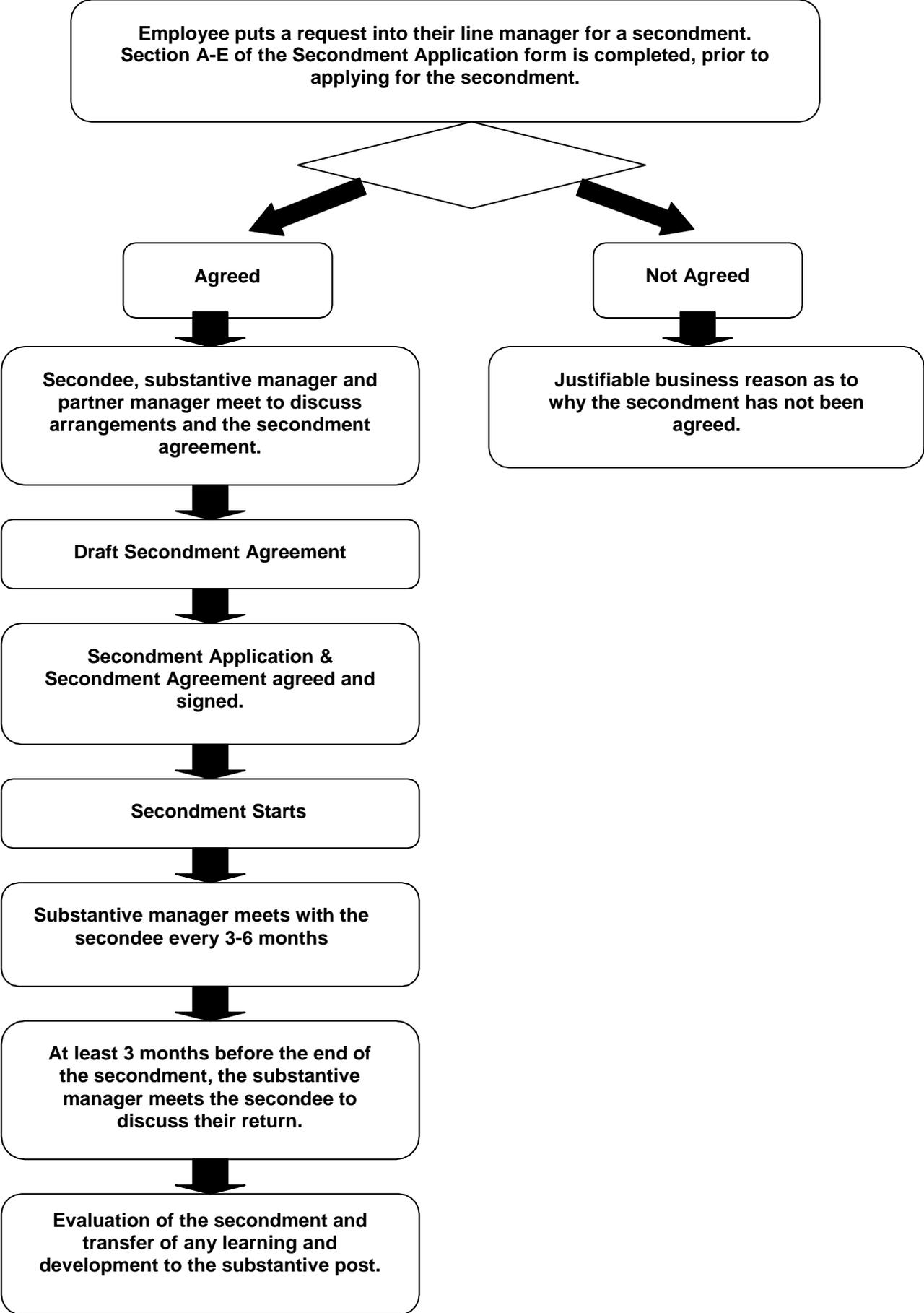
<b>Sexual Orientation:</b>	<input type="checkbox"/> Heterosexual/Straight <input type="checkbox"/> Lesbian/Gay woman <input type="checkbox"/> Gay man <input type="checkbox"/> Bisexual
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<b>Relationship Status</b>	<input type="checkbox"/> Married <input type="checkbox"/> Civil Partnership <input type="checkbox"/> Co-habiting <input type="checkbox"/> Single <input type="checkbox"/> Other
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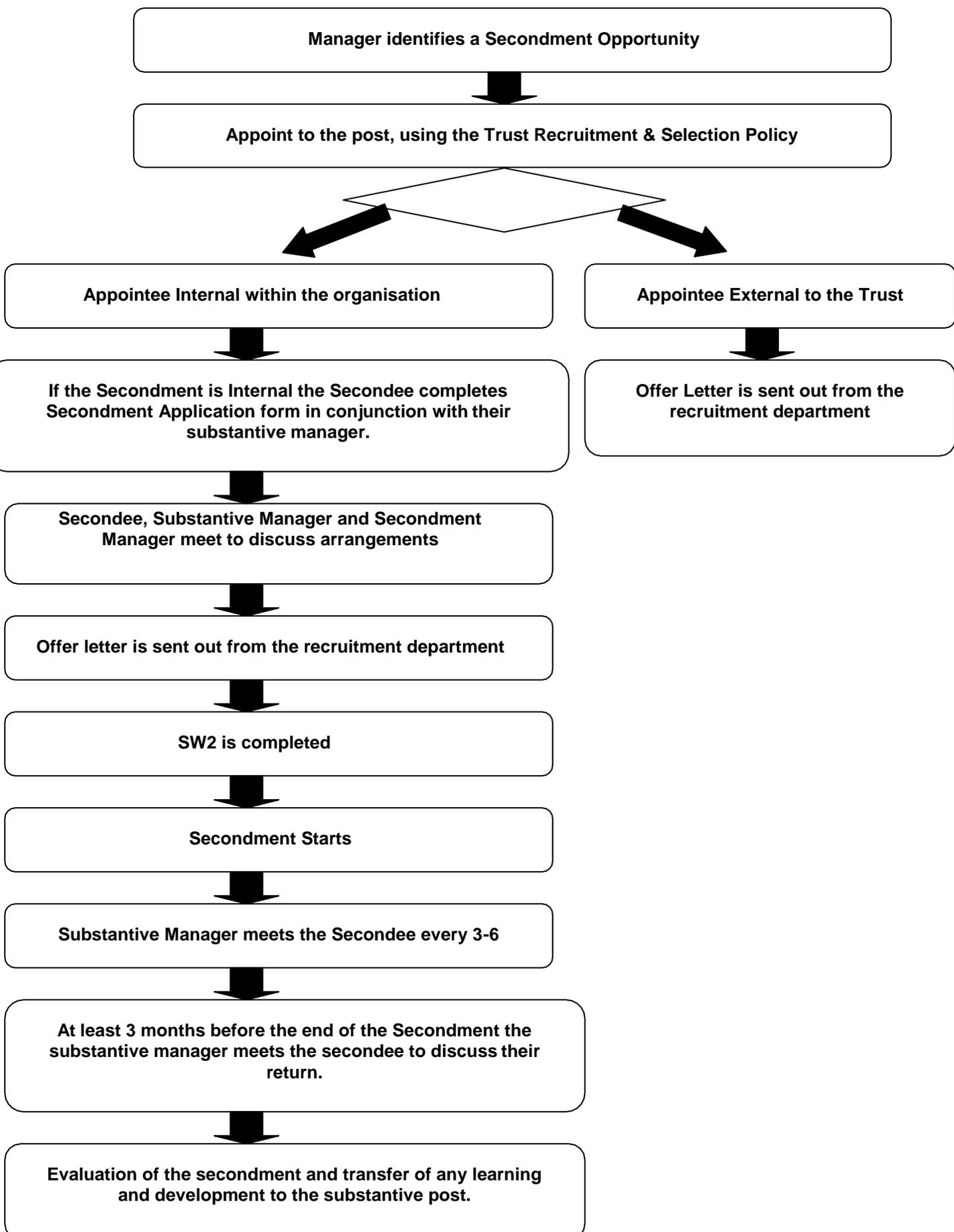
<b>Please tick the appropriate box to describe your religion or belief:</b>	<input type="checkbox"/> Buddhist <input type="checkbox"/> Christian <input type="checkbox"/> Hindu <input type="checkbox"/> Jewish <input type="checkbox"/> Muslim <input type="checkbox"/> Sikh <input type="checkbox"/> No Religion <input type="checkbox"/> Other (please specify) _____
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<b>Residency:</b>	
<b>Are you a: British / United Kingdom citizen?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If you are a national of another country, are you:</b>	<input type="checkbox"/> A EU National <input type="checkbox"/> A Refugee <input type="checkbox"/> An Asylum Seeker <input type="checkbox"/> A Student <input type="checkbox"/> Other (please specify) _____
<b>Was Secondment Application Approved?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

External Secondment Process Chart



**Internal Secondments & Secondments into the Trust Process Chart**



**SECONDMENT AGREEMENT**

**BETWEEN**

**THE EMPLOYER: Leeds Community Healthcare NHS Trust**

**AND**

**THE EMPLOYEE: \_\_\_\_\_**

SAMPLE

## CONTENTS

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**THIS AGREEMENT** is made on **(Insert Date)**

**BETWEEN :-**

**(1) Leeds Community Healthcare NHS Trust Stockdale House, Victoria Road , Leeds LS6 1PF(The Employer)**

**(2) (Insert Employee's Name) (The Employee)**

## **BACKGROUND**

- (A) The Employee is employed by the Employer under a contract of employment.
- (B) The parties wish to make provision hereunder for the Employee to be seconded by the Employer to the Partner Organisation. The Partner Organisation wishes to have the benefit of the services of the Employee.
- (C) The Employer has agreed with the Partner Organisation that the Partner Organisation may have the services of the Employee upon the terms set out in this Agreement.

## **1. DEFINITIONS**

1.1 In this Agreement and in the Schedule (the terms of which are incorporated into this Agreement) the following words and expressions have the following meanings:-

“Commencement Date” means **[start date]**;

“Confidential Information” means any information or trade secret which the Partner Organisation reasonably considers to be confidential;

“Contract of Employment” means the contract between the Employee and the Employer which shall be made available for the inspection of any Director of the Partner Organisation following 7 days prior written request from such Director;

“Secondment Period” means a period commencing on the Commencement Date and terminating automatically on the earlier of:

(a) **(Insert end date)** or at such a date as may subsequently be agreed in writing between the Partner Organisation, the Employer and the Employee; or

(b) the Employee ceasing to be employed by the Employer for whatever reason including, without limitation, by:

(i) voluntary resignation from the Employee's employment with the Employer, whereupon this

Agreement will determine automatically forthwith;  
or

(ii) this Agreement being terminated in accordance with clause 8 below.

- 1.2 Any reference to a clause or a schedule is to a clause or a schedule in this Agreement.
- 1.3 The headings are for ease of reference and will not affect the interpretation of this Agreement.
- 1.4 Words importing any gender include any other gender.

## **2. SECONDMENT**

- 2.1 The Employer shall second the Employee to the Partner Organisation for the Secondment Period. During the Secondment Period the Employee shall act as for the Partner Organisation and carry out those duties set out at Schedule 1 (**Secondment Duties**), whilst continuing to be employed by the Employer under the Contract of Employment, which shall remain in force.
- 2.2 During the Secondment Period the Employee shall, subject always to the control of the Partner Organisation, perform all duties assigned to her by the Partner Organisation, including such duties which are not within the Secondment Duties but which are reasonably related to them, and notwithstanding her job title, the Employee shall perform those duties as if they were specifically required under the Contract of Employment.

## **3. OBLIGATIONS**

- 3.1 The Employer will procure that a Secondment Agreement, is sent to the Partner Organisation, and the Partner Organisation shall sign such an Agreement. It is a condition precedent to this Agreement, that the Secondment Agreement between the Employer and the Partner Organisation is signed and returned to the Employer, failing which this Agreement shall forthwith become null and void.
- 3.2 During the Secondment Period the Employee shall devote the whole of their time, attention and skill to their duties for the Partner Organisation under this Agreement. The Employee shall faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to or vested in the Employee by or under the authority of the Partner Organisation. The Employee shall obey all reasonable and lawful directions given to her by or under such authority and shall use her best endeavours to promote the interests of the Partner Organisation.
- 3.3 During the Secondment Period the Employer shall:-
  - 3.3.1 use its reasonable endeavours, working with the Partner Organisation, to procure that (save through illness or holiday) the Employee devotes all of their attention and skill to the Secondment Duties; and

- 3.3.2 use its reasonable endeavours, working with the Partner Organisation to procure that the Employee performs all duties assigned to them by the Partner Organisation and procure that the Employee shall perform those duties as if they were specifically required under the Contract of Employment; and
- 3.3.3 use its reasonable endeavours to procure that the Employee adheres to her contractual obligations; and
- 3.3.4 use its reasonable endeavours to procure that the Employee is responsible to and acts in accordance with the instructions only of the Partner Organisation or its authorised representative.

3.4 The Employer and the Employee each acknowledge that during the Secondment Period the Employee may be required to act or serve as an officer, authorised signatory, nominee or in any other personal capacity on behalf of the Partner Organisation, and the Employee shall undertake to resign all or any such appointments upon the termination of this Agreement..

#### 4. BASIS OF CHARGES

4.1 During the Secondment, the Employee will continue to receive their salary through payroll as normal. The following arrangements are in place:

- 4.1.1 a) ***(Insert this para if the Partner Organisation is determining the salary at which the employee is to be paid during secondment)*** Where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will during the period of the secondment, attract the same salary scales including any cost of living rises or increments of the Partner Organisation. The Partner Organisation will notify the Employer of any changes to salary, giving at least two full month's notice to the change being implemented. **OR**
- b) ***(Insert this para if the Partner Organisation requires the Employer to determine and manage the employee's salary in line with the Employer's salary scales)*** Where the Partner Organisation requests the Employer to determine and manage the Employee's salary, the Employee will during the period of the secondment, attract the salary scales in line with the Employer's pay scales. The incremental date and pay scales relevant to the Employee are set out in Schedule 2 to this Agreement. The Employer will automatically process the Employee's salary in line with the national/local agreement. **OR**
- c) ***(Insert this para if the employee is currently on Agenda for Change and the Partner Organisation is an NHS employer and the seconded post also attracts Agenda for Change)*** Where the Partner Organisation is an NHS organisation attracting Agenda for Change Terms and Conditions, The employee will during the period of the secondment, attract the salary in line with Agenda for Change pay scales, as agreed nationally. The incremental date and pay scales relevant to the Employee are set out

in Schedule 2 to this Agreement. The Trust will automatically process the Employee's salary in line with the national agreement.

4.2 The Partner Organisation will reimburse directly to the Employee all expenses properly incurred in the performance of her duties.

## 5. ANNUAL APPRAISAL

5.1 a) ***(Insert this para if the Partner Organisation is determining the salary at which the employee is to be paid during secondment)*** Where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will be annually appraised in accordance with the Partner Organisation's OR National Health Service's VSM policy and procedures **OR**

b) ***(Insert this para if the Partner Organisation requires the Employer to determine and manage the employee's salary in line with the Employer's salary scales)*** Where the Partner Organisation is not an NHS organisation but the Employee is attracting Agenda for Change Terms and Conditions, the Partner Organisation will be required to undertake an appraisal in line with their policy, however an assessment against the KSF outline must be completed for the seconded role and forwarded to the Trust. Where relevant such evidence will support progression through appropriate KSF gateways. Guidance should be sought from the Trust, Workforce Development Unit.

c) ***(Insert this para if the employee is currently on Agenda for Change and the Partner Organisation is an NHS employer and the seconded post also attracts Agenda for Change)*** Where the Partner Organisation is an NHS organisation attracting Agenda for Change Terms and Conditions the Partner Organisation will be required to undertake an appraisal in line with their policy, however a KSF outline must be completed for the seconded role and forwarded to the Trust, in order to establish whether the employee is able to progress through a KSF Gateway.

## 6. HOURS OF WORK

6.1 The Employee's normal hours of work are **(Insert hours)** hours per week, as set out in the as set out in the Contract of Employment or such other reasonable hours as may be required by the Employer or the Partner Organisation

## 7. HOLIDAYS

7.1 The Employee's holiday entitlement during the Secondment Period shall be calculated in accordance with their entitlement under the Contract of Employment.

7.2 The Employee's holidays are to be taken at such times as are convenient to the Partner Organisation and with the prior authorisation of the Partner Organisation.

## **8. SICKNESS ABSENCE**

- 8.1 The Employee's sickness entitlement during the Secondment Period shall be calculated in accordance with their entitlement under the Contract of Employment.
- 8.2 Absence due to sickness must be notified to the Employer on a monthly basis.

## **9 EARLY TERMINATION**

- 9.1 Notwithstanding any other provision of this Agreement or your Contract of Employment, this Agreement may be terminated early either on the termination of the Contract of Employment or in some other exceptional circumstance, following the application of the appropriate employment policies and procedures of the Employer. The Partner Organisation will provide such assistance in this regard as is reasonably requested by the Employer. Early termination of this Agreement may occur if:-
- 9.1.1 the Employee commits any act or makes any omission (whether or not in connection with the secondment) which would entitle the Partner Organisation to dismiss the Employee if she were employed by the Partner Organisation on the terms and conditions under which the Employee is employed by the Employer; or
- 9.1.2 the Employee conducts herself in a manner prejudicial to either the business of the Partner Organisation (whether or not in connection with the secondment) and/or the Employer; or
- 9.1.3 the Employee is unable to perform her duties by reason of ill health capability; or
- 9.1.4 the Employee is guilty of dishonesty or is convicted of an offence (other than a minor motoring offence which is not punishable by a custodial sentence) (whether or not in connection with the secondment); or
- 9.1.5 the Employee is unable to perform all or any of her duties by reason of illness, injury or otherwise for a period exceeding (in total) 8 weeks (whether or not consecutive) in any period of 12 months; or
- 9.1.6 the Employee commits any neglect or negligence in the performance of her duties under this Agreement; or
- 9.1.7 the Employee fails to sign and return to the Employer a copy of the Secondment Agreement – Employer and Employee.
- 9.2 the Employee's employment with the Employer shall have been terminated, including but without limitation to the foregoing generality, by the voluntary resignation of the Employee from her employment with the Employer; or
- 9.3 This Agreement may be terminated:
- 9.3.1 at any time by the written agreement of the Employee and the Employer;
- 9.3.2 by either the Employee or the Employer giving to the other party three month's notice in writing.

9.4 Termination hereunder shall be without prejudice to the accrued rights and liabilities of the parties prior to termination.

## **10. RELATIONSHIP OF PARTIES**

10.1 Nothing in this Agreement will render the Employee an employee or partner of the Partner Organisation. The Employer will not seek to, and will use its reasonable endeavours to procure, that the Employee does not hold themselves out as such.

## **11. DOCUMENTS AND OTHER WORK**

11.1 All documents and other work (including without limitation all letters, reports, memoranda, notes of meetings and working papers but excluding the Employer's internal working papers and memoranda) prepared by the Employee in connection with the Secondment Duties while providing services to the Partner Organisation will be the Partner Organisation's property and on request and in any event at the termination of this Agreement the Employer will procure and deliver up to the Partner Organisation all such documents and work.

## **12. PROPERTY RIGHTS**

12.1 In consideration of the Partner Organisation entering into this Agreement the Employer and the Employee each hereby assigns to the Partner Organisation:

12.1.1 any inventions (whether or not patentable) within the meaning of the Patents Act 1977 made by the Employee during the period of this Agreement which relates to or are capable of being used in the business of the Partner Organisation and which belong to the Partner Organisation ; and

12.1.2 by way of assignment of future copyright the copyright, design and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works created or made by the Employee during the period of this Agreement and which can lawfully be assigned by the Employer to the Partner Organisation under this clause.

## **13. CONFIDENTIALITY AND CONFLICT OF INTEREST**

13.1 The Employer and the Employee accept that during the Secondment Period the Employee will be exposed to the Partner Organisation's confidential information.

13.2 During the Secondment Period the Employer and Employee each agree that they shall:

13.2.1 Keep confidential all of the Confidential Information the Partner Organisation supplies to the Employee and or Employer which is disclosed or obtained by the Employee pursuant to or as a result of the Secondment.

13.2.2 Not divulge the same to any third party, notwithstanding that Confidential Information may be disclosed to such of the Partner Organisation's professional advisers as is necessary for the purpose of allowing the Employee to adequately perform the Secondment Duties.

13.2.3 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this clause 15 shall remain in force from the date of signature hereof as long in respect of Confidential Information whilst such information remains confidential

13.2.4 Clauses 15.2.1 and 15.2.2 shall not apply in the event that the Confidential Information becomes public through no fault of the Employee or Employer.

13.3 Without prejudice to clause 15.2 and subject to consultation with and the prior approval of the relevant personnel within the Partner Organisation, the Employee shall be entitled to contact the Employer for the purposes of seeking advice and assistance relating to matters which are or could be regarded as Confidential Information.

13.4 The Employee shall not be entitled to seek advice and assistance on any matter including in respect of Confidential Information, in the event that the Employer is acting in a transaction in which the Partner Organisation is a participant (other than for the Partner Organisation) without the prior written authority of the Partner Organisation.

13.5 The Employer acknowledges that in the course of the Employee carrying out the Secondment Duties, the Employee will from time to time have a conflict of interest in respect of his obligations to the Employer and his obligations to the Partner Organisation. Where in the opinion of the Partner Organisation, such circumstances arise the Employer and the Employee each agree that the Employee shall carry out his obligations for the Partner Organisation only and that the Employer will arrange for other personnel without a conflict of interest, to carry out the Employee's obligations for the Employer.

#### **14. NOTICES**

14.1 Notices by any party must be in writing and delivered personally or sent or transmitted by courier, cable, telex, facsimile or prepaid letter (airmail if to an address in another country) addressed to the other relevant parties at its registered office for the time being or such other address of which it has given notice in accordance with this clause and any such notice given by letter will be deemed to have been given if delivered personally or by courier at the time of delivery or if sent or transmitted by cable, telex or facsimile on the date on and time at which sent or transmitted or if sent by prepaid letter five business days after posting.

#### **15. GENERAL**

15.1 The Employer shall provide all reasonable support and assistance to the Employee during the Secondment Period having regard to the nature of the Secondment Duties. Specifically the Employer will have regular contact with the employee throughout the secondment. The parties will endeavour to meet **(Insert quarterly, six monthly etc)** to review the operation of the secondment.

15.2 The Employer will provide Professional Supervision to the Employee where necessary during the course of the secondment The Employee may also find it

necessary to discuss matters relating to the secondment with their peers and contact them as necessary.

15.3 No party shall be entitled to assign or otherwise transfer this Agreement either in whole or in part without the prior written consent of the other parties.

**16. GOVERNING LAW**

16.1 This Agreement will be governed by and construed in accordance with the laws of England and each of the parties agrees to submit to the jurisdiction of the English courts as regards any claim or matters arising under this Agreement.

Signatures:

(Insert Name)  
(Insert job title)

(Insert Employee Name)  
(Insert job title)

**For and on behalf of**  
Leeds Community Healthcare NHS  
Trust

**For and on behalf of**  
Leeds Community Healthcare NHS  
Trust

**SCHEDULE 1**

**Job Description/Person Specification Sign-Off Document**

(Insert Job Description/Person Specification)

SAMPLE

## SCHEDULE 2

### Secondment to an NHS Organisation

Where the employee is currently employed by the Employer on NHS Agenda for Change Terms and Conditions of Employment and is seconded to another NHS organisation where the seconded post also attracts NHS Agenda for Change Terms and Conditions, the following information sets out the impact the secondment will have in relation to the Employee's pay and access through KSF gateways.

**Name of Employee:** .....

**Current Salary in substantive post:** .....**at Band:** .....

**Current Incremental date in substantive post:** .....

**Salary agreed in seconded post:** .....**at Band:** .....

**Incremental date in seconded post will be:** .....

**Salary projections during secondment, subject to satisfactory progression through KSF Gateways or other relevant terms and conditions, are as outlined below:**

**With effect from:** .....**salary increase to:** .....

**With effect from:** .....**salary increase to:** .....

**With effect from:** .....**salary increase to:** .....

**Please note:** Over and above the salary changes set out above, annual cost of living rises where agreed nationally will be actioned.

As set out in the Secondment Agreement, any on-costs i.e. pension, NI contributions, plus expenses incurred will be recharged to the Partner Organisation

#### **KSF Gateways (where applicable)**

Please set out below what actions you have agreed in order to manage progression through the KSF Gateway, if applicable. Advice must be sought from the Trust, Workforce Development Unit prior to any agreement being reached.

**Return from Secondment** – upon return from your secondment the employee will return to their substantive post or similar role as if they had not been seconded and remained in their substantive post.

**SECONDMENT AGREEMENT**

**BETWEEN**

**THE EMPLOYER: LEEDS COMMUNITY HEALTHCARE NHS TRUST**

**AND**

**THE PARTNER ORGANISATION: \_\_\_\_\_**

SAMPLE

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1	<b>Definitions</b>
2	<b>Commencement and Duration</b>
3	<b>Obligations</b>
4	<b>Basis of Charges</b>
5	<b>Annual Appraisal</b>
6	<b>Hours of Work</b>
7	<b>Holidays</b>
8	<b>Sickness Absence</b>
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10	<b>Early Termination</b>
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#### **Schedules**

1	<b>Secondment Duties</b>
2	<b>Impact of Secondment on Agenda for Change Terms and Conditions</b>

**THIS AGREEMENT** is made on **(Insert Date)**

**BETWEEN :-**

- (1)** (Leeds Community Healthcare NHS Trust Stockdale House, Victoria Road , Leeds LS6 1PF)**(The Employer)**
- (2)** **(Insert Partner Organisations name) (The Partner Organisation)**

## **BACKGROUND**

- (A) The Employee, **(Insert Name of Employee)** is employed by the Employer under a contract of employment.
- (B) The parties wish to make provision hereunder for the Employee to be seconded by the Employer to the Partner Organisation. The Partner Organisation wishes to have the benefit of the services of the Employee.
- (C) The Employer has agreed with the Partner Organisation that the Partner Organisation may have the services of the Employee upon the terms set out in this Agreement.

**It is agreed**

## **5. DEFINITIONS**

5.1 In this Agreement and in the Schedule (the terms of which are incorporated into this Agreement) the following words and expressions have the following meanings:-

“Commencement Date” means **[start date]**;

“Confidential Information” means any information or trade secret which the Partner Organisation reasonably considers to be confidential;

“Contract of Employment” means the contract between the Employee and the Employer which shall be made available for the inspection of any Director of the Partner Organisation following 7 days prior written request from such Director;

“Liability Costs” means any costs associated with the termination of the Employee’s employment, including, but not limited to, notice pay, contractual and redundancy pay, together with any award made by an Employment Tribunal in satisfaction of a claim brought by the Employee or any sum agreed in settlement of such a claim;

“Secondment Costs” means the Employee’s fixed costs, salary, pension, employer’s NI and pension contributions, travel expenses or as subsequently agreed in writing from time to time between the Partner Organisation and the Employer;

“Secondment Period” means a period commencing on the Commencement Date and terminating automatically on the earlier of:

- (a) **(Insert end date)** or at such a date as may subsequently be agreed in writing between the Partner Organisation, the Employer and the Employee; or
- (b) the Employee ceasing to be employed by the Employer for whatever reason including, without limitation, by:
  - (i) voluntary resignation from the Employee’s employment with the Employer, whereupon this Agreement will determine automatically forthwith; or
  - (ii) this Agreement being terminated in accordance with clause 8 below.

5.2 Any reference to a clause or a schedule is to a clause or a schedule in this Agreement.

5.3 The headings are for ease of reference and will not affect the interpretation of this Agreement.

5.4 Words importing any gender include any other gender.

## 6. **SECONDMENT**

6.1 The Employer shall second the Employee to the Partner Organisation for the Secondment Period. During the Secondment Period the Employee shall act as for the Partner Organisation and carry out those duties set out at Schedule 1 (**Secondment Duties**), whilst continuing to be employed by the Employer under the Contract of Employment, which shall remain in force.

During the Secondment Period the Employee shall, subject always to the control of the Partner Organisation, perform all duties assigned to her by the Partner Organisation, including such duties which are not within the Secondment Duties but which are reasonably related to them, and notwithstanding her job title, the Employee shall perform those duties as if they were specifically required under the Contract of Employment.

## 7. **OBLIGATIONS**

7.1 The Employer will ensure a Secondment Agreement between the Employer and the Employee, is sent to the Employee, and the Employee shall sign such an Agreement. It is a condition precedent to this Agreement that the Employee signs and returns a copy of such the Secondment Agreement, failing which this Agreement between the Partner Organisation and the Employer shall forthwith become null and void.

7.2 During the Secondment Period the Employee shall devote the whole of their time, attention and skill to their duties for the Partner Organisation under this Agreement. The Employee shall faithfully and diligently perform duties and

exercise such powers as may from time to time be reasonably assigned to or vested in the Employee by or under the authority of the Partner Organisation. The Employee shall obey all reasonable and lawful directions given to her by or under such authority and shall use her best endeavours to promote the interests of the Partner Organisation.

7.3 During the Secondment Period the Employer shall:-

7.3.1 use its reasonable endeavours, working with the Partner Organisation, to procure that (save through illness or holiday) the Employee devotes all of their attention and skill to the Secondment Duties; and

7.3.2 use its reasonable endeavours, working with the Partner Organisation to procure that the Employee performs all duties assigned to them by the Partner Organisation and procure that the Employee shall perform those duties as if they were specifically required under the Contract of Employment; and

7.3.3 use its reasonable endeavours to procure that the Employee adheres to her contractual obligations; and

7.3.4 use its reasonable endeavours to procure that the Employee is responsible to and acts in accordance with the instructions only of the Partner Organisation or its authorised representative.

7.4 The Partner Organisation acknowledges that from time to time it may be appropriate for the Employee to carry out acts for or duties on behalf of the Employer and in such event, subject to the prior written agreement of the Partner Organisation, the Employee will be made available to the Employer to carry out such acts or duties, in the manner and for the time agreed and set out in such written agreement. This will include, but not be limited to, mandatory training and regular performance review as required under the National Knowledge Skills Framework.

7.5 The Employer and the Employee each acknowledge that during the Secondment Period the Employee may be required to act or serve as an officer, authorised signatory, nominee or in any other personal capacity on behalf of the Partner Organisation, and the Employee shall undertake to resign all or any such appointments upon the termination of this Agreement.

7.6 During the Secondment Period the Partner Organisation shall:-

7.6.1 neither take any action nor omit to take any action with respect to the Employee which constitutes or may constitute dismissal other than where and to the extent that the Partner Organisation is entitled to act pursuant to clause 8 of this Agreement; and

7.6.2 comply with the provisions of the Health and Safety at Work Act 1974, any statutory re-enactment or modification thereof or any rules or regulations made thereunder insofar as the same concern the Employee.

7.6.3 not knowingly do or omit to do anything which would cause the Employer to breach any of its obligations arising under legislation or common law, or the Contract of Employment.

## 8. BASIS OF CHARGES

8.1 In consideration of the provision of the Secondment Duties the Employer will pay the Secondment Costs, of the Employee for the duration of the Secondment period.

8.2 OR In consideration of the provision of the Secondment Duties the Partner Organisation shall pay to the Employer the full Secondment Costs, including employer's National Insurance and Pension contributions. The Employer will invoice the Organisation on a **quarterly** basis.

8.3 a) ***(Insert this para if the Partner Organisation is determining the salary at which the employee is to be paid during secondment)*** Where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will during the period of the secondment, attract the same salary scales including any cost of living rises or increments of the Partner Organisation. The Partner Organisation will notify the Employer of any changes to salary, giving at least two full month's notice to the change being implemented.

**OR**

b) ***(Insert this para if the Partner Organisation requires the Employer to determine and manage the employee's salary in line with the Employer's salary scales)*** Where the Partner Organisation requests the Employer to determine and manage the Employee's salary, the Employee will during the period of the secondment, attract the salary scales in line with the Employer's pay scales. The incremental date and pay scales relevant to the Employee are set out in Schedule 3 to this Agreement. The Employer will automatically process the Employee's salary in line with the national/local agreement. **OR**

c) ***(Insert this para if the employee is currently on Agenda for Change and the Partner Organisation is an NHS employer and the seconded post also attracts Agenda for Change)*** Where the Partner Organisation is an NHS organisation attracting Agenda for Change Terms and Conditions, The employee will during the period of the secondment, attract the salary in line with Agenda for Change pay scales, as agreed nationally. The incremental date and pay scales relevant to the Employee are set out in Schedule 3 to this Agreement. The Trust will automatically process the Employee's salary in line with the national agreement.

8.4 The Partner Organisation will reimburse directly to the Employee all expenses properly incurred in the performance of her duties.

## 5. ANNUAL APPRAISAL

5.1 a) ***(Insert this para if the Partner Organisation is determining the salary at which the employee is to be paid during secondment)*** Where the Partner Organisation is not an organisation forming part of the National Health Service or is an organisation forming part of the National Health Service in which the secondment is at a Very Senior Managers (VSM) level and attracts the VSM terms and conditions, the Employee will be annually appraised in accordance with

the Partner Organisation's OR National Health Service's VSM policy and procedures **OR**

b) ***(Insert this para if the Partner Organisation requires the Employer to determine and manage the employee's salary in line with the Employer's salary scales)*** Where the Partner Organisation is not an NHS organisation but the Employee is attracting Agenda for Change Terms and Conditions, the Partner Organisation will be required to undertake an appraisal in line with their policy, however an assessment against the KSF outline must be completed for the seconded role and forwarded to The Trust. Where relevant such evidence will support progressiontheTrust, Workforce Development Unit.

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## **6. HOURS OF WORK**

6.1 The Employee's normal hours of work are **(Insert hours)** hours per week, as set out in the as set out in the Contract of Employment or such other reasonable hours as may be required by the Employer or the Partner Organisation

## **7. HOLIDAYS**

7.1 The Employee's holiday entitlement during the Secondment Period shall be calculated in accordance with their entitlement under the Contract of Employment.

7.2 The Employee's holidays are to be taken at such times as are convenient to the Partner Organisation and with the prior authorisation of the Partner Organisation.

## **8. SICKNESS ABSENCE**

8.1 The Employee's sickness entitlement during the Secondment Period shall be calculated in accordance with their entitlement under the Contract of Employment.

8.2 Absence due to sickness must be notified to the Employer on a monthly basis.

## **9. VARIATIONS TO TERMS AND CONDITIONS OF EMPLOYMENT**

9.1 Where the Partner Organisation is not an NHS organisation the Employer will confirm in writing to the Partner Organisation any changes affecting the Employee's Contract of Employment. The Partner Organisation will take action to ensure that these changes are implemented. **OR**

Where the Partner Organisation is an NHS organisation attracting Agenda for Change Terms and Conditions, the Employer will not amend the Contract of Employment (including in respect of the salary and benefits payable to the Employee under the Contract of Employment but subject always to clause 4.3 and

4.4 above) without the prior written consent of the Partner Organisation, which consent shall not be unreasonably withheld or delayed;

## **10 EARLY TERMINATION**

10.1 Notwithstanding any other provision of this Agreement, this Agreement may be terminated early either on the termination of the Contract of Employment or in some other exceptional circumstance, following the application of the appropriate employment policies and procedures of the Employer. The Partner Organisation will provide such assistance in this regard as is reasonably requested by the Employer. Early termination of this Agreement may occur if:-

10.1.1 the Employee commits any act or makes any omission (whether or not in connection with the secondment) which would entitle the Partner Organisation to dismiss the Employee if she were employed by the Partner Organisation on the terms and conditions under which the Employee is employed by the Employer; or

10.1.2 the Employee conducts herself in a manner prejudicial to either the business of the Partner Organisation (whether or not in connection with the secondment) and/or the Employer; or

10.1.3 the Employee is unable to perform her duties by reason of ill health capability; or

10.1.4 the Employee is guilty of dishonesty or is convicted of an offence (other than a minor motoring offence which is not punishable by a custodial sentence) (whether or not in connection with the secondment); or

10.1.5 the Employee is unable to perform all or any of her duties by reason of illness, injury or otherwise for a period exceeding (in total) 8 weeks (whether or not consecutive) in any period of 12 months; or

10.1.6 the Employee commits any neglect or negligence in the performance of her duties under this Agreement; or

10.1.7 the Employee fails to sign and return to the Employer a letter in the form attached at Schedule 1.

10.2 The Partner Organisation or the Employer shall be entitled to terminate this Agreement forthwith if:

10.2.1 the other party commits any material breach of its obligations under this Agreement; or

10.2.2 the Employee's employment with the Employer shall have been terminated, including but without limitation to the foregoing generality, by the voluntary resignation of the Employee from her employment with the Employer; or

10.3 This Agreement may be terminated:

10.3.1 at any time by the written agreement of the Partner Organisation and the Employer;

10.3.2 by either the Partner Organisation or the Employer giving to the other party three month's notice in writing.

10.4 Termination hereunder shall be without prejudice to the accrued rights and liabilities of the parties prior to termination.

## **11. LIABILITY FOR EMPLOYEE'S ACTIONS**

11.1 The Partner Organisation acknowledges and agrees that it shall be solely liable both to the Employer and to third parties for any acts or omissions of the Employee in the performance of the Secondment Duties.

11.2 The Parties acknowledge that during the Secondment Period the Liability Costs shall be apportioned as follows:

11.2.1 the Employer shall be wholly responsible for the Liability Costs which are accrued during the 12 month period following the Commencement Date;

11.2.2 the Employer and the Partner Organisation shall each be responsible for 50% of the Liability Costs accrued during the period from 12 months to 24 months after the Commencement Date; and

11.2.3 The Partner Organisation shall be solely responsible for any liability costs accruing at any time later than 24 months after the Commencement Date

## **12. RELATIONSHIP OF PARTIES**

12.1 Nothing in this Agreement will constitute a partnership between the Partner Organisation and the Employer, nor render the Employee an employee or partner of the Partner Organisation. The Employer will not and will use its reasonable endeavours to procure that the Employee does not hold herself out as such.

## **13. DOCUMENTS AND OTHER WORK**

13.1 All documents and other work (including without limitation all letters, reports, memoranda, notes of meetings and working papers but excluding the Employer's internal working papers and memoranda) prepared by the Employee in connection with the Secondment Duties while providing services to the Partner Organisation will be the Partner Organisation's property and on request and in any event at the termination of this Agreement the Employer will procure and deliver up to the Partner Organisation all such documents and work.

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14.1 In consideration of the Partner Organisation entering into this Agreement the Employer and the Employee each hereby assigns to the Partner Organisation:

14.1.1 any inventions (whether or not patentable) within the meaning of the Patents Act 1977 made by the Employee during the period of this Agreement which relates to or are capable of being used in the business

of the Partner Organisation and which belong to the Partner Organisation ; and

14.1.2 by way of assignment of future copyright the copyright, design and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works created or made by the Employee during the period of this Agreement and which can lawfully be assigned by the Employer to the Partner Organisation under this clause.

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15.2.1 Keep confidential all of the Confidential Information the Partner Organisation supplies to the Employee and or Employer which is disclosed or obtained by the Employee pursuant to or as a result of the Secondment.

15.2.2 Not divulge the same to any third party, notwithstanding that Confidential Information may be disclosed to such of the Partner Organisation's professional advisers as is necessary for the purpose of allowing the Employee to adequately perform the Secondment Duties.

15.2.3 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this clause 15 shall remain in force from the date of signature hereof as long in respect of Confidential Information whilst such information remains confidential

15.2.4 Clauses 15.2.1 and 15.2.2 shall not apply in the event that the Confidential Information becomes public through no fault of the Employee or Employer.

15.3 Without prejudice to clause 15.2 and subject to consultation with and the prior approval of the relevant personnel within the Partner Organisation, the Employee shall be entitled to contact the Employer for the purposes of seeking advice and assistance relating to matters which are or could be regarded as Confidential Information.

15.4 The Employee shall not be entitled to seek advice and assistance on any matter including in respect of Confidential Information, in the event that the Employer is acting in a transaction in which the Partner Organisation is a participant (other than for the Partner Organisation) without the prior written authority of the Partner Organisation.

15.5 The Employer acknowledges that in the course of the Employee carrying out the Secondment Duties, the Employee will from time to time have a conflict of interest in respect of his obligations to the Employer and his obligations to the Partner Organisation. Where in the opinion of the Partner Organisation, such circumstances arise the Employer and the Employee each agree that the Employee shall carry out his obligations for the Partner Organisation only and that

the Employer will arrange for other personnel without a conflict of interest, to carry out the Employee's obligations for the Employer.

## **16. NOTICES**

16.1 Notices by any party must be in writing and delivered personally or sent or transmitted by courier, cable, telex, facsimile or prepaid letter (airmail if to an address in another country) addressed to the other relevant parties at its registered office for the time being or such other address of which it has given notice in accordance with this clause and any such notice given by letter will be deemed to have been given if delivered personally or by courier at the time of delivery or if sent or transmitted by cable, telex or facsimile on the date on and time at which sent or transmitted or if sent by prepaid letter five business days after posting.

## **17. GENERAL**

17.1 The Employer shall provide all reasonable support and assistance to the Employee during the Secondment Period having regard to the nature of the Secondment Duties. Specifically the Employer will have regular contact with the employee throughout the secondment. The parties will endeavour to meet **(Insert quarterly, six monthly etc)** to review the operation of the secondment.

17.2 The Employer will provide Professional Supervision to the Employee where necessary during the course of the secondment The Employee may also find it necessary to discuss matters relating to the secondment with their peers and contact them as necessary.

17.3 No party shall be entitled to assign or otherwise transfer this Agreement either in whole or in part without the prior written consent of the other parties.

## **18. GOVERNING LAW**

18.1 This Agreement will be governed by and construed in accordance with the laws of England and each of the parties agrees to submit to the jurisdiction of the English courts as regards any claim or matters arising under this Agreement.

Signatures:

(Insert Name)  
(Insert job title)

(Insert Name)  
(Insert job title)

**For and on behalf of**  
Leeds Community Healthcare NHS  
Trust

**For and on behalf of**  
(Insert Partner Organisations  
name)

**SCHEDULE 2**

**Job Description/Person Specification Sign-Off Document**

(Insert Job Description/Person Specification)

SAMPLE

### SCHEDULE 3

#### Secondment to an NHS Organisation

Where the employee is currently employed by the Employer on NHS Agenda for Change Terms and Conditions of Employment and is seconded to another NHS organisation where the seconded post also attracts NHS Agenda for Change Terms and Conditions, the following information sets out the impact the secondment will have in relation to the Employee's pay and access through KSF gateways.

**Name of Employee:** .....

**Salary agreed in seconded post:** .....**at Band:** .....

**Incremental date in seconded post will be:** .....

**Salary projections during secondment, subject to satisfactory progression through KSF Gateways or other relevant terms and conditions, are as outlined below:**

**With effect from:** .....**salary increase to:** .....

**With effect from:** .....**salary increase to:** .....

**With effect from:** .....**salary increase to:** .....

**Please note:** Over and above the salary changes set out above, annual cost of living rises where agreed nationally will be actioned.

As set out in the Secondment Agreement, any on-costs i.e. pension, NI contributions, plus expenses incurred will be recharged to the Partner Organisation

#### **KSF Gateways (where applicable)**

Please set out below what actions you have agreed in order to manage progression through the KSF Gateway, if applicable. Advice must be sought from the Trust, Workforce Development Unit prior to any agreement being reached.

**Return from Secondment** – upon return from your secondment the employee will return to their substantive post or similar role as if they had not been seconded and remained in their substantive post.