

(CCC OUTWARD secondment)



SECONDMENT AGREEMENT - TERMS AND CONDITIONS

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

Parties to the Agreement (“the Parties”)

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

and

2. <<HOST, FULL POSTAL ADDRESS>>
(Host and receiving 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 **not** part of Cumbria County Council’s establishment and is **not** 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 Cumbria County Council 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. In such circumstances, full consultation will be undertaken in line with Section 5.3 of this agreement and the Council’s Managing Change Policy, Procedure and Guidance and Redundancy and Early Release Policy).
- 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 Cumbria County Council 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. Cumbria County Council 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)>>. <<HOST>> will notify Cumbria County Council of any change to these rates.

<<HOST>> 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 <<HOST'S>> rates and conditions.
- Reimbursement of the out of pocket expenses will ONLY be paid on production of receipts and completion and authorisation of <<HOST'S>> expenses claim form.

Where Cumbria County Council requires the attendance of the Secondee in connection with the work of the Council, reimbursement of travel and expenses will be made directly by the Council and will be in line with its Travel and Subsistence Scheme.

2.3 Reimbursement

<<HOST>> will reimburse Cumbria County Council for salary, employer's NI contribution and employer's pension contribution, plus any relevant allowances paid to the Secondee. The sum charged by Cumbria County Council will be subject to VAT at the current rate. Cumbria County Council will invoice <<HOST>> 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 Cumbria County Council.
- The Secondee is required to return to Cumbria County Council as a consequence of re-organisation / organisational review or for some other significant business need on the part of either organisation.

- The Seconded persistently fails or neglects to carry out the reasonable instructions of <<HOST>> in the performance of the secondment (to be effected through Cumbria County Council's usual codes of conduct and supervisory arrangements). In these circumstances Cumbria County Council will take action in accordance with its own capability and disciplinary procedures.
- The Seconded is subject to long-term absence management under the Council's relevant absence management procedures and is unable or unlikely to be able to undertake the requirements of the secondment.
- <<HOST>> reasonably believes that the Seconded's actions amounts to misconduct (to be effected appropriately and in line with the Council's Disciplinary Procedure
- The Seconded has implemented Cumbria County Council's grievance procedure in respect of issues arising out of their secondment to <<HOST>> and, in the event of their grievance being upheld, they may subsequently request termination of the secondment agreement in writing.
- Cumbria County Council and <<HOST>> agree to a request from the Seconded 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, Cumbria County Council 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 Seconded.

3.4 **Obligations following Termination**

On termination of the Secondment howsoever arising, and if <<HOST>> so requests:

1. Cumbria County Council shall use its reasonable endeavours to require that the Seconded shall,

and
2. the Seconded agrees that they shall:
 - deliver to <<HOST>> all documents and all copies thereof, whether on paper, computer disc or otherwise made, compiled or acquired by them the Seconded during the secondment and relating to the business or affairs of <<HOST>> or clients, customers or suppliers, and any other property of <<HOST>> which is in their possession, custody, care or control;
 - irretrievably delete any information relating to the business of <<HOST>> 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 <<HOST>>; 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 <<HOST>> to them

4) Application of Cumbria County Council Employment Policies and Procedures

- 4.1 As the Seconded remains an employee of Cumbria County Council, the provisions of the Council'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 <<HOST>> (subject to Section 4.3 if necessary).

[HOST may wish to add any specifics, Information Security requirements, DBS / Safeguarding, and "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 <<HOST>> 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, <<HOST>> 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 Cumbria County Council's Code of Conduct applying to all employees of the Council.

They will also abide by the standard of conduct set by <<HOST>> during the period of the secondment. Where differences exist between the Codes of Conduct then <<HOST>> 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 <<HOST>> will allow Cumbria County Council reasonable access to the Seconded to ensure that information regarding the employee's substantive employment is made available to them.

During the secondment, Cumbria County Council will take reasonable steps to ensure that the Seconded is kept up to date with any current issues and developments of the Council by way of newsletters, bulletins and other associated methods.

- 5.3 Cumbria County Council will be responsible for ensuring that the Seconded is able to contribute to any consultation concerning changes which may impact on the Seconded's substantive employment during the secondment. This may include attendance at consultation meetings with Cumbria County Council. <<HOST>> will allow the Seconded 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 Cumbria County Council requires the attendance of the Seconded at the Council or in connection with the work of the Council. The circumstances of such a requirement will be discussed with the Seconded and <<HOST>> 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 Seconded

- 6.1 **Supervision:** The Seconded will report to <<HOST'S NAMED LINE MANAGER>>, who will be the reporting 'Supervisor' for the period of the secondment.
- 6.2 Cumbria County Council shall continue to deal with any management issues concerning the Seconded during the secondment period, where relevant following consultation with <<HOST>>.
- 6.3 <<HOST>> shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to, giving witness evidence) to Cumbria County Council to deal with any serious management issues concerning the Seconded, whether under the Cumbria County Council's internal procedure or before any court or tribunal. (Cumbria County Council will reimburse reasonable costs and expenses incurred by <<HOST>> in doing so, subject to prior approval of Cumbria County Council.)
- 6.4 <<HOST>> shall have day-to-day control of the Seconded's activities but as soon as reasonably practicable shall refer any management issue concerning the Seconded to the attention of Cumbria County Council. Both parties shall inform the other as reasonably practicable if any significant matter arises during the secondment period relating to the Seconded or their employment.
- 6.5 The Seconded shall notify <<HOST>> 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 Seconded will be eligible to participate in <<HOST>> training and development activities relevant to the duties of the secondment; such training to be arranged and funded by <<HOST>>.
- The Seconded will be entitled to attend training and development activities organised by Cumbria County Council 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 Seconded will continue to be bound by their Written Statement of Terms and Conditions with Cumbria County Council. However, any specific working pattern will be agreed between the Seconded and the Supervisor as appropriate.

7. Continuity of Employment and Pension Provision

The secondment to <<HOST>> will not affect the continuity of employment of the Seconded with Cumbria County Council. Consequently, the Seconded will retain membership of the Local Government Pension Scheme (LGPS) (save where the Seconded has made alternative provision for pensions) and both the Seconded and Cumbria County Council 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 Seconded will retain annual leave, sickness and any other leave entitlements under their existing terms and conditions of employment with Cumbria County Council.
- 8.2 <<HOST>> can add/pay additional leave at their discretion which will not be charged to Cumbria County Council.
- 8.3 The Seconded will agree the taking and recording of annual and other leave which coincides with secondment days in the first instance with the Supervisor. <<HOST>> may wish to consider the relevant pro rata entitlement for the period of the secondment.
4. The Seconded will also inform Cumbria County Council of any leave taken as required within Cumbria County Council's existing terms and conditions of employment.
5. The Seconded 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 Seconded will also inform Cumbria County Council of their absence as required under the Council's relevant absence management policy.
6. The Seconded 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 <<HOST>>, 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 Seconded's absence to the HR Service Centre, Cumbria County Council.

9. Health and Safety

- 9.1 During the period of secondment <<HOST>> will be responsible in relation to the Seconded 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 <<HOST>> was the employer of the Seconded.

10. Information Security and Data Protection

- 10.1 The Seconded continues to be bound by the requirements of their Written Statement of Terms and Conditions of Employment with Cumbria County Council.
- 10.2 Cumbria County Council confirms that the Seconded has consented to <<HOST>> processing data relating to the Seconded 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 Seconded including, as appropriate:
 - information about the Seconded's physical or mental health or condition in order to monitor sick leave and take decisions as to the Seconded's fitness for work;

- the Seconded's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with the equal opportunities legislation;
 - the Seconded's membership of any trade union;
 - information relating to any criminal proceedings in which the Seconded 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 Cumbria County Council confirms that the Seconded has consented to <<HOST>> making such information available to those who provide products or services to <<HOST>> (such as advisers and insurers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of <<HOST>> or any part of its business.
- 10.4 Cumbria County Council confirms that the Seconded has consented to <<HOST>> transferring such information to <<HOST'S>> contacts outside the European Economic Area.

11. Confidentiality

11.1 Cumbria County Council shall:

During and after termination of this secondment agreement will not require the Seconded to disclose or divulge confidential information relating to <<HOST>> that the Seconded 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 Seconded does not disclose or divulge any confidential information to any person without the prior written consent of <<HOST>>.

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

11.2 <<HOST>> shall:

Keep any confidential information relating to Cumbria County Council 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 Cumbria County Council.

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

12) Indemnity

<<HOST>> will indemnify Cumbria County Council against:

- Any liability which Cumbria County Council 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 Cumbria County Council 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, Cumbria County Council will give <<HOST>> an opportunity to defend any such claim or to provide assistance to Cumbria County Council in defending, settling or compromising the claim as Cumbria County Council 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:
<i>On behalf of Cumbria County Council [Employer and Seconding Organisation]</i>	

Signed:	Date:
Name:	Position:
<i>On behalf of <<HOST>> (Host and Receiving Organisation)</i>	

Signed:	Date:
<<SECONDEE>> (Secondee)	