

(CCC INWARD secondment)



SECONDMENT AGREEMENT - TERMS AND CONDITIONS

The following sets out the terms and conditions of a secondment agreement between Cumbria County Council, <<SECONDING ORGANISATION>> and <<SECONDEE>>.

Parties to the Agreement (“the Parties”)

1. Cumbria County Council, The Courts, Carlisle, Cumbria, CA3 8NA
(Host and receiving organisation)

and
2. <<SECONDING ORGANISATION, FULL POSTAL ADDRESS>>
(Employer and seconding organisation)

and
3. <<SECONDEE>> (The Secondee)

Period of secondment:

The secondment will begin on <<DATE>> and will terminate on <<DATE>> unless terminated earlier by notice in line with Section 3 of this agreement. .

Post/Nature of Secondment:

The Secondee will undertake the role of <<POST TITLE>> and will be based in and work for the period of secondment from <<HOST LOCATION>>. <<The Secondee will be required to live within reasonable travelling distance of the area they are required to cover.>>

This post is part of Cumbria County Council’s establishment and is subject to any Cumbria County Council job evaluation scheme and associated pay and grading structure.

1) Employment Position of the Secondee

- 1.1 For the duration of the secondment, the Secondee will remain an employee of <<SECONDING ORGANISATION>> and subject to its terms and conditions of employment (with the exception of salary).
- 1.2 At the end of the secondment, the Secondee will return to their substantive post and will revert to their substantive contractual salary and benefits (or to a suitable alternative post where available in the event that the Secondee’s substantive post has been made redundant during the period of secondment).
- 1.3 Any subsequent amendment or variation to this secondment agreement must be agreed in writing between the parties. Any extension to the period of the secondment must be agreed by the parties no later than one month prior to the original termination date.

2) Payments

2.1 <<SECONDING ORGANISATION>> will continue to process the Secondee's salary in the normal way and if necessary will provide any benefits due to the Secondee or their dependents or make any payments to third parties in relation to the Secondee. <<SECONDING ORGANISATION>> will continue to make any deductions it is required to make from the Secondee's salary, including those in relation to employee benefit schemes.

2.2 **Salary / Expenses:**

The salary for this post will be <<£XXXXX per annum, <<(plus a taxable subsistence allowance of £XXXX per annum)>>. Cumbria County Council will notify <<SECONDING ORGANISATION>> of any change to these rates.

Cumbria County Council will reimburse the Secondee directly for reasonable out of pocket expenses incurred during and related to the secondment as follows:

- Travel and other costs when undertaking duties related to the post, according to Cumbria County Council's rates and conditions.
- Reimbursement of the out of pocket expenses will ONLY be paid on production of receipts and completion and authorisation of Cumbria County Council's expenses claim form.

Where <<SECONDING ORGANISATION>> requires the attendance of the Secondee in connection with their work, reimbursement of travel and expenses will be made directly by the <<SECONDING ORGANISATION>> .

2.3 **Reimbursement**

Cumbria County Council will reimburse <<SECONDING ORGANISATION>> for salary, employer's NI contribution and employer's pension contribution, plus any relevant allowances paid to the Secondee. The sum charged by <<SECONDING ORGANISATION>> will be subject to VAT at the current rate. <<SECONDING ORGANISATION>> will invoice Cumbria County Council on a monthly basis in arrears for all costs relating to this secondment.

Invoices will be sent to:

<<HOST BILLING ADDRESS>>

3) **Termination of the Agreement**

3.1 Notification of termination of the secondment prior to the expiry date will be subject to one month's notice by either of the 3 parties (without affecting any party's statutory rights).

In the event of summary dismissal or resignation with immediate effect, termination will be with immediate effect.

The secondment may be terminated if:

- The Secondee ceases to be employed by <<SECONDING ORGANISATION>>.
- The Secondee is required to return to <<SECONDING ORGANISATION>> as a consequence of re-organisation / organisational review or for some other significant business need on the part of either organisation.

- The Secondee persistently fails or neglects to carry out the reasonable instructions of Cumbria County Council in the performance of the secondment (to be effected through <<SECONDING ORGANISATION'S>> usual codes of conduct and supervisory arrangements).
- The Secondee is subject to long-term absence management under the <<SECONDING ORGANISATION'S>> relevant absence management procedures and is unable or unlikely to be able to undertake the requirements of the secondment.
- Cumbria County Council reasonably believes that the Secondee's actions amounts to misconduct (to be effected appropriately and in line with the <<SECONDING ORGANISATION'S>> Disciplinary Procedure
- The Secondee has implemented <<SECONDING ORGANISATION'S>> grievance procedure in respect of issues arising out of their secondment to Cumbria County Council and, in the event of their grievance being upheld, they may subsequently request termination of the secondment agreement in writing.
- <<SECONDING ORGANISATION>> and Cumbria County Council agree to a request from the Secondee on the grounds of extenuating personal circumstances.
- Any of the parties fail to adhere to the terms of this agreement and / or fail to agree terms as at Section 4.3 and Section 5

3.2 At all times and in all instances, <<SECONDING ORGANISATION>> will be responsible for the administration of its policies and procedures include those in respect of discipline, capability, attendance, grievance, bullying, harassment, discrimination and whistleblowing and including, if necessary, dismissal of the Secondee.

3.4 **Obligations following Termination**

On termination of the Secondment howsoever arising:

1. <<SECONDING ORGANISATION>> shall use its reasonable endeavours to require that the Secondee shall,
 - and
2. the Secondee agrees that they shall:
 - deliver to Cumbria County Council all documents and all copies thereof, whether on paper, computer disc or otherwise made, compiled or acquired by them the Secondee during the secondment and relating to the business or affairs of Cumbria County Council or clients, customers or suppliers, and any other property of Cumbria County Council which is in their possession, custody, care or control;
 - irretrievably delete any information relating to the business of Cumbria County Council stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of Cumbria County Council; and
 - confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause;
 - return any property or equipment owned by Cumbria County Council to them.

4) Application of <<SECONDING ORGANISATION>> Employment Policies and Procedures

- 4.1 As the Seconded remains an employee of <<SECONDING ORGANISATION>>, the provisions of the <<SECONDING ORGANISATION'S>> employee relations policies and procedures will continue to apply. This will include those in respect of discipline, capability, attendance, grievance, bullying, harassment, discrimination and whistleblowing.

However, it is recognised that for operational effectiveness the Seconded will be expected to work and comply with any additional policies and procedures of Cumbria County Council (subject to Section 4.3 if necessary).

In particular, the Seconded will be required to abide by the Council's Information Security Policy and must read and agree to the Acceptable Use Policy and take the IT Security E-Learning course. Failure to do so will result in termination of this agreement as set out at Section 3.1 above.

[if post is subject to DBS check, other Safeguarding provision]

The Seconded will be required to comply with any requirements for a criminal records check in line with the Council's Safe Recruitment Guidance. Failure to do so will result in termination of this agreement as set out at Section 3.1 above.

[if relevant]

The seconded will provide documentary evidence that they have the **Right to Work in the UK** to ensure the council complies with its responsibility to prevent illegal working in the UK as specified in the Immigration, Asylum and Nationality Act 2006. Failure to do so will result in termination of this agreement as set out at Section 3.1 above.

- 4.2 Cumbria County Council and <<SECONDING ORGANISATION>> will agree and effect management and reporting arrangements to ensure that the above procedures are operated fairly, equitably and efficiently during the period of secondment.
- 4.3 Where differing arrangements are made for the administration and management of the procedures set down above, these shall be subject to consultation, negotiation and agreement between Cumbria County Council, <<SECONDING ORGANISATION>> and the Seconded. Such agreement will be binding on all parties and will be appended to this secondment agreement. Failure to agree may result in termination of this agreement as set out at Section 3.1 above.

5) Codes and Standards of Conduct

- 5.1 The Seconded will continue to be bound (as a minimum) by <<SECONDING ORGANISATION'S>> standard of conduct.

They will also abide by Cumbria County Council's Code of Conduct during the period of the secondment. Where differences exist between the Codes of Conduct then <<SECONDING ORGANISATION>> and Cumbria County Council will identify and agree between them the additional standards of conduct to be expected and the Seconded will be consulted following such agreement. Such agreement will be binding on all parties and will be appended to this secondment

agreement. Failure to agree may result in termination of this agreement as set out at Section 3.1 above.

- 5.2 Cumbria County Council will allow <<SECONDING ORGANISATION>> reasonable access to the Secondee to ensure that information regarding the employee's substantive employment is made available to them.

During the secondment, <<SECONDING ORGANISATION>> will take reasonable steps to ensure that the Secondee is kept up to date with any current issues and developments of their organisation by way of newsletters, bulletins and other associated methods.

- 5.3 <<SECONDING ORGANISATION>> will be responsible for ensuring that the Secondee is able to contribute to any consultation concerning changes which may impact on the Secondee's substantive employment during the secondment. This may include attendance at consultation meetings with <<SECONDING ORGANISATION>>. Cumbria County Council will allow the Secondee reasonable time off to attend any such meeting. Failure to agree may result in termination of this agreement as set out at Section 3.1 above.

- 5.4 There may be occasions where <<SECONDING ORGANISATION>> requires the attendance of the Secondee at their organisation or in connection with their work. The circumstances of such a requirement will be discussed with the Secondee and Cumbria County Council and reasonable arrangements will be agreed. Failure to agree may result in termination of this agreement as set out at Section 3.1 above.

6) Management of the Secondee

- 6.1 **Supervision:** The Secondee will report to <<HOST'S NAMED LINE MANAGER>>, who will be the reporting 'Supervisor' for the period of the secondment.

- 6.2 <<SECONDING ORGANISATION>> shall continue to deal with any management issues concerning the Secondee during the secondment period, where relevant following consultation with Cumbria County Council

- 6.3 Cumbria County Council shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to, giving witness evidence) to <<SECONDING ORGANISATION>> to deal with any serious management issues concerning the Secondee, whether under their internal procedure or before any court or tribunal. (<<SECONDING ORGANISATION>> will reimburse reasonable costs and expenses incurred by Cumbria County Council in doing so, subject to prior approval of <<SECONDING ORGANISATION>>.)

- 6.4 Cumbria County Council shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any management issue concerning the Secondee to the attention of <<SECONDING ORGANISATION>>. Both parties shall inform the other as reasonably practicable if any significant matter arises during the secondment period relating to the Secondee or their employment.

- 6.5 The Secondee shall notify <<SECONDING ORGANISATION>> and Cumbria County Council if they identify any actual or potential conflict of interest between the parties during the period of the secondment.

- 6.6 **Training and Development:**

The Secondee will be eligible to participate in Cumbria County Council training and development activities relevant to the duties of the secondment; such training to be arranged and funded by Cumbria County Council.

The Secondee will be entitled to attend training and development activities organised by <<SECONDING ORGANISATION>> under existing terms and conditions and will be released to attend such activities where these fall on secondment days, in agreement with the Supervisor and Cumbria County Council.

6.7 Hours of Work:

The Secondee will continue to be bound by their Written Statement of Terms and Conditions with <<SECONDING ORGANISATION>>. However, any specific working pattern will be agreed between the Secondee and the Supervisor as appropriate.

7. Continuity of Employment and Pension Provision

The secondment will not affect the continuity of employment of the Secondee with <<SECONDING ORGANISATION>>. Consequently, the Secondee will retain membership of the << RELEVANT PENSION SCHEME>> (save where the Secondee has made alternative provision for pensions) and both the Secondee and <<SECONDING ORGANISATION>> will continue to make the appropriate contributions to the LGPS for the maintenance of pension entitlement.

8. Annual Leave / Sickness / Other Leave Entitlement:

8.1 The Secondee will retain annual leave, sickness and any other leave entitlements under their existing terms and conditions of employment with <<SECONDING ORGANISATION>>.

8.2 Cumbria County Council can add/pay additional leave at their discretion which will not be charged to <<SECONDING ORGANISATION>>.

8.3 The Secondee will agree the taking and recording of annual and other leave which coincides with secondment days in the first instance with the Supervisor. Cumbria County Council may wish to consider the relevant pro rata entitlement for the period of the secondment.

4. The Secondee will also inform <<SECONDING ORGANISATION>> of any leave taken as required within <<SECONDING ORGANISATION'S>> existing terms and conditions of employment.

5. The Secondee will be required to notify the Supervisor of sickness absence by no later than 10.00 am on first day of sickness and to keep the Supervisor updated on continued sickness absence, where this falls on secondment days. The Secondee will also inform <<SECONDING ORGANISATION>> of their absence as required under their relevant absence management policy.

6. The Secondee will be required to provide the Supervisor with the relevant self certification and/or medical certificates for all periods of sickness absence. The Supervisor on behalf of Cumbria County Council, will ensure the completion and submission of the initial notification of absence and return to work documentation, and will be responsible for forwarding all medical certificates relating to the Secondee's absence to the <<SECONDING ORGANISATION>>.

9. Health and Safety

- 9.1 During the period of secondment Cumbria County Council will be responsible in relation to the Secondee for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of Section 53 (1) of the Health and Safety at Work Act 1974, acting to provide and maintain a safe working environment as if Cumbria County Council was the employer of the Secondee.

10. Information Security and Data Protection

- 10.1 The Secondee continues to be bound by the requirements of their Written Statement of Terms and Conditions of Employment with <<SECONDING ORGANISATION>>.
- 10.2 <<SECONDING ORGANISATION>> confirms that the Secondee has consented to Cumbria County Council processing data relating to the Secondee for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Secondee including, as appropriate:
- information about the Secondee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Secondee's fitness for work;
 - the Secondee's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with the equal opportunities legislation;
 - the Secondee's membership of any trade union;
 - information relating to any criminal proceedings in which the Secondee has, or is alleged to have, been involved (for insurance purposes and to comply with legal requirements and obligations to third parties); and
 - any other sensitive data to be processed.
- 10.3 <<SECONDING ORGANISATION>> confirms that the Secondee has consented to Cumbria County Council making such information available to those who provide products or services to Cumbria County Council (such as advisers and insurers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Cumbria County Council or any part of its business.
- 10.4 <<SECONDING ORGANISATION>> confirms that the Secondee has consented to Cumbria County Council transferring such information to Cumbria County Council's contacts outside the European Economic Area.

11. Confidentiality

- 11.1 <<SECONDING ORGANISATION>> shall:

During and after termination of this secondment agreement will not require the Secondee to disclose or divulge confidential information relating to Cumbria County Council that the Secondee may have had access to during the period of secondment.

During and after termination of the secondment agreement, use all reasonable endeavours to ensure that the Secondee does not disclose or divulge any

confidential information to any person without the prior written consent of Cumbria County Council.

Use its best endeavours to ensure that no person gets access to any confidential information from it, its employees or agents unless authorised to do so.

Inform Cumbria County Council immediately on becoming aware or suspecting that an authorised person has become aware of such confidential information.

11.2 Cumbria County Council shall:

Keep any confidential information relating to <<SECONDING ORGANISATION>> that it obtains as a result of the secondment confidential.

Not use or indirectly or directly disclose any such confidential information in whole or in part, to any person without the prior consent of <<SECONDING ORGANISATION>>.

Use its best endeavours to ensure that no person gets access to such confidential information from it, its employees or agents unless authorised to do so.

Inform <<SECONDING ORGANISATION>> immediately on becoming aware or suspecting that an authorised person has become aware of such confidential information.

12) Indemnity

Cumbria County Council will indemnify <<SECONDING ORGANISATION>> against:

- Any liability which <<SECONDING ORGANISATION>> incurs due to any injury or disease sustained by the Secondee during the period of secondment and arising out of and in the course of the Secondee's secondment under this Agreement.
- Any liability which <<SECONDING ORGANISATION>> reasonably incurs as a result of any claim by the Secondee for constructive dismissal and / or discrimination / harassment / victimisation arising out of and in the course of the Secondee's secondment under this Agreement. Before entering into a settlement or compromise with the Secondee, <<SECONDING ORGANISATION>> will give Cumbria County Council an opportunity to defend any such claim or to provide assistance to <<SECONDING ORGANISATION>> in defending, settling or compromising the claim as <<SECONDING ORGANISATION>> may reasonably require.
- A third party claim, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee during the secondment period.

13) Variation and Waiver

No amendment or variation of this secondment agreement will be effective unless it is in writing and signed by, or on behalf of, each of the parties to the agreement.

Signed:

Date:

Name:

Position:

*On behalf of Cumbria County Council
[Host and Receiving Organisation]*

Signed:

Date:

Name:

Position:

*On behalf of <<SECONDDING
ORGANISATION>>
(Employer and Seconding Organisation)*

Signed:

Date:

<<SECONDEE>> (Secondee)