

**APPENDIX 4 - SECONDMENT AGREEMENT**

This agreement records the agreement between x ("the Employer") and Lincolnshire County Council, “the host organisation", as to the terms and conditions of XXX ("the Employee") secondment. The Employee also agrees to the terms set out below.

The job title for the period of secondment is x in accordance with the attached job description.

The secondment is for a period commencing on XXX and terminating at a date yet to be agreed, which will not be later than XXX and is subject to continued project funding for the post due to x.

Or

The secondment is for a period commencing on XXX and ending on XXX unless otherwise terminated in accordance with this Agreement

The post is full time / part time working x hours per week.

The base during the period of secondment is

XXX

During the secondment the Employee will be supervised by x who will also direct working arrangements, i.e. agree annual leave and deal, in the first instance with any complaint or issue the Employee may have arising out of their work.

**The Employer's obligations**

The Employer shall second the Employee to the host organisation for the period commencing on XXX and ending on XXX or, if earlier, the date of termination of the secondment ("Secondment Period").

Save where inconsistent with the performance of this Agreement, the Employer and the Employee shall continue to perform their respective obligations under the agreement dated XXX between the Employee and the Employer ("the "Employment Contract") which shall remain in force.

**Terms and Conditions**

While seconded the Employee will remain an employee of the Employer at all times and will not be deemed to be an employee of the host organisation. The Employee will therefore continue to be paid by the Employer for the duration of their secondment.

This Agreement acts as a statement of changes to the Employee's written statement of particulars under Section 4 of the Employment Rights Act 1996 as to the Employee's place of work and job title for the duration of the secondment.

Membership of the pension scheme is not affected by this secondment and contributions will continue to be deducted from the Employee's salary in accordance with the normal rules of membership.

While on secondment, the Employee will be under a duty to work under the control and direction of the host organisation’s management, to abide by the host organisation’s procedures and to follow the reasonable instructions of management at all times.

Should any competency or disciplinary issues arise, these will be raised with the Employee by the host organisation initially and any such issues will be subject to the usual procedures of the Employer. For the avoidance of doubt, the Employee will continue to be bound by the Employer's policies and procedures relating to disciplinary and grievance matters and any such matter shall be referred by the Host Organisation to the Employer. The Host organisation will provide assistance to the Employer wherever possible in the completion of those procedures.

**Management of Performance**

All matters of grievance, capability, discipline and wellbeing raised by or in relation to the Employee shall be dealt with by the Employer in accordance with the Employer's Grievance, Disciplinary and Capability Policies. Any grievance raised by an employee of the Host Organisation against the Employee shall be dealt with under the Host Organisations policies and procedures.

The host organisation agrees to co-operate fully and promptly with the Employer to resolve grievances raised by the Employee. The Employer also agrees to co-operate fully and promptly with the Host Organisation when an employee of the Host Organisation raises a grievance against the Employee.

The host organisation undertakes to report to the Employer, at the earliest opportunity all matters which may require disciplinary action by the Employer and must co-operate fully and promptly in any subsequent action that may be necessary.

The Employer shall not be obliged to make available to the host organisation the services of the employee, or provide any cover arrangements during any period of incapacity due to illness or injury.

The host organisation shall keep the Employer informed of any significant matter that may arise relating to the secondment.

In the event of sickness, the Employee shall notify the designated contact at the host organisation and the Employer of their absence in accordance with the Employer's Absence Management\*\*\* Policy. In addition the Employee must also notify the Employer of their return to work date to ensure this is accurately recorded for payment purposes.

**Annual Leave and Public Holidays**

Annual leave entitlement will be as per the Employee's substantive contract with the Employer.

All annual leave during the secondment will be authorised by the host organisation in accordance with the Employer's Annual Leave Policy.

Whilst on secondment the public holidays recognised by the Employer will apply and the Employee's entitlement to paid public holidays will be as their contract of employment with the Employer. A record will be maintained by the host organisation of all annual leave taken. The Employer will be provided with this record upon conclusion of the secondment.

**Appraisal Arrangements**

Normal appraisal arrangements will apply during the period of the secondment. Appraisal of performance will be undertaken by the host organisation in full consultation with the Employer. The host organisation will inform the Employee's substantive manager of the date when the appraisal took place and the outcome.

In addition to any mandatory / statutory training, the Employee will be expected to undertake training and development activities either deemed by the host organisation or the Employer to be necessary for the discharge of their duties whilst on secondment or as identified in their personal development plan.

**Health and Safet**y

Both the host organisation and the Employer acknowledge their responsibilities in relation to the health and safety of employed and seconded staff. During the term of the secondment, the Employer’s duty of care will be the responsibility of the employer.

The host organisation shall fulfil all duties relating to health, safety and welfare at work imposed on an employer, whether by a relevant statutory provision within the Health and Safety at Work Act 1974 or otherwise, as if the host organisation were the substantive employer.

Under the Health and Safety at Work Act all staff are required to take reasonable care of the health and safety of themselves and others. Whilst on secondment the employee must familiarise themselves with the host organisation’s Health and Safety Policies and Procedures, they have a responsibility to co-operate with the host organisation’s management and others in meeting applicable statutory requirements.

Neither the host organisation nor the employer accepts any responsibility for damage to or loss of the employee's personal property whilst at work or elsewhere.

**Council Indemnity**

During the secondment the Employer takes direct responsibility for costs and damages arising from negligence where the Council is vicariously liable for the acts and omissions of its staff.

The Employer will take out and maintain in full force with reputable insurance company, adequate insurance for public liability and all other liabilities to cover any loss, injury or damage caused during the course of their duties.

The Employer shall indemnify the Council against any loss, injury or damage

* made by the Employee arising out of any act or omission of the Employer or its agents where the loss, injury or damage was sustained by the Employee in course of carrying out their duties as a secondee
* made by a third party arising out of any act or omission were the loss, injury or damage was caused by the Employee in the course of carrying out their duties as a secondee.

**Expenses**

Expense claims should be submitted on a claim form from the Employer on a monthly basis. All claims must be properly authorised by x prior to submission to the employer. Claims not authorised in this way will not be reimbursed.

**Charges to the Employer**

The host organisation will reimburse the Employer all payments made to the Employee in relation to salary and other contractual benefits as and when required (i.e. contractual/statutory sick pay, maternity, paternity) including employers liability, pension contributions and all associated expenses paid by the Employer on behalf of the host organisation.

The agreed charges shall be paid monthly by the host organisation upon receipt of an itemised invoice from the employer.

To facilitate this, the Employer will prepare a monthly invoice addressed to host organisation.

**Termination of the Agreement**

The agreement may be terminated early by any party giving to the other four weeks' notice in writing to that effect.

The host organisation and Employer shall be jointly and severably liable for any legal claims brought by the Employee arising out of the Secondment Period and/or its termination including (but not limited to) claims for breach of contract, redundancy, unfair dismissal or occupational benefits.

The host organisation will fully indemnify the Employer with respect to any such claims if the Employer is required to make any payment to the Employee in respect of any claims arising out of the Secondment Period or the termination of the secondment save where any such claim does not arise as result of the act, default or omission of the host organisation.  Such indemnity includes (but is not limited to) the money paid in satisfaction of the legal claim, interest and legal costs incurred.

The host organisation shall provide to the Employer any information and assistance as it may reasonably require to allow it to carry out its responsibilities as the substantive employer, whether these responsibilities arise under statute, contract or common law or the Employers policies and procedures.

**Return to work**

On the expiry of the Secondment Period, the Employee will return to the Employer. The Employer will, wherever practicable, return the Employee to their previous position with the Employer though reserve the right not to do so where it is not possible for whatever reason to do so. In the event that the Employee is not returned to their previous position, the Employer will endeavour to find alternative employment with the Employer which may or may not be of an equivalent salary level. Where salary is at a lower level, pay protection will not apply.

On the termination of this Agreement for whatever reason or at any time on request by the host organisation, the Employee shall return all working papers, documents, correspondence, lists, notes, memoranda, plans, drawings or other items made, used, compiled by or provided to the Employee during the secondment period which in any way concern the business, finances or affairs of the hot organisation or contain or refer to any Confidential Information of the host organisation (all of which, for the avoidance of doubt, shall at all times belong to the host organisation).

**General Obligations**

The Employee agrees that:

"Confidential Information" means:

* any information which for the time being the host organisation regards as confidential and which relates to the organisation, finances, processes, specifications, methods, designs, formulae, technology, business, products, affairs or finances of the host organisation
* any information in respect of which the host organisation is bound by an obligation of confidentiality owed to a third party
* any trade secrets (including, without limitation, technical data and know-how) relating to the business of the host organisation or any of its customers, clients, suppliers, agents or distributors; and
* any information relating to a child or adopter.

Which (in each case) has been acquired by the Employee in the course of their employment by the host organisation and is not for the time being in the public domain (or is in the public domain through unauthorised disclosure by the Employee)

The Employee will use their best endeavours to prevent the publication or disclosure of any Confidential Information and not at any time during or after their employment except in the proper performance of the Employees duties or as required by law:

* disclose or communicate any Confidential Information to any person, company, business entity or other organisation;
* use any Confidential Information for any purpose other than the legitimate purposes of the host organisation; or
* through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of any Confidential Information.

Nothing in this Agreement affects any right to make a protected disclosure under the Employment Rights Act 1996.

The Employee is required to comply with the host organisation and the employer policies on information technology security, use of email and internet access and information governance.

It is a condition of the secondment that the Employee will not engage in any conduct that is or might be detrimental to the interests of the host organisation or the Employer. The Employee will ensure that his/her work is carried out with reasonable care and skill.

The host organisation shall provide the Employer with such information and assistance as it may reasonably require to allow it to carry out its responsibilities as the substantive Employer, whether these responsibilities arise under statute, contract, or the employer's policies and procedures.

We hereby agree the secondment of the above named on the terms and conditions set out in the foregoing agreement. This Agreement has been entered into on x.

**Signature of the Employer**: …………………………………………………………………………………

Name: …………………………………………………………………………………………………..………

Position: ……………………………………………………………………………………………….………

Date: …………………………………………………………………………………………………………….

**Signature of the host organisation**………………………………………………………………………

Name: ……………………………………………………………………………………………………………

Position: ……………………………………………………………………………………………………….

Date: …………………………………………………………………………………………………………….

**Signature of the employee:**

Name: ………………………………………………………………………………………………………..…

Date: …………………………………………………………………………………………………………….

Updated February 2018