Reference Number: UHB 057 **Version Number:** Not stated in the supplied policy; unchanged following review.	**Date of Next Review:** 30.09.27 **Publication:** Issue date July 2021; separate publication date not stated.

NHS Wales Secondment Policy

Policy Statement

We will support fair and consistent secondment arrangements that balance staff development with service needs. Refer to sections 1–3 of the policy.

Policy Commitment

We will give secondment requests serious consideration and agree arrangements in writing between the relevant parties. Refer to sections 3 and 7–13 of the policy.

Supporting Procedures and Written Control Documents

Refer to Appendix A for the application for release or extension and Appendix B for the secondment agreement pro-forma. Full requirements and responsibilities are set out in the policy.

Other supporting documents: Refer to the policy for related organisational change, grievance, data protection, records management and disciplinary policies.

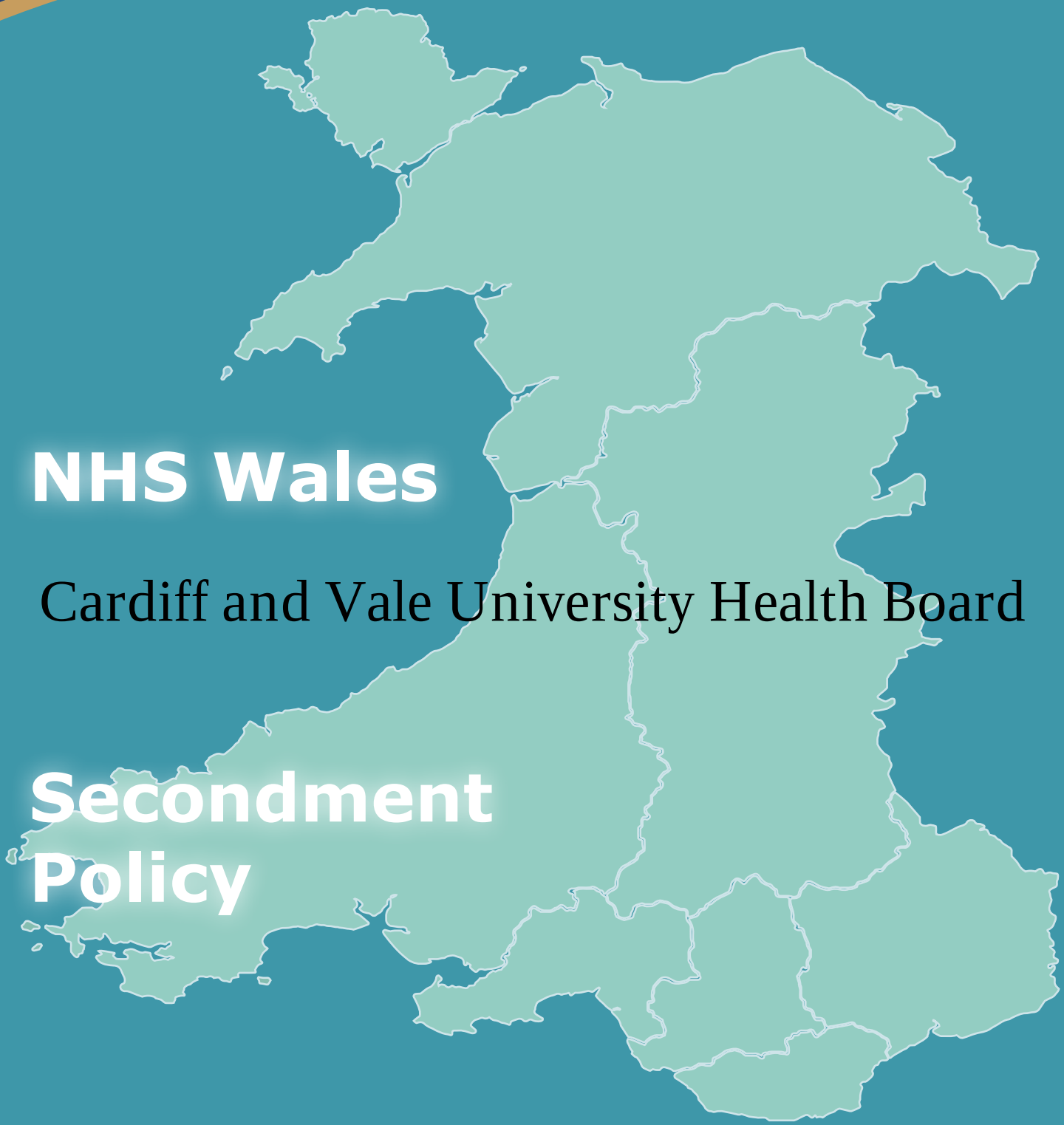
Scope

Secondment opportunities are available to all staff, subject to service requirements. Separate procedures apply to medical and dental staff. Refer to section 4 of the policy.

Equality & Health Impact Assessment (EHIA)	
Part 1 - Equality Impact Assessment (EQIA)	Section 16 states that an Equality Impact Assessment was undertaken, with results published and monitored centrally. Refer to the policy; the assessment itself is not included in the supplied copy.
Part 2 - Health Impact Assessment (HIA)	A separate Health Impact Assessment is not identified in the supplied policy. Refer to the full policy for its requirements.
Policy Approved by	People and Culture Committee. Original national approval: Welsh Partnership Forum; approval date not stated in the supplied policy.

Group with authority to approve procedures written to explain how this policy will be implemented	Employment Policy Sub Group (EPSG). Reviewed on 30.09.26; no changes required. Policy carried forward unchanged, with next review on 30.09.27.
Accountable Executive or Clinical Board Director	Executive Director of People and Culture
Author	NHS Wales policy; individual author not stated in the supplied policy.
Disclaimer **If the review date of this document has passed please ensure that the version you are using is the most up to date either by contacting the document author or the Governance Directorate.**	

Summary of reviews/amendments			
Version Number	**Date Review Approved**	**Date Published**	**Summary of Amendments**
Not stated	Not stated	July 2021 (issue date)	NHS Wales policy approved by the Welsh Partnership Forum and issued July 2021. Original issue date retained; separate publication and approval dates not stated.
Not stated; unchanged	30.09.26 (EPSG review)	July 2021 (issue date retained)	Reviewed by the Employment Policy Sub Group on 30.09.26. No changes required; policy carried forward unchanged and original July 2021 issue date retained. Next review: 30.09.27.



NHS Wales

Cardiff and Vale University Health Board

Secondment Policy

Sections

01

NHS Wales Secondment Policy

02

Appendix A: Application for release of secondment / secondment extension

03

Appendix B: Secondment agreement pro-forma

01

NHS Wales Secondment Policy

Approved by: Welsh Partnership Forum

Issue Date: July 2021

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01 Policy Statement

1. The Core Principles of NHS Wales:

- **We put patients and users of our services first:** We work with the public and patients/service users through co-production, doing only what is needed, no more, no less and trying to avoid harm. We are honest, open, empathetic and compassionate. We ensure quality and safety above all else by providing the best care at all times.
- **We seek to improve our care:** We care for those with the greatest health need first, making the most effective use of all skills and resources and constantly seeking to fit the care and services we provide to users' needs. We integrate improvement into everyday working, by being open to change in all that we do, which also reduces harm and waste.
- **We focus on wellbeing and prevention:** We strive to improve health and remove inequities by working together with the people of Wales so as to ensure their wellbeing now and in future years and generations.
- **We reflect on our experiences and learn:** We invest in our learning and development. We make decisions that benefit patients and users of our services by appropriate use of the tools, systems and environments which enable us to work competently, safely and effectively. We actively innovate, adapt and reduce inappropriate variation whilst being mindful of the appropriate evidence base to guide us.
- **We work in partnership and as a team:** We work with individuals including patients, colleagues, and other organisations; taking pride in all that we do, valuing and respecting each other, being honest and open and listening to the contribution of others. We aim to resolve disagreements effectively and promptly and we have a zero tolerance of bullying or victimization of any patient, service user or member of employees.
- **We value all who work for the NHS:** We support all our colleagues in doing the jobs they have agreed to do. We will regularly ask about what they need to do their work better and seek to provide the facilities they need to excel in the care they give. We will listen to our colleagues and act on their feedback and concerns.

They have been developed to help and support employees working in NHS Wales.

NHS Wales is about people, working with people, to care for people. These Core Principles describe how we can work together to make sure that what we do and how we do it is underpinned by a strong common sense of purpose which we all share and understand.

The NHS is continually under pressure to deliver more services, with better outcomes and maintain and increase quality against the backdrop of significant financial challenge, high levels of public expectation and with a population which is getting older and with increased levels of chronic conditions.

These principles have been developed to help address some of the pressures felt by employees in responding to these demands. They will re-balance the way we work together so we are less reliant on process and are supported to do the right thing by being guided by these principles when applying policies and procedures to the workforce.

As people working within the health service, we will all use them to support us to carry out our work with continued dedicated commitment to those using our services, during times of constant change.

The Principles are part of an ongoing commitment to strengthen the national and local values and behaviour frameworks already established across Health Boards and Trusts.

They have been developed in partnership with representatives from employers and staff side.

The Principles will be used to create a simpler and consistent approach when it comes to managing workplace employment issues.

2. Introduction

The aims and objectives of the policy are:

2.1 To provide clear advice, support and guidance to managers and employees regarding their role(s) in managing the secondment approval process and the subsequent management of processes related to the said secondment.

2.2 To provide a cost effective, fair and equitable method of providing employees with work experience and development opportunities outside of their normal area of work and/or the NHS Organisation whilst ensuring that the short to medium term staffing needs for service provision are in place.

2.3 The policy should be read in conjunction with the Organisational Change Policy, where appropriate.

The Cardiff and Vale University Health Board is committed to the delivery of a quality service. In view of this the NHS Organisation recognises its responsibility to train and develop staff to maximise their potential, to meet the needs of the service. Secondments are valuable for staff development and progression and for addressing a short-term need to cover a post.

Benefits to the NHS Organisation:

- Retention of staff
- Utilising potential in the workforce to undertake identified projects, which may not justify a new appointment and might otherwise be difficult to achieve within an acceptable timescale.
- During a period of organisational change secondment may help the NHS Organisation to ensure continuity of service.
- Supporting the identified development needs of individual employees to the longer-term benefit of the team or NHS Organisation as a whole, as agreed and identified through the PADR process.
- Immediate availability of skilled staff with intimate knowledge of NHS Organisation policies and procedures.
- To sustain standards of service provision e.g., by covering periods of long term sickness, maternity leave or career break etc.
- A secondment may provide an opportunity to forge closer links with the recipient organisation.

Benefits to Employees:

• Providing opportunities to individuals who may have an interest in changing their career path. This allows both the individual and the NHS Organisation to assess their suitability for such a change.

• Providing an opportunity to meet development needs agreed between the employee and line manager, and which may have been identified through the PADR process.

• Providing an opportunity to experience work which could contribute to personal and career development.

• Providing an opportunity for staff to experience a different culture and different ways of working.

3. Principles

3.1 The policy is based on the following guiding principles, which should be taken into consideration during each stage of the secondment:

• The needs of the organisation(s)
• Current/expected departmental establishment levels
• Staff will be supported to access secondments that are beneficial to their career and professional development
• The process by which a secondment opportunity is provided will follow a fair process that treats every employee equally
• Fairness to staff, managers and colleagues.

3.2 Secondments must be based on mutual agreement between the member of staff, line manager/organisation and host manager/organisation.

3.3 Secondments should not be used in place of other contractual arrangements for staff.

3.4 There is a requirement on the individual and both the Employer and Host organisations to maintain communication during the period of the secondment. Any individual on secondment must be kept informed of any significant changes to their substantive department or role.
The individual and Host organisation have a requirement to keep the Employer up to date in terms of the circumstances, e.g., should they be seeking any variation to their secondment agreement.

3.5 Secondment opportunities will be monitored to inform the need to consider positive action to address inequality.

4. Scope of the policy

4.1 Secondment opportunities should be available to all staff and all requests will be given serious consideration. There may, however, be service or operational requirements which lead to an application for release being declined.

4.2 Separate procedures apply in respect of the secondment of medical and dental staff. Advice on these procedures can be obtained from Workforce and OD departments.

5. Definitions

5.1 Secondment

- Secondment occurs when an employee is transferred temporarily from their substantive post to another post either in the same or another organisation and is expected to return to their old post at the end of the secondment. Some contractual terms may vary during the period of the secondment i.e., salary, work base, hours of work etc. The terms and conditions of the substantive post will remain as they were prior to the secondment.

- Secondment is not to be confused with temporary movement into a higher band. Nor is it to be confused with an agreement between the manager and individual for that individual to undertake a time limited piece of work or project, which is commensurate with their grade and skills or experience etc.

5.2 The seconding organisation (Employer) is the individual's main/ substantive employer and the host organisation is the organisation at which the individual will work during the secondment.

6. Ways in which secondments may arise

6.1 Internal

Internal secondments occur when staff are seconded within their organisation. This can be in the same department/ directorate, or to another area of the NHS Organisation. These posts will be advertised in accordance with organisational policies and procedures, unless there are exceptional circumstances agreed with the Workforce & Organisation Development department, in partnership with staff side representation.

6.2 External NHS

External NHS secondments occur when a member of staff is seconded to another NHS Organisation.

6.3 External non-NHS

External non NHS secondment opportunities may become available in a number of organisations/sectors, e.g.

- Social Services, other local authority departments;
- Educational establishments;
- Welsh Assembly Government;
- Health related private sector companies

7. Duration

Secondments should ordinarily be for a minimum of three months and a maximum of four years.

Sometimes a secondment will initially be set up for a shorter period, but as circumstances change the parties may wish to extend it. Where the Host's requirement for the seconded post is going to last for more than four years, the host should have a conversation with the Employer about whether the Secondee's substantive post can be kept open. If the Secondee's substantive post cannot be kept open, then the options open are either:

- Offer the post to the employee on a substantive basis, either on a permanent or fixed-term basis; or

- Return the employee to their substantive role.

8. Release of staff

8.1 Individuals who wish to be released from their substantive post to take part in a secondment opportunity should complete the attached release request form.

8.2 Before agreeing to release a member of staff for a secondment, consideration must be given to the impact on the whole team, the service and the need for cover of the consequent temporary vacancy. Advice may be sought from the Workforce and OD department if necessary.

8.3 Managers are not obliged to accommodate all requests for secondments, but they are required to give serious consideration to each request. Refusals may be made on objective business grounds.

8.4 Managers should consider a number of factors when agreeing to release a member of staff including:

- Development needs arising out of individual performance reviews and development plans.
- Previous requests for secondment.
- Exigencies of the Service.

8.5 Following consideration of the points in 8.4, the length and terms of the secondment must be confirmed in writing by the line manager. (See section 10)

8.6 Staff should discuss their wish to apply for a secondment in principle with their line manager at the earliest opportunity.

9. Protection of post

9.1 The Secondee's substantive post shall be kept open. If it is not possible to keep the Secondee's substantive post open alternative employment of an equivalent grade, type and status will be sought at the end of the secondment, firstly within the same directorate before looking organisation wide.

9.2 If an extension to the secondment is sought, the issue of the Secondee's substantive post being kept open on their return should be an integral part of the decision to extend. If it is not possible to keep the post open beyond the duration of the current secondment the employee should be given the opportunity to return to their substantive post at that time.

9.3 In the event of organisational change affecting a department's establishment during the period of secondment, the secondee must be consulted on any changes by their line manager and be considered equally under the terms of the Organisational Change policy and afforded the same rights and opportunities.

10. Roles and Responsibilities

10.1 The Secondment Agreement

When an individual is seconded to work for another organisation, they will continue to be employed on their usual terms and conditions of employment with the exception of salary, which may vary as appropriate (i.e., the terms that they are employed on by their Employer). All parties (i.e., the Secondee, the Host organisation and the Employer) will enter into a written secondment agreement which will detail the terms upon which the secondment is based.

A model secondment agreement is included at Appendix B. The template Secondment Agreement should be used for all secondments between Health Boards, NHS Trusts and Special Health Authorities in Wales. The template agreement provides a balanced position as between all of the NHS bodies in Wales, recognising that at different times all organisations will be either the Host or the Employer.

NHS Organisations may find it helpful to use the template as a starting point when negotiating secondment terms with organisations outside the NHS in Wales but should carefully consider whether all of the provisions meet their needs (particularly around liability, pay and practical arrangements).

10.2 Management of the Secondee

10.2.1 The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

10.2.2. The Host shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court of tribunal. The Host will also need to consider whether pre-employment checks are necessary and if so, ensure they are undertaken in a timely manner.

10.2.3 The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.

10.2.4 The Host and the Employer shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.

10.2.5 The Secondee shall notify the Host Contact and the Employer Contact if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer in respect of the Role during the Secondment Period.

10.2.6 The Secondee should be appraised by the host organisation following discussions with an appropriate individual from the seconding organisation and appropriate input sought. The Employer will maintain a regular dialogue with the employee. The Employer will carry out any performance management with the host organisation.

10.2.7 There is an expectation of regular and consistent communication between the Host organisation, the Employer and the Secondee, including a meeting of all parties 8 weeks before the secondment is due to end.

10.2.8 In the event of the secondee finding a new role/job, notice should be given in line with their seconded role (refer to notice period).

11. Salary

11.1 The salary and expenses (expenses to be approved by the Host organisation) should be paid by the substantive employer and recharged to the host organisation to ensure that pension arrangements are not affected.

11.2 If a member of staff is on protection under the OCP when they are seconded, that protected salary should continue to apply if the post seconded into is on a lower salary provided that the secondment is in keeping with an individual's personal development plan, to develop the necessary skills and competencies in support of returning the individual to their current grade / band.

11.3 Where a salary in excess of the secondee's substantive salary is paid, protection of pay will not apply at the end of the secondment. At the end of the secondment period the individual will revert back to his/her substantive post including incremental rises and pay awards. The expectation is that an employee on secondment would progress through pay steps in line with the All Wales Pay Progression policy.

11.4 Existing members of the NHS Pension Scheme with Special Class Status who are considering undertaking a secondment are advised to seek advice from the Pensions Agency prior to doing so to ensure that this is not affected.

12. Termination

12.1 A secondment may be terminated early by the agreement of all parties.

12.2 The secondment will terminate at the end of the agreed period and the employee will then return to their substantive post or, as allowed for under section 9, to a post on a grade and salary commensurate with his/her original post.

13. Completion of Secondment

13.1 On completion of a secondment, a review should be conducted by the line manager to identify how the individual's development can be used for the benefit of the organisation and to ensure that learning is transferred successfully.

13.2 Induction programmes and training should be made available by the line manager for returning employees, as appropriate.

14. Disputes

If a secondment or extension is refused and the employee is dissatisfied with the decision, they should follow the process set out in Employer's Grievance policy (or any policy which has replaced the Grievance policy).

15. Training and awareness raising

All staff will be made aware of this policy upon commencement with the

UHB

Copies can also be viewed on the

UHB

Intranet or obtained via the Workforce and OD department. Training will be provided as appropriate depending on the complexity of the policy.

16. Equality

NHS Organisation recognises the diversity of the local community and those that it employs. Our aim is therefore to provide a safe environment free from discrimination and a place where all individuals are treated fairly, with dignity and appropriately to their need.

NHS Organisation recognises that equality impacts on all aspects of its day to day operations. This policy was assessed using the NHS Centre for Equality and Human Rights Equality Impact Assessment Tool and the results published on the website and monitored centrally.

17. General Data Protection Regulation 2018

All documents generated under this policy that relate to identifiable individuals are to be treated as confidential documents, in accordance with the

UHB

Data Protection Policy.

18. Freedom of Information Act 2000

All NHS Organisations' records and documents, apart from certain limited exemptions, can be subject to disclosure under the Freedom of Information Act 2000. Records and documents exempt from disclosure would, under most circumstances, include those relating to identifiable individuals arising in a personnel or staff development context.

Details of the application of the Freedom of Information Act within the

UHB

may be found in the

UHB

publications scheme.

19. Records Management

All documents generated under this policy are official records of the NHS Organisation and will be managed and stored and utilised in accordance with the UHB Records Management Policy.

20. Review

This policy will be reviewed in two years' time. Earlier review may be required in response to exceptional circumstances, organisational change or relevant changes in legislation or guidance.

21. Discipline

Breaches of this policy will be investigated and may result in the matter being treated as a disciplinary offence under the relevant UHB disciplinary procedure.

02

Appendix A: Application for release of secondment / secondment extension

2 Appendix A: Application for release of secondment / secondment extension

Once completed please print and sign two copies of this form and distribute as follows

One copy to be retained by applicant

One copy to be submitted to Line Manager and retained on the personal file

All fields must be completed in full, if not, your form will be returned to you which could delay your application

New application ☐ **Extension** ☐ **(Please tick)**

SECTION ONE – TO BE COMPLETED BY APPLICANT – PLEASE PRINT CLEARLY CURRENT POST		
Title: (Mr/Mrs/Miss/Ms/Dr/other...)	Forenames:	Surname:
Current Post:	Band:	ESR Number:
Department:	Site:	Contact Number (Home):
Contact Number (Work):	Contact Number (Mobile):	Email address:
Home Address:		
SECONDMENT OPPORTUNITY *Failure to provide the above details in full may delay receipt of confirmation*		
Post Title:		Base:
Organisation:		
Name and Address of Receiving Manager:		
Duration of Secondment:		
From:	To:	
Purpose of Secondment:		
Has the need for you to take part in a secondment opportunity been identified as part of the Performance Development Review Process?		

Please identify how this learning and development opportunity is relevant to your work and how it will enhance your role in the workplace?	
Signed:	To:

SECTION TWO – TO BE COMPLETED BY LINE MANAGER:		
How does this secondment align with the applicant's PDP:		
Secondment approved:	Yes:	No:
If no, please give reasons		
Payroll notified:	Yes:	No:
Secondment dates approved from:	To:	From:
Managers Name (Please print):		Title:
Signed:		
Date:		

03

Appendix B: Secondment agreement pro-forma

3 Appendix B: Secondment agreement pro-forma

This agreement is dated

Parties

(1) [EMPLOYER NAME] of [ADDRESS] (the Employer)

(2) [HOST NAME] of [ADDRESS] (the Host)

(3) [EMPLOYEE NAME] of [ADDRESS] (the Employee)

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Commencement Date:

Expiry Date:

Role:

Host Contact:

Employer Contact:

Salary: , subject to any incremental increases in accordance with the Employment

Contract

Working Hours:

Notice Period:

Work Location:

Annual Leave Entitlement:

Confidential Information: information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, patients, employees or management.

Employment Contract: the terms of employment between the Employer and the Secondee at the date of this agreement, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3 Appendix B: Secondment agreement pro-forma

Management Issues: all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).

Secondment: the secondment of the Secondee by the Employer to the Host on the terms of this agreement.

Secondment Period: the period from the Commencement Date to the Expiry Date, subject to early termination in accordance with the terms of this agreement.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 This Agreement should be read alongside the All Wales Secondment Policy as in force from time to time. In the event of any discrepancy between the two, the terms of this Agreement shall take precedence.

2. Secondment

2.1 The Employer shall second the Secondee to the Host on an exclusive basis for the Secondment Period to carry out the Role.

2.2 The Secondment Period shall commence on the Commencement Date and shall continue until:

(a) The Expiry Date; or
(b) terminated by any party giving written notice of not less than the Notice Period at any time; or
(c) terminated in accordance with clause 11.

3. Services

3.1 The Secondee shall carry out the Role at the Work Location, or such other place within its area as the Host may reasonably require.

3.2 The Secondee may be required to travel on the Host's business to such places (whether within or outside the United Kingdom) by such means and on such occasions as the Host may from time to time require.

3 Appendix B: Secondment agreement pro-forma

3.3 The Secondee shall not be required to work outside the United Kingdom for more than one month during the Secondment.

3.4 The Secondee's normal working hours shall be the Working Hours, and such additional hours as are reasonable and necessary for the proper performance of the Services.

3.5 The Secondee shall during the Secondment:

(a) unless prevented by incapacity, devote the whole of their contracted working time, attention and abilities to carrying out the Role;

(b) faithfully and diligently serve the Host;

(c) not enter into any arrangement on behalf of the Host which is outside the normal course of business or their normal duties or which contains unusual or onerous terms; and

(d) promptly make such reports to the Host Contact on any matters concerning the affairs of the Host and at such times as are reasonably required.

4. Secondee's employment

4.1 The Employment Contract shall remain in force during the Secondment Period.

4.2 The Secondee shall comply with the Host's policies and procedures, copies of which will be made available on request.

4.3 The Host shall not, and shall not require the Secondee to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.

4.4 The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.

4.5 Any change in the Employment Contract during the Secondment Period shall be notified to the Host.

4.6 If the Secondee is held to be employed by the Host at any time during or on termination of the Secondment Period then the Host may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.

4.7 All documents, manuals, hardware and software provided for the Secondee's use by the Host, and any data or documents (including copies) produced, maintained or stored on the Host's computer systems or other electronic equipment (including mobile phones), remain the property of the Host.

4.8 Upon the termination of this Agreement, and subject always to the terms of the Employment Contract, the Employee shall no longer be required to carry out the Role for the Host.

3 Appendix B: Secondment agreement pro-forma

5. Payments

5.1 The Employer shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.

5.2 The Host shall, at the end of each month during the Secondment Period, provide the Employer with details of any overtime and unsocial hours worked by the Secondee during the preceding month, and the Employer shall make any necessary overtime payments to the Secondee in the usual way.

5.3 The Host shall pay the Employer a sum equivalent to the total amount paid by the Employer to or in respect of the Secondee under the Employment Contract, which shall include, but is not limited to:

(a) the Salary;

(b) National Insurance contributions made by the Employer in relation to the Secondee;

(c) any overtime payments made to the Secondee during the Secondment Period and approved in advance by the Host; and

(d) Pension contributions made by the Employer in respect of the Employee.

5.4 Any wholly, exclusively and necessarily incurred expenses incurred by the Secondee during or in connection with the Secondment Period shall be submitted by the Secondee to the Host for approval, subject always to the Host's expenses policy. The Host shall notify the Employer of all expenses that are approved by the Host, and the Employer shall refund the Secondee in respect of those expenses. The Host shall reimburse the Employer for any such expenses.

5.5 Any sums due to the Employer under this agreement shall accrue from day to day and shall be payable monthly in arrears.

6. Management during the secondment

6.1 The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

6.2 The Host shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court of tribunal.

6.3 The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.

6.4 The Host and the Employer shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.

6.5 The Secondee shall notify the Host Contact and the Employer Contact if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer in respect of the Role during the Secondment Period.

7. Leave

7.1 The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.

7.2 The Secondee shall submit any annual leave requests to the Host, in accordance with the Host's processes. The Secondee shall additionally notify the Employer of any dates on which the Secondee shall take holiday.

7.3 The Secondee shall comply with the Host's reporting arrangements if the Secondee is absent from work for any reason. The Secondee shall additionally be required to notify the Employer of any absence.

8. Data protection

8.1 The Employer needs to provide relevant information about the Secondee to the Host in connection with the secondment. In addition, during the secondment:

(a) The Host will collect and process information relating to the Secondee in accordance with the Host's privacy notice which is annexed to this agreement.

(b) The Secondee will comply with the Host's data protection policy when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Host. The Secondee will also comply with the Host's IT and communications systems policy and social media policy.

(c) Failure to comply with any of the policies referred to in clause 8.1(b) may be dealt with as a disciplinary matter and referred to the Employer and, in serious cases, may result in the termination of the secondment or even the Secondee's employment.

3 Appendix B: Secondment agreement pro-forma

9. Confidentiality

9.1 The Secondee shall not:

(a) (except in the proper course of the Services, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use best endeavours to prevent the use or communication of) any Confidential Information relating to the Host that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Secondee's unauthorised disclosure; or

(b) make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host by the Secondee on the termination of this agreement or at the request of the Host at any time during the Secondment Period.

9.2 Nothing in this agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

9.3 The Employer shall:

(a) keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;

(b) not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;

(c) ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

(d) inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

3 Appendix B: Secondment agreement pro-forma

10. Intellectual property

10.1 The Parties acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such inventions and works embodying Intellectual Property Rights made wholly or partly by the Employee during the course of the Secondment shall automatically, on creation, vest in the Host. To the extent that they do not vest automatically, such rights will be held on trust for the Host.

The Employer and the Employee agree promptly to execute all documents and do all acts as may, in the Host's reasonable opinion, be necessary to give effect to this Clause 10.1.

11. Summary termination

11.1 The Employer may terminate the Secondment with immediate effect without notice:

(a) on the termination of the Employment Contract; or
(b) if the Host is guilty of any serious or (after warning) repeated breach of the terms of this agreement.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

11.2 The Host may terminate the Secondment with immediate effect without notice:

(a) on the termination of the Employment Contract; or
(b) if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this agreement.

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such rights.

12. Liability

12.1 During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

12.2 The Host acknowledges that the Employer is not responsible for the way in which the Secondee provides the Services and waives all and any claims that it may have against the Employer arising out of any act or omission of the Secondee in the course of carrying out the Services.

12.3 The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

(a) the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents; or

(b) a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee in the course of carrying out the Services.

3 Appendix B: Secondment agreement pro-forma

12.4 The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim that the Employer has failed to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee or make any deductions that it is required to make from the Secondee's salary and other payments).

13. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of
[NAME OF THE EMPLOYER]

.....

Date:

Signed for and on behalf of
[NAME OF THE HOST]

.....

Date:

Signed by
[NAME OF THE EMPLOYEE]

.....

Date:

Designed by the NWSSP Communications Team