

# Secondment Policy

This policy gives guidance to managers and employees regarding the process to follow where they are seconding an employee either into or out of their department.

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### Policy On A Page

This is a policy for managing staff secondments both internally and externally. The Trust values secondments as a tool for career and organisational development, aligning with its talent development strategy.

The policy ensures secondments are:

- **Equitable, fair, safe, and effective**
- **Transparent and accountable**
- **Carried out in a way supportive of leadership behaviours**, especially through constructive feedback.

Appointments should be made fairly, giving competent staff equal access to opportunities.

This policy outlines the processes for managing various types of secondments at LPT, including:

- **Advertising and selection**
- **Safety checks for selected staff**
- **Financial arrangements**
- **Managing the end of secondment periods**

Key points:

- Applies to **all LPT employees**, except **bank workers**
- **Temporary staff** are not guaranteed a role after secondment if it exceeds their fixed-term contract.
- Does **not apply to secondments to training**

## 1.Introduction and Purpose

A **secondment** is a temporary assignment where an employee moves to a different role, department, or organisation for a set period of time, while still remaining employed by their original employer.

### Key features of a secondment:

- **Temporary:** It has a defined start and end date.
- **Developmental:** Often used to help staff gain new skills, experience, or exposure to different areas of work.
- **Internal or External:** Can be within the same organisation or to a partner organisation.
- **Return to original role:** Usually, the employee returns to their original job or a similar role after the secondment ends.

## 2.Policy Requirements and Objectives

This policy details the processes to be followed in the 4 likely scenarios that relate to different types of secondments. It is designed to give clarity to what needs to be done in each scenario so that secondments are enacted in robust, fair and effective ways.

There are 4 different secondment arrangements covered by this policy:

<b>A) External secondment (out)</b> Secondment from LPT to Third party organisation so you are the manager arranging to second the employee out	<b>B) External secondment (in)</b> Secondment from Third party organisation to LPT so you are the manager hosting the seconded employee
<b>C) Internal Secondment from Department A to B within LPT.</b> You are the manager of Department A so you are the manager arranging to second the employee out	<b>D) Internal Secondment from Department A to B within LPT.</b> You are the manager of Department B hosting the seconded employee

## 3.Details relevant to all secondment situations.

This policy does not apply to secondments to training.

It is anticipated that a particular secondment will normally not exceed 2 years in total. If funding available has an end date beyond this period, then this can be considered as an exemption.

## 4. Process

The following tables explain the process and responsibilities for the manager for each arrangement.

Secondment scenario:	A) External secondment (out) - secondment from LPT to Third party organisation - tick off as complete. In this scenario you are the Seconding Manager
Manager Responsibilities	<ul style="list-style-type: none"> <li>○ Give consideration and, whenever possible, support a request for a secondment, particularly where it will benefit both individual and organisation.</li> <li>○ Provide a written explanation detailing the reasons why they cannot authorise a move (if applicable). If an employee is dissatisfied with the reason for refusal, they may raise the issue with their manager's direct line manager for a final review.</li> <li>○ To ensure that a written agreement (see appendix below) is in place and signed by all three parties (Seconding Manager, Host Manager and the Seconded) prior to the secondment commencing. LPT managers signing an agreement must be authorised signatories for financial sign off.</li> <li>○ Agreeing the arrangements for the Seconded to contact them regularly to keep updated about the Trust, their Directorate or their department.</li> <li>○ Liaise with the Host Manager and seconded to administrate any incremental progression that becomes due during the secondment period as long as the seconded meets the requirements to earn the pay increase in line with organisational Procedure. This would include evidence of a satisfactory performance appraisal by the host organisation.</li> <li>○ Liaise with the Host Manager and Seconded in a timely manner regarding the end date of the secondment, e.g. in the event of extension or premature termination.</li> <li>○ Maintain regular contact with the Seconded and the Host Manager and notify the employee of any organisational change that would affect the employee's substantive post. Ensure they are appropriately considered in any management of change relating to their substantive post.</li> <li>○ Amending any system access that the employee should no longer hold during their secondment and re-enabling this at the end of the secondment. Please note NHSE rules on nhs.net email accounts becoming inactive after 30 days and deletion after 60 days and make sure the employee is aware of this so they can log in if they will not be using their email regularly during the secondment.</li> </ul>
Finance responsibilities for manager to discharge	<ul style="list-style-type: none"> <li>○ Ensuring financial arrangements have been agreed between the Seconding Manager and Host Manager to cover items such as how salary will be paid/recharged, how expenses will be administered etc.</li> <li>○ The Seconding Manager and Host Manager must agree the financial arrangements prior to the commencement of the secondment.</li> <li>○ This will result in LPT continuing to pay the salary and any expenses due to the Seconded during the period of the secondment and liaising with the finance department to recharge all these costs to the host department, Directorate or organisation. <b>NB that secondments outside of the NHS will be liable to VAT.</b></li> <li>○ You must arrange how the host employer or department will reimburse the substantive employer or department the full salary and employers costs including tax, National Insurance and Pensions Contributions.</li> </ul>
Health and Safety responsibilities	<ul style="list-style-type: none"> <li>○ The host employer will be responsible for the Employer's Liability Insurance and have a duty of care and legal duties under the relevant Health and Safety legislation for the seconded.</li> </ul>

<b>Employment conditions</b>	<ul style="list-style-type: none"> <li>○ Seconded employees will maintain their terms and conditions of employment whilst on secondment.</li> <li>○ However, where the secondment is to a post of a different grade or hours, the hours and grade of that post will apply. All other conditions of employment such as sick leave and annual leave will remain the same as the original substantive post.</li> <li>○ Under no circumstances will hours or pay protection apply to an employee deciding to accept a secondment at lower band or hours, unless the secondment is being considered as a suitable alternative to redundancy.</li> <li>○ Any pay enhancements that would normally apply to the individual's substantive post will not continue during the period of secondment. However, any pay enhancements earned in the seconded post will be paid in accordance with the entitlements of that post.</li> <li>○ Pay increments will continue to be applied in line with the NHS terms and conditions Including requirements around satisfactory performance appraisal and maintaining professional registration.</li> <li>○ Upon completion of the secondment, when the secondee returns to their substantive or equivalent post in their original area of work their salary and hours of work will return to that of the substantive/equivalent post.</li> </ul>
<b>Policies the secondment will be conducted under</b>	<ul style="list-style-type: none"> <li>○ The Seconded employee will be subject to the operational policies and procedures from the host organisation apart from their core terms and conditions, i.e. sickness absence, annual leave, disciplinary, grievance and capability policies and procedures. Where operational policies and procedures are not in existence the employee will revert to the substantive policies and procedures of LPT.</li> <li>○ Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure with input from the substantive employer as required.</li> </ul>
<b>How the secondment should be arranged</b>	<ul style="list-style-type: none"> <li>○ The third party organisation will be responsible for advertising and appointing to the opportunity in line with their selection processes.</li> </ul>
<b>HR responsibilities around recruitment checks</b>	<ul style="list-style-type: none"> <li>○ Provide information to third party employer to confirm satisfactory recruitment checks in place and conduct any remedial checks that may be required.</li> </ul>
<b>What should happen at the end of the secondment</b>	<ul style="list-style-type: none"> <li>○ Seconding Manager to meet with the employee at least 8 weeks before the termination of the secondment to discuss their return to their substantive post or comparable post. Confirm this in writing at least 4 weeks before the termination date of the secondment.</li> <li>○ Seconding Manager to debrief the employee upon their return to the department and provide refresher training and local induction as appropriate.</li> <li>○ It must be made clear to the Secondees by the Seconding Manager that they have the right to return to their substantive post at the end of the secondment- unless through unforeseen circumstances the post has changed significantly or no longer exists, in which case the secondees should be consulted with in line with the Management of Change Procedure; or the Secondees is on a fixed term contract which would expire before the end of the secondment; or the employee has waived their right to return to their substantive role in which case they will return to a comparable post.</li> <li>○ Re-enable any required system access.</li> </ul>

<b>Secondment scenario:</b>	<b>B) External secondment (in) - secondment from Third party organisation to LPT - tick off as complete. In this situation you are the Host Manager.</b>
<b>Manager Responsibilities</b>	<ul style="list-style-type: none"> <li>○ To ensure that a written agreement (see appendix below) is in place and signed by all three parties (Seconding Manager, Host Manager and the Seconded) prior to the secondment commencing. LPT managers signing an agreement must be authorised signatories for financial sign off.</li> <li>○ In a timely manner, liaising with the Seconding Manager and Seconded regarding the end date of the secondment, e.g. in the event of extension or premature termination.</li> <li>○ Provide local induction into team seconded to.</li> <li>○ Organising appropriate system access and close down for the duration of the secondment. A smart card will not automatically be produced as part of a secondment arrangement, so if a new one is required this will need to be discussed with HR Recruitment team.</li> </ul>
<b>Finance responsibilities for manager to discharge</b>	<ul style="list-style-type: none"> <li>○ Secure financial approval for the secondment following financial approval process in place</li> <li>○ Ensuring financial arrangements have been agreed between the seconding organisation and LPT to cover items such as how salary will be paid/recharged, how expenses will be administered etc. The Host Manager and Seconding Manager must agree the financial arrangements prior to the commencement of the secondment. <b>NB that secondments in from staff from outside of the NHS will be liable to VAT.</b></li> </ul>
<b>Health and Safety responsibilities</b>	<ul style="list-style-type: none"> <li>○ LPT will be responsible for the Employer's Liability Insurance and have a duty of care and legal duties under the relevant Health and Safety legislation for the secondeed.</li> </ul>
<b>Secondeed Responsibilities</b>	<ul style="list-style-type: none"> <li>○ Where operational policies and procedures are not in existence the employee will be treated under policies and procedures of LPT.</li> </ul>
<b>Policies the secondment will be conducted under</b>	<ul style="list-style-type: none"> <li>○ The secondeed employee will be subject to the operational policies and procedures from their original organisation for their core terms and conditions, i.e. sickness absence, annual leave, disciplinary, grievance and capability policies and procedures.</li> <li>○ Additionally, the secondeed will need to comply with any operational policies of LPT relating to their job role whilst secondeed.</li> </ul>
<b>How the secondment should be arranged</b>	<ul style="list-style-type: none"> <li>○ The LPT manager will be responsible for advertising and appointing to the opportunity in line with their recruitment and selection processes and will adhere strictly to the principles of non-discrimination and reasonable adjustment as mandated by the Equality Act 2010 and represented in this policy.</li> </ul>
<b>HR responsibilities around recruitment checks</b>	<ul style="list-style-type: none"> <li>○ Confirm with third party employer that satisfactory recruitment checks in place and gain assurance that any remedial checks that may be required are completed.</li> <li>○ Produce secondment agreement.</li> <li>○ NB for secondments in from Northamptonshire Healthcare Foundation Trust as part of the group model, the NHFT secondment agreement will be used for secondments both in and out of LPT to NHFT.</li> </ul>

**What should happen at the end of the secondment**

- Host Manager to ensure that the manager of the organisation seconding the secondee is contacted at least 8 weeks before the termination of the secondment to allow for a smooth transition for the secondee back to their original employer.
- Close down any system access that is no longer required

<b>Secondment scenario:</b>	<b>C) Internal Secondment from Department A to B within LPT, and you are the manager of Department A so you are the Seconding Manager arranging to second the employee out - tick off as complete</b>
<b>Manager Responsibilities</b>	<ul style="list-style-type: none"> <li>○ Give consideration and, whenever possible, support a request for a secondment, particularly where it will benefit both individual and organisation.</li> <li>○ Provide a written explanation detailing the reasons why they cannot authorise a move (if applicable). If an employee is dissatisfied with the reason for refusal, they may raise the issue with their manager's direct line manager for a final review.</li> <li>○ Amending any system access that the employee should no longer hold during their secondment and re-enabling this at the end of the secondment. Please note NHSE rules on nhs.net email accounts becoming inactive after 30 days and deletion after 60 days and make sure the employee is aware of this so they can log in if they will not be using their email regularly during the secondment.</li> </ul>
<b>Finance responsibilities for manager to discharge</b>	<ul style="list-style-type: none"> <li>○ Ensure that Department B complete H2 form to move the secondee on to their cost centre/budget.</li> </ul>
<b>Health and Safety responsibilities</b>	<ul style="list-style-type: none"> <li>○ Transfer to Department B.</li> <li>○ Make sure that you have informed the Host Manager of any adjustments that are in place and shared the relevant safe systems of work and risk assessments with the seconded to support the employee being seconded.</li> </ul>
<b>Policies the secondment will be conducted under</b>	<ul style="list-style-type: none"> <li>○ LPT policies.</li> </ul>
<b>How the secondment should be arranged</b>	<ul style="list-style-type: none"> <li>○ n/a – done by Department B.</li> </ul>
<b>HR responsibilities around recruitment checks</b>	<ul style="list-style-type: none"> <li>○ Ensure that the checks in place for Department A are also appropriate for Department B and put in place any remedial checks to get them to the correct standard.</li> </ul>



**What should happen  
at the end of the  
secondment**

- Seconding Manager to meet with the employee at least 8 weeks before the termination of the secondment to discuss their return to their substantive post or comparable post. Confirm this in writing at least 4 weeks before the termination date of the secondment.
- Seconding Manager to debrief the employee upon their return to the department and provide refresher training and local induction as appropriate.
- It must be made clear to the secondee that they have the right to return to their substantive post at the end of the secondment. The only exceptions to this are if through unforeseen circumstances the post has changed significantly or no longer exists, in which case the secondee should be consulted with in line with the Management of Change Policy; or the Secondees is seconded from a fixed term contract which would expire before the end of the secondment; or the employee has waived their right to return to their substantive role in which case they will return to a comparable post.
- Re-enable any required system access.

<b>Secondment scenario:</b>	<b>D) Internal Secondment from Department A to B within LPT, and you are the Host Manager of Department B hosting the seconded employee- tick off as complete</b>
<b>Manager Responsibilities</b>	<ul style="list-style-type: none"> <li>○ Selection of person for secondment in line with LPT recruitment and selection Policy.</li> <li>○ Provide local induction into team seconded to.</li> <li>○ Organising appropriate system access and close down for the duration of the secondment. A smart card will not automatically be produced as part of a secondment arrangement, so if a new one is required this will need to be discussed with HR Recruitment team.</li> </ul>
<b>Finance responsibilities for manager to discharge</b>	<ul style="list-style-type: none"> <li>○ Secure financial approval for the secondment following financial approval process in place</li> <li>○ Complete H2 form to move the employee onto your cost center. The H2 form is the amendment to the employee's contract, so no separate secondment agreement is required.</li> </ul>
<b>Health and Safety responsibilities</b>	<ul style="list-style-type: none"> <li>○ Transfer to you.</li> <li>○ Make sure that you are aware of any adjustments that are in place and shared the relevant safe systems of work and risk assessments with the seconded to support the employee being seconded.</li> </ul>
<b>Policies the secondment will be conducted under</b>	<ul style="list-style-type: none"> <li>○ LPT policies.</li> </ul>
<b>How the secondment should be arranged</b>	<ul style="list-style-type: none"> <li>○ The LPT Host Manager will be responsible for advertising and appointing to the opportunity in line with Recruitment and Selection policy and guidance and will adhere strictly to the principles of non-discrimination and reasonable adjustment as mandated by the Equality Act 2010 and represented in this policy.</li> </ul>
<b>HR responsibilities around recruitment checks</b>	<ul style="list-style-type: none"> <li>○ Ensure that the checks in place for Department A are also appropriate for Department B and put in place any remedial checks to get them to the correct standard.</li> </ul>
<b>What should happen at the end of the secondment</b>	<ul style="list-style-type: none"> <li>○ Ensure that the Seconding Manager of Department A seconding the secondee is contacted at least 8 weeks before the termination of the secondment to allow for a smooth transition for the secondee back to their original role.</li> <li>○ Close down any system access that is no longer required</li> </ul>

## 6. Issues that could occur during a secondment

**Resolving Issues:** If concerns arise during a secondment (e.g. performance, supervision), they should first be addressed informally between parties. If unresolved, HR advice should be sought. This could lead to the termination of the secondment.

**Termination of Secondment:** this could be due to an unresolved issue, or due to other reasons such as a change in the need for the secondment:

- Must be communicated in writing.
- If the secondee's original post was temporarily filled, a suitable alternative role will be sought for the remainder of the secondment.
- A minimum of **4 weeks' notice** of an early end of a secondment is required.
- This period could be less in cases of disciplinary cases. In cases of **gross misconduct**, dismissal may be immediate; where a **disciplinary sanction** applies that is short of dismissal, in which scenario the secondment could be ended with a shorter or no notice and the secondee return to their substantive post.

**Responsibility:** Managing secondment issues and secondments ending early is a shared responsibility between the secondee, host organisation, and substantive employer.

**Leave During Secondment:** If the secondee goes on **maternity, parental, adoption, or long-term sick leave (over 4 weeks)**, it is the responsibility of the seconding manager/employer to address this with the employee, as the leave will be managed under the employer's policies. The seconding manager ensuring will be responsible for managing statutory entitlements (e.g., leave, right to return) in line with relevant policies.

**Extending Secondments:** With the agreement of all parties, secondments can be extended for further periods. Managers should give consideration to potential back fill arrangements and associated staffing liabilities if secondments are extended.

## 7. Roles and Responsibilities

Roles and responsibilities including duties of relevant individuals and groups.

### 6.1 Director of Human Resources & Organisational Development – Executive Lead

To ensure the development and implementation of appropriate guidance on secondment agreements. To ensure that any changes to terms and conditions and legal implications are reflected in the Policy.

### 6.2 Governance Group level 1 and 2

To approve and ratify the policy.

To receive scheduled reports on performance of the policy.

### 6.3 Human Resources Department

Support managers in drawing up secondment agreements between departments / organisations.

Provide support and advice to staff on any aspect of their employment, terms and conditions of service.

Promote the Policy and give general guidance and support to managers.

Promote consistent Policy application across the Trust through regular monitoring.

## **6.4 Manager Responsibilities**

Adhere to the appropriate vacancy and authorisation processes.

There are a range of different situations where a secondment arrangement will take place. There are some common responsibilities to all types of secondment. Additionally you will need to refer to the particular secondment arrangement that you want to put in place. These are detailed above in the table.

When an LPT member of staff is the secondee, the secondee's substantive post should remain available for them to return to. If this is not possible, then the secondee should not be released to undertake the secondment.

If during the secondment, management of change applies to the secondee's substantive post, the manager must communicate and involve the LPT secondee in the process.

If during the secondment a disciplinary or safeguarding issue occurs, it is expected that where an issue results in a formal outcome, and/or requires referral to a professional body and/or DBS barring referral that as the employer, the manager discharges relevant actions. It is also expected that the manager confirms the action has been taken to the Host organisation so that all parties are clear that these requirements have been satisfied.

## **6.5 Secondee Responsibilities**

Ensuring they consult with their line manager and have their support prior to applying for any secondment.

Considering the Code of Conduct, if entering a secondment could put them into a position of conflict of interest and managing this appropriately.

Adhering to LPT employment policies and procedures throughout the duration of any secondment. Individuals are expected to act as ambassadors for the Trust and should not act in any way which might bring the Trust into disrepute.

Adhering to any local policies or procedures as required by the host organisation.

Informing the Host Manager of any specific needs or adjustments to support their integration into the new workplace.

Ensuring (if their substantive role requires them to be registered) they maintain their professional registration even if the secondment is to a post where such a requirement is not necessary (for example a trained nurse being seconded to a corporate department).

Maintaining regular contact with their seconding manager.

The secondee must attend all statutory and mandatory training relevant to the secondment position.

Once in post, objectives should be agreed between the Host Manager and the secondee along with the identification of any training and development needs.

Secondments outside of the NHS may require a return to NHS duties for short periods during the term of the secondment to ensure professional registration is maintained and meet revalidation requirements. The secondee will need to make sure they are liaising with their substantive manager to arrange opportunities to maintain their professional registration. In the event of failure to maintain professional registration the processes in the professional registration policy will apply.

## **6.6 Eligibility criteria a secondee must meet:**

- The secondee must normally have been in their current post for a minimum of 12 months at the time of the closing date on the advertisement for the secondment.

Any exceptions to this will need to be approved at Head of Department level with HR input.

This requirement will be adjusted to ensure that employees who have recently returned from statutory leave (such as maternity, adoption, or shared parental leave) are not disadvantaged. Periods of statutory leave will be considered as part of their continuous service in the post for the purpose of this clause.

- If the individual is subject to a current disciplinary sanction that is live at the time they make an application, they cannot be considered for a secondment.
- An employee applying for a secondment will need to have achieved an overall rating in their most recent appraisal of at least a 3, "Some areas for improvement" or above.
- Please note that for staff employed on a temporary basis if the secondment should exceed the duration of the fixed term contract, there is no guarantee of a role at the end of the secondment with the original organisation.
- Whilst on secondment ensuring that they take responsibility for keeping the mandatory training requirements of their role up to date. Additionally to take responsibility for their pay step, and that undertake an appraisal with the host department/organisation and arrange for the feedback from this appraisal to be given to their substantive manager to administer the processes around any pay progression that is due.
- At end of the secondment period, the employee will return to their original band. Where incremental progression has not yet occurred in their substantive post during the secondment, the employee will be awarded the relevant incremental credit if they meet the criteria above.

## Appendix One Definitions

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**Secondee** is the individual being seconded.

**Seconding Manager** is the individual who manages the secondee in his or her substantive post.

**Host Manager** is the individual who will manage the secondee during the secondment.

**Substantive Post** is the original post that the employee was in prior to the secondment.

**An External Secondment** is where a person is seconded from LPT to an external third party organisation, or the person being seconded is initially from an external organisation being seconded to LPT

**An internal Secondment** is where an employee is seconded from one LPT department to another.

## Appendix Two Governance

### Version control and summary of changes

Version number	Date	Description of key change
1	09/2016	New procedure to rationalise existing procedures and agree a common approach to activity with UHL.
1.1	01/2018	"Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure, with input from the substantive employer as required" added to point 5 of the secondment agreement.
2	April 2021	No changes to legal status of policy, full review by March 2022.
3	April 2023	Full review of policy. Clarification that secondments of staff to/from outside of the NHS will be liable to VAT.
4	September 2025	Refresh of policy. Moved into current template. Clarification of timeframes where a secondment ends early due to disciplinary action. Simplified and summarised some of terminology.

### Responsibilities

Responsibility	Title
Executive Lead	Director of HR & OD
Policy Author	Deputy Director of HR & OD
Advisors	
Policy Expert Group	

### Governance

Governance Level	Name
Level 1 Assurance Oversight	People and Culture Committee
Level 2 Delivery Group for policy approval and compliance monitoring	Workforce Development Group
Consultation	Trust Policy Experts
	Staffside
	All LPT Employees Bands 7 and above

### Compliance Measures

KPI (only need 1-2 KPI's per policy)	Where will this be reported and how often
Review any complaints around Secondment process	Workforce Development Group Annually
Number of staff on secondment	Workforce Development Group six monthly

### Training Requirements

Training
There is no specific training requirement identified within this Policy. Managers are asked to seek advice from the HR team if they require support with this policy.

## Appendix Three Draft Secondment Agreement

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Secondment agreement to be used when seconding LPT staff out to a third party or when seconding in if the third party does not have their own agreement.

For internal secondments, this agreement is not required - just complete H2 change of circumstances form.

This **SECONDMENT AGREEMENT** is dated \*\*\*\*\* and made between:-

- (1) The Employer; \*\*\*\*\*
- (2) The Secondment Host Organisation; **Leicestershire Partnership NHS Trust**
- (3) The Secondee; xxxxxx (the Secondee)

### Introduction

- A** The Employer, \*\*\*\*\*, employs the Secondee under the terms of a Contract of Employment ("the Contract")
- B** The Secondment Host Organisation, **Leicestershire Partnership NHS Trust**, wishes to use the services of the Secondee.
- C** The Employer has therefore agreed to make the services of the Secondee available to **Leicestershire Partnership NHS Trust** by way of secondment on the following terms.



## SECONDMENT PROVISIONS

### 1. Secondment

- 1.1 The Employer will second the Secondee to the Secondment Host Organisation and make the Secondee's services available to act and carry out the duties set out in the job description of the post of **(job title)**. In carrying out those duties the Secondee shall report to **(name)**
- 1.2 The Employer confirms that it employs the Secondee and has the power to make their services available to the Secondment Host Organisation.
- 1.3 The Secondee's designated base during the term of this Agreement will be <insert>.
- 1.4 The Secondee will be required to work (\*\*) hours per week, to fulfil the duties of the secondment, normally worked over (\*\*) days per week.

### 2. Duration

- 2.1 The secondment is for a fixed term period of **(duration)** , commencing on **(date)** ("the Term"), unless terminated before that by the Employer, the Secondee or the Secondment Host Organisation by giving 4 weeks written notice to the other parties.
- 2.2 On expiry of this Agreement for whatever reason, the Secondee will revert to working for the Employer at the Employer's place of work under the terms of their original employment Contract.
- 2.3 During the last month of the Secondment the Employer will ensure that the Secondee is provided with any necessary information and support to ensure their smooth transition back to the Employing Organisation.

### 3. Fees

- 3.1 The Employer will continue to pay the Secondee their salary of (£xxxxxx insert salary) and provide all other contractual benefits under the Contract during the course of the Secondment, and any such increase to salary level that may arise from national agreements, including inflation increases. The Secondee's salary will advance in line with their substantive pay scale, and their pay step date will be (xxxxxxx insert increment date) if they meet the conditions required for pay step progression.
- 3.2 The Employer will invoice the Secondment Host organisation monthly for the secondment salary costs which equates to £XXXXXXXX per annum plus on costs which include statutory payments such as tax and NI, as well as pensions contributions.
- 3.3 The Secondment Host organisation will pay the Secondee's reasonable expenses incurred in performing the Duties if they are submitted in accordance with Leicestershire Partnership NHS Trust's Procedure on expenses.

#### **4. The Secondee's Employment Contract**

As the Secondee remains an employee of the Employer, the secondee will continue to be entitled to benefit from all rights and remains subject to all duties and obligations contained in the Contract which continue in force throughout this secondment but the Employer and Secondee agree as follows:-

- 4.1 The Secondee will request annual leave through the Secondment Host Organisation ensuring that records are kept to provide to the Employer on return. The secondment Host will not permit the Secondee to take holidays outside the period of the secondment without first seeking the prior consent of the Employer.
- 4.2 The Secondee will conform to and comply with the Secondment Host Organisation's HR procedures, including (without limitation) working hours, absence recording, data protection and confidentiality rules and health and safety procedures.
- 4.3 The Secondee will not publish any articles or give any lectures or make any written or oral statements relating to the Secondment Host Organisation's business or field of activity without the prior written consent of the Secondment Host Organisation.

#### **5. Disciplinary and Grievance**

As the Secondee is not an employee of the Secondment Host Organisation, the Secondment Host Organisation's disciplinary and grievance procedures do not apply but the Employer's disciplinary and grievance procedures will apply.

If the Secondee has any grievance relating to the secondment or if the Secondment Host Organisation is dissatisfied with the Secondee's conduct or performance during the secondment, then in the first instance, the Secondee and the Secondment Host Organisation will attempt to resolve the matter informally. If the matter is not resolved as a result to the satisfaction of the Secondee or the Secondment Host Organisation respectively, then the matter will be pursued under the relevant Procedure by the Secondee's substantive employer with input from the Host organisation as required.

Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure, with input from the substantive employer as required.

It is expected that where an issue results in a formal outcome, and/or requires referral to a professional body and/or DBS barring referral, confirmation that action has been taken is provided between the Host and the Employer so that all parties are clear that these requirements have been satisfied.

#### **6. Equal Opportunities Procedure**

The Employer is committed to providing equal opportunities to all employees and prospective employees regardless of age, race, nationality or ethnic origin, religion, gender, marital status, sexuality, disability, trade union membership (or non- membership) or political affiliation, or are otherwise disadvantaged by any conditions or requirements which cannot be shown to be justified, and as such, expects this level of commitment from the Secondment Host Organisation.

It is a condition of the secondment that the Secondee should be familiar with and should always comply with the terms of the Secondment Host Organisation's Equal Opportunities

Statement and associated policies/schemes/guidelines. Acts of racial or sexual discrimination or harassment will be dealt with in accordance with the Employer's Disciplinary procedure but could lead to the secondment being terminated.

A copy of the Secondment Host Organisation's Equality, Diversity and Inclusion Policy is available from the Trust's website.

## **7. Confidentiality**

- 7.1 The Employer requires its employees to maintain a high standard of confidentiality and all employees are subject to the requirements of the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), adherence to the NHS's Caldicott Principles and all LPT policies regarding patient and service user confidentiality. The Seconded is expected to adhere to the Secondment Host Organisation's policies in this respect.
- 7.2 It is a condition of the secondment that the Seconded will not use, access or disclose any confidential information obtained during the course of his /her secondment except where such disclosure and/or use is authorised by the Secondment Host Organisation. Examples of confidential information include the identity of clients, details of clients' medical records and treatment, and confidential Procedure documents.
- 7.3 As a requirement of UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, by signing this Agreement the seconded is consenting for the Secondment Host Organisation to hold their personal information relating to their employment in electronic and manual records, which may be accessed in accordance with the Data Protection Act 2018.
- 7.4 If the seconded is in any doubt regarding the use of information in the pursuit of their duties they should seek advice from their manager before communicating such information.

## **8. Intellectual Property**

All intellectual property rights arising during the secondment as a result of the Seconded performing the Duties during the secondment shall belong to the Secondment Host Organisation absolutely and the Employer and the Seconded shall execute all documents and carry out all such acts and do all such things necessary to give effect to this clause.

## **9. Indemnity**

- 9.1 It is the intention of the parties that the Seconded is and shall be treated for all purposes as the employee of the Employer and shall not be entitled to any salary, pension, bonus or other fringe benefits from the Secondment Host Organisation. It is agreed that the Employer shall be responsible for all income tax liability, National Insurance, Pension or similar contributions in respect of any payment to the Seconded for the provision of services by the Seconded to the Secondment Host Organisation under this Agreement.

The Secondment Host organisation will assume vicarious liability whilst the seconded is carrying out work under its control and carrying out authorised duties on the

Secondment Host's premises for the purposes of this secondment against any costs, damage, losses or liability to any person including employer liability (arising from all employment related claims that might arise as a result of this secondment), public liability and officer liability, professional indemnity and damage to or loss of the Secondment Host Organisation's property, providing always that such costs, damage or liability do not arise from the secondee's own gross negligence.

(Generally the above paragraph will cover indemnity issues. The rest of section 9 has been provided for what are to be expected to be rare circumstances where the Employer is retaining responsibility for indemnity issues for the secondee. This statement is only likely to be used when someone is being seconded to LPT in very particular circumstances. If section 9.2 to 9.5 used, then section 9.1 will need to be deleted and vice versa).

- 9.2 It is the intention of the parties that the Secondee is and shall be treated for all purposes as an employee of the Employer but shall not be entitled to any salary, pension, bonus or other fringe benefits from the Host. It is agreed that the Employer shall be responsible for all income tax liability and National Insurance or similar contributions in respect of any payment to the Secondee for the provision of Services by the Secondee to the Host under this agreement.
- 9.3 The Employer hereby indemnifies the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from a breach of this agreement or any act or omission or default of the Secondee including without limitation:
- a. Any loss of or any damage to any property:
  - b. All financial loss:
  - c. Any loss resulting from any breach by the Secondee of any intellectual property rights owned by the Host:
  - d. Injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Secondee, whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever:
  - e. Any and all liability arising from any breach of the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) by the Secondee.
- 9.4 The Employer hereby indemnifies the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Host which are attributable to any act or omission by the Employer or any other person for whom the Employer is liable arising out of:
- a. The employment or termination of employment of the Secondee during the Secondment Period; or
  - b. The engagement or termination of engagement of the Secondee under the terms of this agreement during the Secondment Period; or
  - c. Any breach by the Employer of any collective agreement or other custom, practice or arrangement (whether or not legally binding) with a trade union, staff association or employee representatives in respect of the Secondee.

Including, for the avoidance of doubt, liability for personal injury, accident or illness suffered or incurred in whole or in part during the Secondment Period, breach of contract or in tort or under any legislation applicable in the United Kingdom, for any remedy, including without limitation, pursuant to the Employment Rights Act 1996, or for unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race, age or disability discrimination or any relevant statutory provision.

- 9.5 If the Host suffers any claims, liabilities, actions, proceedings, costs, losses, damages or demands ("Loss") in respect of which the Employer is liable to make a payment ("Indemnity Payment") to the Host and such payment is taxable in the Host's hands but the Loss is not deductible in calculating that tax liability, then the Employer shall pay such additional amount to the Host as the Host's tax advisor certifies it necessary to put the Host in the same net of tax position as it would have been if the Indemnity Payment was not taxable in the Host's hands and the Loss was not deductible by the Host for tax purposes.

## 10. Conduct of Claims

- 10.1 If the Employer becomes aware of any matter that may give rise to a claim against Secondment Host Organisation, notice of that fact shall be given as soon as possible to Secondment Host Organisation.
- 10.2 In the same manner Secondment Host Organisation will make the employer aware of any matter that may give rise to a claim against the employer and Secondment Host Organisation will make no admission of liability by or on behalf of the employer.
- 10.3 Without prejudice to the validity of the claim or alleged claim in question, the Employer and Secondment Host Organisation shall allow each other and their professional advisors to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose. The Employer and Secondment Host Organisation shall give all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the other or their professional advisors may reasonably request provided that nothing in this clause shall be construed as requiring the Secondment Host Organisation or the Employer to disclose any document or thing subject to any privilege. Secondment Host Organisation and the Employer agree to keep all such information confidential and only to use it for such purpose.
- 10.4 No admission of liability shall be made by or on behalf of Secondment Host Organisation and any such claim shall not be compromised, disposed of or settled without the consent of Secondment Host Organisation.
- 10.5 Secondment Host Organisation shall be entitled in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of Secondment Host Organisation. The employer is awarded the same discretion.

## 11. Health and Safety

- 11.1 The Secondment Host Organisation attaches great importance to the safety of its

secondees and recognises its duties under the Health and Safety at Work Act 1974 etc. and has an agreed Procedure on Health and Safety at Work.

- 11.2 It is necessary for management and staff to work together positively to achieve a situation compatible with the provision of proper services to clients, service users or patients where personal injuries and hazards to the health of staff and others can be reduced to a minimum. It is accepted that it is a management function to do all that is possible and practicable within available resources in the field of construction, operation and the maintenance of buildings, plant, equipment and facilities to achieve such a situation.
- 11.3 Where appropriate within the available resources, safety training will be provided by the Secondment Host Organisation together with necessary safety devices and protective clothing as stated in their safe systems of work and risk assessments.
- 11.4 For their part, secondees are required to carry out their work in a manner which is safe both to themselves and others and to co-operate by bringing to the notice of the supervisory staff any activities which would adversely affect any person who may be within the working situation.
- 11.5 All accidents and hazards at work (including incidents which could have resulted in injury), however apparently trivial, must be reported immediately to the relevant Head of Department, Supervisor or Senior Officer, or otherwise as appropriate. Details of such accidents or incidents must also be reported to the Secondment Host Organisation's Incidents Manager.
- 11.6 It is essential that the secondees know the local health and safety site arrangements including , welfare, first aid, security, personal safety and fire safety arrangements as part of their induction. It is a requirement that all individuals working on LPT and Secondment Host Organisation sites will attend fire training and fire drills as and when arranged.

## **12. Disciplinary Issues and Convictions**

- 12.1 The secondees must inform their manager of any current and future disciplinary proceedings or criminal offences which may affect their secondment with the Secondment Host Organisation, resulting in them becoming unsuitable or unable to carry out the duties for which they are appointed, or otherwise makes their continued secondment untenable. This may include being interviewed or cautioned by the police, bailed, called for jury service or as a witness, subpoenaed, or in any way concerned in any criminal/legal proceedings.

## **13. Absence from Duty**

- 13.1 In the event of absence from duty for reasons of sickness or any other reasons, the secondee must notify their line manager and their employer on the first day of absence in line with the appropriate reporting procedure.

## **14. Interest of Officer in Contracts**

- 14.1 If it comes to the secondee's knowledge that the Secondment Host Organisation has or is proposing to enter into a contract of business arrangement in which they or their

partner have any financial interest, or any employment, business or other relationship, whether direct or indirect, and the contract or business arrangement is one in which they are or may be involved, they shall immediately give notice in writing to the Secondment Host Organisation.

## **15. Research Governance**

- 15.1 Healthcare staff shall retain responsibility for the care of their patients, when they are participating in research. Before agreeing to their patients being approached, Healthcare Staff must satisfy themselves that the research has been the subject of approval by the appropriate scrutinising authorities as required by the Secondment Host Organisation, and that any research that relates directly to the care they provide complies with the Research Governance Framework.

## **16. Disclosure and Barring Service Criminal Records Clearance**

- 16.1 A DBS check is required for appointment where contact with children or vulnerable adults is likely to occur. This agreement is subject to the secondee being successfully cleared by the Disclosure and Barring Service. Failure to gain this clearance, or this clearance changing during the course of the secondment, may negate this agreement.

## **17. Infection Control**

- 17.1 The secondee must:

- carry out duties placed on employees by the Health Act 2006
- be familiar with, and comply with Secondment Host Organisation Policies / guidelines on infection control
- attend all mandatory training in relation to infection control.

## **18. Safeguarding Responsibilities**

- 18.1 The Secondment Host Organisation takes the issues of Safeguarding Children, Adults and addressing domestic violence very seriously. The secondee has a responsibility to support the Secondment Host Organisation in our duties by:

- Attending mandatory training on safeguarding children and adults.
- Making sure they are familiar with their and the Secondment Host Organisation's requirements under relevant legislation.
- Adhering to all relevant national and local policies, procedures, practice guidance (e.g. LSCB Child Protection Procedures and Practice Guidance) and professional codes.
- Reporting any concerns to the appropriate authority.

## **19. Miscellaneous**

- 19.1 Nothing in this Agreement shall constitute an offer or contract of employment between the Secondee and the Secondment Host Organisation. During the secondment, the

Employer warrants that the Secondee will throughout remain its employee.

- 19.2 The Secondee acknowledges and warrants that there are no agreements or arrangements whether written, oral or implied between (1) the Employer or Secondment Host Organisation, and (2) the Secondee relating to the employment or secondment of the Secondee other than those expressly set out in the Contract or in this Agreement, which expressly supersedes all previous arrangements between the Employer and the Secondee as to the employment or secondment of the Secondee.
- 19.3 This Agreement shall be construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement relating to employment matters shall be subject to the exclusive jurisdiction of the Employment Tribunal system in accordance with applicable employment legislation. Any other dispute of a contractual nature shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

## ACCEPTANCE

We hereby confirm the acceptance of this appointment on the terms and conditions set out in this agreement and have retained a copy of this agreement for information.

Please return the signed original of this Agreement to **(Name)**

	Signature Name	Title	Date
Signed on behalf of <b>THE EMPLOYER</b>	Signature		
	Name		
Signed by <b>THE SECONDEE</b>	Signature		
	Name		
Signed by <b>THE SECONDMENT HOST ORGANISATION</b>	Signature		



	<b>Name</b>		
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