



Secondment Policy

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1. Aims and Objectives

- 1.1. At SECAmb, we recognise the value of secondments in creating a flexible and adaptable workforce, responsive to meeting the future challenges of the Trust and the local health economy. Secondments provide individuals the opportunity to widen their personal and career development through the enhancement of skills in a different environment or role. The opportunity enables increased awareness of other sectors and fosters better relationships between other organisations and with other departments in the Trust.
- 1.2. Secondments can provide individuals with a temporary opportunity to experience an alternative role, where there is a need to complete a specific task, assignment, project or to provide cover for a vacant post to the mutual benefit of all parties.

2. Scope

- 1.3. This policy applies to all colleagues who may be seconded internally, to the wider NHS or to an external organisation. In addition, there may be times when employees from other organisations are seconded to us.

3. Principles

- 3.1. Secondments are a temporary role (usually no longer than 24 months), where there is a need to complete a specific task, assignment/ project or where cover is required for maternity/ adoption/ parental leave, sickness absence, employment breaks or to provide cover for a vacant post to the mutual benefit of all parties.
- 3.2. The Trust will actively support development opportunities where it is reasonable and practicable to do so and where business needs will not be adversely affected, and may be refused on that basis.
- 3.3. Colleagues will be able to return to their original role at the end of the secondment. If this is no longer possible, due to service changes, the colleague will be supported under the [Trust's Organisational Change Policy](#).
- 3.4. Normal recruitment processes will apply should the secondment become a permanent or fixed term vacancy.
- 3.5. Where short-term cover for a post is required (up to a maximum of 12 weeks) a development opportunity may be offered, in priority order:
 - to a designated deputy (as defined in the deputy's job description)
 - from an agreed and confirmed talent pool, as defined in the Recruitment and Selection Policy

- via an expression of interest

Pay and conditions will be as per Section 5. If the requirement for cover is for longer than 12 weeks, the recruitment to a secondment or substantive role should be run as a parallel process.

4. Responsibilities

4.1. Manager

- Secondments will be advertised and appointed to in-line with the Trusts [Recruitment and Selection Policy](#). Where a secondment is anticipated to be more than 12 months, managers should consider if an alternative option, such as a Permanent or Fixed Term Contract may be more appropriate.
- Line Managers are encouraged to think broadly and creatively and be open to considering how to support colleagues wishing to take up a temporary post on a secondment. Where the decision is taken to not support a secondment request, feedback will be given to the colleague in writing.
- The seconding manager will liaise with their HR Business Partner for support and advice on all external secondments (see [appendix B](#)). Both seconding and host managers will agree arrangements at the outset of the secondment and prior to the secondees return to work and should maintain regular contact throughout the period.
- Colleagues will have the terms of their secondment confirmed in a secondment agreement. Both seconding and host managers should agree the secondment start date, which should be no more than individuals contractual notice period.
- The host manager will be responsible for the induction, training, wellbeing, supervision and performance reviews of the secondee.
- Colleagues on secondment will continue to part of the existing establishment and budget. Seconding managers should liaise with their Finance Business Partner to arrange the recharge of the salary and any expenses/costs agreed by the Host manager/ employer. For incoming secondments, the internal host manager should also liaise with their Finance Business Partner to agree re-charge arrangements with the outgoing employer.
- Where an extension to an internal secondment is agreed the host manager will be responsible for activating this through the vacancy request processes prior to the end of the initial secondment period.

External secondment extensions will be actioned via a Staff Changes Form.

4.2. Colleague

- Should you wish to apply for an external secondment, you should speak with your line manager as they need to support your application. All requests should be accompanied by a Secondment Request Form, [Appendix A](#).
- Any arrangements regarding, annual leave, time owing etc., must be agreed with the relevant managers prior to the start of any secondment. Should you require workplace adjustments, you should speak with the host manager.
- You should ensure that you maintain appropriate contact with both managers during your secondment.
- Should there be a requirement for you to maintain professional registration and/ or licence requirements or undertake statutory and mandatory training within your substantive job role whilst on secondment, you should speak with both managers to agree arrangements.
- Individuals who are currently enrolled in programmes of education such as an apprenticeship programme, preceptorship, or career development pathway (such as student PP or CCPs) should consider the impact that taking a secondment may have on their completion of this programme, and the education provider should be consulted at an early stage to ensure this impact is understood and any possible mitigations are incorporated into the secondment agreement.
- In cases of secondments outside of the NHS, you are encouraged to seek NHS Pensions advice from 278pensions@uhb.nhs.uk prior to the start of the secondment.

4.3. Human Resources

- Promote the policy and give general guidance and support to colleagues and manager.
- To support seconding and host managers with secondment agreements.

5 Internal Secondments

- 5.1. Colleagues will be paid as per the advertised post and in-line with the [Starting Salary and Pay Progression Policy](#). As this is voluntarily move, excess mileage and pay protection will not apply.

- 5.2. Any salary enhancements such as unsocial hour's payments will only be paid if applicable to the hours worked within the secondment arrangement, in line with the [Agenda for Change Terms and Conditions of Service](#). Colleagues who do not wish to voluntarily move from annex 5 to section 2 unsocial hours will continue to receive unsocial hours payments in accordance with annex 5, where applicable.
- 5.3. Secondees take on the full responsibilities of the new role, with no requirement to fulfil the day-to-day duties of their substantive role. However, it may be necessary for some colleagues to return to their substantive duties for agreed periods during the secondment in order to satisfy any requirement to maintain their professional registration or licence. In the event that professional registration/ licencing requirements are not maintained, the relevant Trust's policies and / or procedures will apply.
- 5.4. Lease car holders may retain your lease car until the end of the lease in force at the time. Should the lease expire during the secondment and the seconded post does not attract lease car user status, no further lease agreement will be permitted until return to the colleagues substantive post.

6 External Secondments

- 6.1. If a colleague has been successful at interview with an external body, the salary paid will as determined by the host organisation. Colleagues will remain on our payroll.
- 6.2. Time spent on a secondment with another employer within or outside the NHS will not affect continuity of employment for the purposes of service-related entitlements, such as annual leave, and statutory employment rights, such as redundancy payments.
- 6.3. Trust policies and procedures will continue to apply. However, the secondee must also have regard for the relevant policies and procedures of the host organisation which will apply during the secondment.

7 Ending a Secondment Early

- 7.1. A secondment may be ended by either the secondee or host manager before the agreed date with 4 weeks' notice in writing, outlining the reason for terminating the agreement.
- 7.2. In exceptional circumstances a shorter notice period of 1 week may be given by the host or seconding manager, as applicable (e.g. urgent service needs, serious performance issues). The seconding manager should discuss this with the secondee and raise this with the HR Business Partner in the first instance.

8 Extensions

- 8.1. If the secondment is extended this will be confirmed in writing outlining timeline for the extension and the expectation in terms of returning to previous or similar roles.
- 8.2. If the line manager is not able to agree the extension request, the colleague will be expected to return to their contractual role.

9 Secondments into SECAMB

- 9.1. For the same reasons outlined above, it is possible that employees from other organisations may join us for a short period of time. Such arrangements require an agreement of funding between the seconding organisation and SECAMB as hosts.

10 Appeal

- 10.1. If a secondment or extension is refused, colleagues may appeal against this decision to their line managers manager.

11 Monitoring Compliance

- 11.1 The HR SLT is responsible for monitoring compliance with this policy. Human Resources (HR) will monitor the application of the policy and procedure through feedback from staff and managers. Feedback, legislature and changes to terms and conditions will be used to inform and improve policies, as well as provide recommendations for improving working practices. HR will provide relevant reports, based on this data, as required.

12. Audit and Review (evaluating effectiveness)

- 12.1 All policies have their effectiveness audited by the HR SLT at regular intervals, and initially six months after a new policy is approved and disseminated.
- 12.2 Effectiveness will be reviewed using the tools set out in the Trust's Policy and Procedure for the Development and Management of Trust Policies and Procedures (also known as the Policy on Policies).
- 12.3 This document will be reviewed in its entirety every three years or sooner if new legislation, codes of practice or national standards are introduced, or if feedback from employees indicates that the policy is not working effectively.
- 12.4 All changes made to this policy will go through the governance route for development and approval as set out in the Policy on Policies.

13 Associated Trust Documentation

- [Recruitment and Selection Policy and Procedure](#)
- [Job Evaluation Policy](#)
- [Organisational Change Procedure](#)
- [Anti-Fraud and Bribery Policy](#)
- [Capability Policy](#)
- [Equality Diversity and Inclusion Policy](#)
- [Disciplinary Policy and Procedure](#)

14 References

- [NHS Terms and Conditions Handbook](#)

15 Financial Checkpoint

- 15.1. To ensure that any financial implications of changes in policy or procedure are considered in advance of document approval, document authors are required to seek approval from the Finance Team before submitting their document for final approval.
- 15.2. This document has been confirmed by Finance to have no unbudgeted financial implications.

16 Equality Analysis

- 16.1. The Trust believes in fairness and equality, and values diversity in its role as both a provider of services and as an employer. The Trust aims to provide accessible services that respect the needs of each individual and exclude no-one. It is committed to comply with the Human Rights Act and to meeting the Equality Act 2010, which identifies the following nine protected characteristics: Age, Disability, Race, Religion and Belief, Gender Reassignment, Sexual Orientation, Sex, Marriage and Civil Partnership and Pregnancy and Maternity.
- 16.2. Compliance with the Public Sector Equality Duty: If a contractor carries out functions of a public nature then for the duration of the contract, the contractor or supplier would itself be considered a public authority and have the duty to comply with the equalities duties when carrying out those functions.

Equality Impact Assessment

What piece of work does this relate to: Secondment Policy

Role: HR Policy & ER Manager

1. Is this a:

- Change to an existing strategy (long term plan of action), policy or procedure
- Change to a service or function (actions or activities)
- A new strategy or policy/procedure/business case/ ops bulletin etc.
- A new service or function
- Project which requires approval at Board or Working group

2. Who will be impacted by this work? Tick all that apply.

Patients <input type="checkbox"/>	Student/learners <input type="checkbox"/>	Volunteers <input type="checkbox"/>	External Partners (please specify below) <input type="checkbox"/> Click or tap here to enter text.
Carers <input type="checkbox"/>	Trade unions <input type="checkbox"/>		Other (including a particular geographical area, describe below) <input type="checkbox"/> Click or tap here to enter text.
Staff x <input type="checkbox"/>	Suppliers <input type="checkbox"/>		

3. Summarise the work being assessed. Describe current status followed by any changes that stakeholders would experience.

Secondment Policy provides individuals with a temporary opportunity to experience an alternative role, where there is a need to complete a specific task, assignment, project or to provide cover for a vacant post to the mutual benefit of all parties.

This policy applies to all colleagues who may be seconded internally, to the wider NHS or to an external organisation. In addition, there may be times when employees from other organisations are seconded to us.

Update includes Recognition of pay in alternative job role from start date in temporary post.

4. Checklist

All the Trust's policies, programmes, strategies, services and major developments affect patients, carers, service users, employees and the wider community. These will have a greater or lesser relevance to equality, diversity and inclusion.

The following questions will help you to identify how relevant your proposals are.

When considering these questions think about age, carers, disability, gender reassignment, race, religion or belief, sex, sexual orientation, pregnancy and maternity and any other relevant characteristics (for example socio-economic status, social class, income, unemployment, residential location or family background and education or skills levels).

Make notes to assist with the completion of the EIA.

Questions	Yes	No
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Is there potential for/ indication of or evidence that the proposed change will affect different population groups differently (including possibly discriminating against certain groups)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, please add information:</i>		
Have there been or are there likely to be any public concerns (including media, academic, voluntary or sector specific interest) about the change?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, please add information:</i>		
Could the proposal affect how our services, commissioning or procurement activities are organised, provided, located and by whom?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, please add information:</i>		
Could the proposal affect our workforce or employment practices?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please add information:</i> Recognition of pay in alternative job role from start date in temporary post.		
Is there potential for or evidence that the proposed change will not promote equality of opportunity or promote good relations between different groups?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, please add information:</i>		

5. Equality Impact Assessment

5.1. Key stakeholders

A key principle for completing Equality impact assessment is that they should not be done in isolation. Consultation with affected groups and stakeholders needs to be built in from the start, to enrich the assessment and develop relevant mitigation. Detail here who you have involved with completing this EIA.

Name / Group	Organisation	Role on assessment team e.g., service user, manager of service, specialist (which area)
Union JPF	SECAMB	Unions
Nicky Burgess	SECAMB	Specialist - Recruitment
Andy Rowe	SECAMB	Manager - Operations
Sarah Holmes	SECAMB	Specialist – HR
Jo Crerar	SECAMB	Manager - Operations
Tim Widdowson	SECAMB	Specialist – HR
Karen Lavender	SECAMB	Policy Manager
Charlotte Barry	SECAMB	Policy Advisor

5.2. Who may be positively or negatively affected by this activity?

Protected characteristics (Equality Act 2010)	In addition, consider the following vulnerable groups:	
Age <input checked="" type="checkbox"/>	Armed forces <input type="checkbox"/>	Socioeconomic disadvantage <input type="checkbox"/>
Disability <input checked="" type="checkbox"/>	Carers <input type="checkbox"/>	People with addiction or substance misuse problems <input type="checkbox"/>

Race <input checked="" type="checkbox"/>	Digital exclusion <input type="checkbox"/>	People on probation <input type="checkbox"/>
Gender reassignment <input checked="" type="checkbox"/>	Domestic abuse <input type="checkbox"/>	Prison population <input type="checkbox"/>
Marriage & civil partnership <input checked="" type="checkbox"/>	Education (literacy) areas <input type="checkbox"/>	Undocumented migrant, refugees, asylum seekers <input type="checkbox"/>
Pregnancy & maternity <input checked="" type="checkbox"/>	Homeless <input type="checkbox"/>	Sex workers <input type="checkbox"/>
Religion & beliefs (including no belief) <input checked="" type="checkbox"/>	Looked after children <input type="checkbox"/>	Other (please specify below) <input type="checkbox"/>
Sex (male or female) <input checked="" type="checkbox"/>	Rural areas <input type="checkbox"/>	
Sexual orientation <input checked="" type="checkbox"/>	Urban areas <input type="checkbox"/>	

5.3. **Assessment outcomes** – discussion undertaken between [Click or tap to enter a date.](#) and [Click or tap to enter a date.](#)

Protected equality characteristic	Describe here the considerations and concerns in relation to the programme/policy for the selected groups. These may be positive, negative or neutral if there is no impact.	If you have identified any negative impacts, describe here suggested mitigations to inform the actions needed to reduce inequalities.
Age	neutral	
Disability	neutral	
Race ¹	neutral	
Gender reassignment	neutral	
Marriage & civil partnership	neutral	
Pregnancy & maternity	neutral	
Religion & beliefs	neutral	
Sex	neutral	
Sexual orientation	neutral	

¹ An ethnic group or ethnicity is a named social category of people who identify with each other on the basis of shared attributes that distinguish them from other groups such as a common set of traditions, ancestry, language, history, society, culture, nation, religion, or social treatment within their residing area. A useful guide to terminology can be found here: <https://www.lawsociety.org.uk/topics/ethnic-minority-lawyers/a-guide-to-race-and-ethnicity-terminology-and-language>

Vulnerable groups/existing inequity	Describe here the considerations and concerns in relation to the programme/policy for the selected groups. These may be positive, negative or neutral if there is no impact.	If you have identified any negative impacts, describe here suggested mitigations to inform the actions needed to reduce inequalities.
Armed forces	neutral	
Carers	neutral	
Digital exclusion ²	neutral	
Domestic abuse	neutral	
Education (literacy)	neutral	
Homeless	neutral	
Looked after children	neutral	
Rural/urban geographies	neutral	
Socioeconomic disadvantage	neutral	
People with addiction or substance misuse problems	neutral	
People on probation	neutral	
Prison population	neutral	
Undocumented migrants, refugees, asylum seekers	neutral	
Sex workers	neutral	

² Digital Exclusion can be linked to the following key root causes:

- Connectivity access to the internet – can include financial barriers as well as suitable broadband speeds/connectivity
- Digital Skills the ability to use digital tools such as email, online shopping, digital healthcare - also includes having confidence in online safety, and how to utilise particular services or apps
- Technology and Accessibility access to appropriate devices to suit their individual needs – includes access to devices suitable for use with a certain disability as well as financial and location barriers
- Not wanting to use digital platforms simply not wishing to utilise digital services – this could be due to distrust of providers, online security, privacy etc.

Vulnerable groups/existing inequity	Describe here the considerations and concerns in relation to the programme/policy for the selected groups. These may be positive, negative or neutral if there is no impact.	If you have identified any negative impacts, describe here suggested mitigations to inform the actions needed to reduce inequalities.
Other	neutral	

5.4 Impact on Human Rights

If a provision or feature of your policy or service potentially unlawfully interferes with a human right then it is negative . If something protects or promote a human right, then it is positive. Human rights and freedoms belong to everyone. They give the legal basis to basic values of fairness, respect, equality, dignity and autonomy. They provide a set of minimum legal standards for all public bodies, including the NHS. They protect an individual's rights whilst considering the rights of other people and wider society.

Human Rights	Describe here the considerations and concerns in relation to the programme/policy for the selected groups. These may be positive, negative or neutral if there is no impact.	If you have identified any negative impacts, describe here suggested mitigations to inform the actions needed to reduce inequalities.
A2. Right to life (e.g. Pain relief, DNAR, competency, suicide prevention)	neutral	
A3. Prohibition of torture, inhuman or degrading treatment (e.g., Service Users unable to consent)	neutral	
A4. Prohibition of slavery and forced labour (e.g., Safeguarding vulnerable patients' policies)	neutral	
A5. Right to liberty and security (e.g., Deprivation of liberty protocols, security policy)	neutral	
A6&7. Rights to a fair trial; and no punishment without law (e.g., MHA Tribunals)	neutral	
A8. Right to respect for private and family life, home and correspondence (e.g., Confidentiality, access to family etc)	neutral	

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Human Rights	Describe here the considerations and concerns in relation to the programme/policy for the selected groups. These may be positive, negative or neutral if there is no impact.	If you have identified any negative impacts, describe here suggested mitigations to inform the actions needed to reduce inequalities.
A9. Freedom of thought, conscience and religion (e.g., Animal-derived medicines/sacred space)	neutral	
A10. Freedom of expression (e.g., Patient information or whistle-blowing policies)	neutral	
A11. Freedom of assembly and association (e.g., Trade union recognition)	neutral	
A12. Right to marry and found a family (e.g., fertility, pregnancy)	neutral	
P1.A1. Protection of property (e.g., Service User property and belongings)	neutral	
P1.A2. Right to education (e.g., accessible information)	neutral	
P1.A3. Right to free elections (e.g., Foundation Trust governors)	neutral	

6. Action plan and monitoring arrangements

ACTIONS & DECISIONS TRACKER					
What is being assessed:					
What management group will have oversight of these actions (this should be the group which has oversight of the change):					
Item	Initiation Date	Action/Item	Person Actioning	Target Completion Date	Update/Notes
1					
2					
3					

4					
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The above actions should be added to the action log for the named management group.

7. Version Control

Version Number	Purpose/Change	Author	Date
V3	Review and update of current policy	Karen Lavender	29/11/23

The above provides historical data about each update made to the EIA.

Please include the name of the author, date and notes about changes made – so that you are able to refer back to what changes have been made throughout this iterative process.

Please submit a completed version on the EIA section of Marval. The approval note from Marval can be used as evidence as approval. Once approved please send to polsandprocs@secamb.nhs.uk

Appendix A Secondment Request Form

Secondment Request Form	
Name:	
Current post details	
Job title:	Pay Band:
Directorate:	Place of work:
Secondment details	
Job title:	Pay Band:
Start Date:	End Date:
Duration:	
External Secondment	
Name and contact details of host organisation	Name of Organisation: Address: Contact Name: Contact Telephone Number:
Is the job description and person specification attached?	Yes No
How do you feel this secondment will contribute to your personal and professional development? (please continue on a separate sheet if necessary)	
What benefits or value will this produce for the Trust during and after the secondment? (please continue on a separate sheet if necessary)	
I am aware of the implications this request will have on my terms and conditions of employment and understand my obligations and responsibilities under the Secondment Policy including: <ul style="list-style-type: none"> • undertaking statutory and mandatory training 	

<ul style="list-style-type: none"> maintaining professional registration and/ or licence requirements, (where applicable) advising the education provider, if currently enrolled in a programme of education, and the impact my secondment may have on my programme of learning 	
Signed:	Date:

(a) I have considered your request for a secondment and I am pleased to confirm that I am able to accept your application.

Your secondment will commence from: _____ until: _____

Manager's name: Manager's signature:	Date:
---	-------

Authorising Manager name: Authorising Manager signature:	Date:
---	-------

(b)
I am sorry but I am unable to accommodate your secondment request for the following reason:

Please identify reason

Please identify reason	
------------------------	--

Manager's name: Manager's signature:	Date:
---	-------

Authorising Manager's name: Authorising Manager's signature:	Date:
---	-------

Appendix B Secondment Agreement



SECONDMENT AGREEMENT

BETWEEN

THE EMPLOYER:

SOUTH EAST COAST AMBULANCE SERVICE NHS FOUNDATION TRUST

AND

THE EMPLOYEE:

XXXXXXXXXX

AND

THE HOST ORGANISATION:

XXXXXXXXXXXXXXXXXX

THIS AGREEMENT is made on **xxxxxxxxxxxx**

BETWEEN :-

- (1) **South East Coast Ambulance Service NHS Foundation Trust, Nexus House, Gatwick Road, Crawley, West Sussex. RH10 9BG** (“the Employer”)
- (2) **xxxxxxxxxxxx** (“the Employee”)
- (3) **(name and address xxxxxxxxxxxx)** (“the Host Organisation”)

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 Host Organisation for half of a whole time equivalent (“the Secondment”).
- (C) The parties to this Agreement agree that the sole purpose of the Secondment is to provide the **xxxxxxxxxxxxxxxx** (“**the Role**”) on behalf of the Host Organisation.

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 (**date xxxxxx**);

“Confidential Information” means any information or trade secret, in whatever form, disclosed, made available by, or otherwise emanating from the Host Organisation in connection with this Agreement (including the terms of this Agreement) and/or the duties carried out by the Employee during the Secondment, which in each case the Host Organisation reasonably considers to be confidential;

“Contract of Employment” means the contract between the Employee and the Employer;

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

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

(b) in the event of the Employee ceasing to be employed by the Employer for whatever reason prior to the date specified in (a), then that date.

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.

2. SECONDMENT

2.1 The Employer shall second the Employee to the Host Organisation for the Secondment Period. During the Secondment Period the Employee shall undertake those duties required by the Host Organisation in order to fulfil the requirements of the Role whilst continuing to be employed by the Employer under the Contract of Employment, which shall remain in force.

2.2 A job description has been agreed and provided to the Employee (Schedule 1). The detail of the Job Description may be reviewed and amended from time-to-time. The Employee specifically agrees to the conditions listed in the 'Responsibilities' section of the Job Description, including the achievement of the necessary qualifications and skills.

2.3 During the Secondment Period, the Employee will report directly to the **xxxxxxxxxxxxx("job title")** of the Host Organisation who will agree and monitor the Employee's performance in accordance with the Employer's Policies and in conjunction with the Employer. The (**job title xxxxxx**) will also ensure that all requirements for the support of the Employee, including regular one-to-one meetings; appraisals; personal support as required; job-related training requirements; and the employers statutory/mandatory requirements are fully met on a timely basis.

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

2.5 At the end of the Secondment Period the Employee will return to work for the Employer.

3. EMPLOYEE OBLIGATIONS DURING SECONDMENT PERIOD

3.1 The Employee shall devote the whole of their seconded time (as stipulated by the Contract of Employment and/or as reasonably directed by the Host Organisation), attention and skill to their duties for the Host 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 Host Organisation. The Employee shall obey all reasonable and lawful directions given to them by or under such authority and shall use their best

endeavours to promote the interests of the Host Organisation.

- 3.2 The Employee will be under a duty to abide by the policies of the Host Organisation and procedures, including Health & Safety policies and practices.
- 3.3 If instances occur that could lead to implementation of formal procedures under the Capability, Disciplinary, Sickness Absence Management, Appraisal or other such relevant policies, the **(job title xxxxx)** of the Host Organisation will notify the employer prior to any investigations or actions being taken by the Host Organisation.

4. PAYMENTS

- 4.1 During the Secondment Period, in relation to the Role, the Employee will receive through the Employer's payroll a monthly pro-rata gross salary sum and any benefits as per their contract of employment equivalent to the sums specified in 4.4. of this agreement.
- 4.2 The Employer will automatically process the Employee's salary in line with the national/local agreement as appropriate.
- 4.3 The Host Organisation will reimburse directly to the Employee all expenses properly incurred in the performance of their duties during the Secondment Period in line with their expenses policy.
- 4.4 The Host Organisation agrees to reimburse the Employer upon receipt of an invoice, to be submitted by the Employer to the Host Organisation on a monthly basis, for a sum equivalent to the following:
 - 4.4.1 xxxxxxxxxxxx
 - 4.4.2 xxxxxxxxxxxx
 - 4.4.3 xxxxxxxxxxxx
 - 4.4.4 xxxxxxxxxxxx

5. APPRAISAL

- 5.1 The Employee will actively participate with the Host Organisation's supervision and appraisal policies during the course of the secondment. The Host Organisation will notify the Employer's contract lead of appraisal dates and produce any documentation relating to supervision/appraisals to the Employer as is reasonably necessary. The Employee's appraisal will be undertaken by both the Host Organisation and the Employer.

6. HOURS OF WORK/LOCATION OF WORK

- 6.1 The Employee's normal weekly working hours are **xxx** per week, as set out in the Contract of Employment. Averaged across the duration of the Secondment Period **xxx** hours per week are to be spent by the Employee fulfilling the duties of the Role. The times and dates worked by the Employee are to be mutually agreed in advance by the parties to this agreement. The Employee's normal place of work will be located at the Host Organisation's premises at **(address xxxxxxxxxxx)**, while undertaking the Role for the duration of the Secondment Period.

7. HOLIDAYS

- 7.1 The Employee's holiday entitlement during the Secondment Period relating to the Role shall be calculated pro-rata in accordance with their entitlement under the Contract of Employment. For the avoidance of doubt, the Host Organisation will be responsible for paying the Employee's holiday pay during the Secondment Period.
- 7.2 The Employee's holidays relating to the Role are to be taken at such times as are convenient to the Host Organisation and with the prior authorisation of the Host Organisation and the Employer.

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. For the avoidance of doubt, the Host Organisation will be responsible for paying the Employee's sick pay relating to the Role during the Secondment Period.
- 8.2 The Employee must notify any absence due to sickness to the **job title xxxxxx** at the Host Organisation who will then notify the Employer.

9. EARLY TERMINATION

- 9.1 Notwithstanding any other provision of this Agreement or the Employee's 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 Host Organisation will provide such assistance in this regard as is reasonably requested by the Employer. Early termination of this Agreement may occur in accordance with clause 9.2 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 Host Organisation to dismiss the Employee for gross misconduct or gross negligence if he were employed by the Host Organisation on the same terms and conditions as are applicable to his Contract of Employment with the Employer; or
 - 9.1.2 the Employee conducts themselves in a manner prejudicial to the business of the Host Organisation (whether or not in connection with the Secondment); or
 - 9.1.3 the Employee is unable to perform their duties by reason of ill health capability for a continuous period of 30 consecutive days; 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);
 - 9.1.5 the Employee fails to sign and return to the Employer a copy of this Secondment Agreement before the commencement of the Secondment; or
 - 9.1.6 the Employee's employment with the Employer shall have been terminated, by voluntary resignation.

- 9.2 This Agreement may be terminated for one of the reasons set out in clause 9.1 above:
- 9.2.1 at any time by the written agreement of the Employee and the Employer;
or
 - 9.2.2 by the Employer giving to the other parties notice in writing; or
 - 9.2.3 by the Host Organisation giving to the other parties notice in writing.
- 9.3 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 of the Host 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 work carried out under the Secondment while providing services to the Host Organisation (including all intellectual property rights in respect of the same) will be the Host 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 Host Organisation all such documents and work.

12. PROPERTY RIGHTS

- 12.1 In consideration of the Host Organisation entering into this Agreement the Employer and the Employee each hereby assigns to the Host Organisation all intellectual property rights arising out of or in connection with the Secondment, including:
- 12.2 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 Host Organisation and which belong to the Host Organisation; and
- 12.3 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 Host 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 Host 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 Host 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 Host Organisation's professional advisers as is necessary for the purpose of allowing the Employee to adequately perform the duties under the Secondment..
- 13.3 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this clause 13 shall remain in force from the date of signature hereof for as long as, in respect of Confidential Information, such information remains confidential.
- 13.4 Clauses 13.2.1 and 13.2.2 shall not apply in the event that the Confidential Information becomes public through no fault of the Employee or Employer.
- 13.5 Without prejudice to clause 13.2 and subject to consultation with and the prior approval of the relevant personnel within the Host 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.
- 13.6 Without prejudice to clause 13.2, each of the parties shall, at their own expense, ensure that they comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, to the extent applicable (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) the Data Protection Act 2018 and any successor UK legislation; and (iii) the General Data Protection Regulation ((EU) 2016/679) including by virtue of the European Union (Withdrawal) Act 2018 as modified by applicable domestic law from time to time.

14. NOTICES

- 14.1 Notices by any party must be in writing and delivered personally or sent or transmitted by courier, cable, telex, facsimile, e-mail 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, e-mail 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. TRAINING AND MAINTAINING CLINICAL COMPETENCE

- 15.1 The Host Organisation will allow the Employee to attend all statutory and mandatory training required by the Employer and release the Employee from the Secondment to attend such training if required.
- 15.2 The Host Organisation recognises that the Employee is a **xxxxxx** and is required by their regulatory body to remain clinically competent. The Host Organisation will release the Employee from the secondment to undertake a clinical shift with the Employer every **xxxxx** weeks and will facilitate the Employee's attendance at any training events relating to new competencies which the Employee may be required to acquire during the Secondment Period.

16. ASSIGNMENT

- 16.1 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

17. HEALTH AND SAFETY

- 17.1 The Host Organisation has an obligation under the Health and Safety at Work Act 1974 to provide safe and health working conditions and methods. It is a condition of the secondment that the secondee must co-operate with the management of the host Trust in discharging its responsibilities under the Act and to take reasonable care for the safety of themselves and others.
- 17.2 The Host Organisation shall fulfil all duties relating to the health, safety and welfare of the Employee as if it was their employer and shall comply with the Employer's reasonable requests in connection with its duties in relation to the Employee.

18. LIABILITY

- 18.1 The Host Organisation 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:
- 18.1.1 the Employee in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents during the Secondment Period while fulfilling the Role; or
 - 18.1.2 a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the during the Secondment Period while fulfilling the Role.
- 18.2 The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any claim or demand by the Employee arising out of their employment by the Employer or its termination during the Secondment Period that relate to the Role (except for any claim that the Employer has failed to pay the Employee's salary and any allowances, provide any benefits due to the Employee or their dependants, make any payments to third parties in relation to the Employee or make any deductions that it is required to make from the Employee's salary and other payments).

19. ENTIRE AGREEMENT

- 19.1 This agreement together with any documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 19.3 The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.
- 19.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

19.5 Nothing in this agreement shall limit or exclude any liability for fraud.

20. VARIATION

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

21. COUNTERPARTS

21.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22. GOVERNING LAW

22.1 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.

23. JURISDICTION

23.1 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).

Signatures:

For and on behalf of

South East Coast Ambulance NHS Foundation Trust

Date.....XXXXXXXXXXXXXXXX.....

.....

For and on behalf of

Secundee xxxxxxxxxxxxxxx

Secondment Policy

Date.....

.....

For and on behalf of

Host Employer xxxxxxxxxxxx

Date xxxxxxxxxxxx