

Annex B: Draft secondment agreement

This Agreement is made between:-

1. The NHS Commissioning Board (known as NHS England) ("the Employer")

The xxxxxxxxxxxxxxxxx ("the Host")

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxx ("the Employee")

WHERE AS

(A) The Employee is employed by the Employer.

(B) The parties have agreed that, subject to the terms hereof, for the period from xxxxxxxxx to xxxxxxxxx, the Employee will provide his/her services to the Host as xxxxxxxxx pursuant to the terms of this agreement and the Employee agrees that his/her contract of employment shall be varied accordingly.

IT IS AGREED as follows:-

1. Duration

Subject to the terms hereof, this agreement is effective from xxxxxxxxx until xxxxxxxxx ("the Term").

Services to be provided and Obligations of the Parties

The Employer agrees to supply to the Host, for the duration of the Term, the services of the Employee to undertake the role of xxxxxxxxxxxxxxxxx.

The Employee agrees, for the duration of the Term, to provide the services to the Host. The Employee will comply with the Host's reasonable requirements and instructions as communicated to the Employee from time to time.

The Employee will report to xxxxxxxxxxxxxxxxx. The day to day direction and supervision of the Employee and his/her conduct and actions shall be the exclusive responsibility of, and at the risk of, the Host.

Nothing in this Agreement will be construed to have effect as forming or recording any relationship of employer and employee between the Host and the Employee and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

The Host will be responsible for providing the Employer with all relevant management information to enable the Employer to pay the Employee correctly and complete necessary returns (e.g. sickness, other absence, and reportable incidents/accidents).

The Host will authorise any travel (subject to only standard class travel tickets being booked), accommodation, telephone and other expenses in line with its own travel and expenses policies as apply from time to time and which are reasonably and properly incurred by the Employee over and above such expenses normally associated with the performance of her duties during the Term, these expenses to be countersigned by an authorised signatory and paid by the Employer in the normal way and these costs will then be recharged to the Host.

Variation of the Agreement

The Agreement may only be varied with the express written agreement of all the parties to it.

Termination of the Agreement

This Agreement will automatically terminate upon the expiration of the Term, or the prior termination of the Employee's contract of employment by the Employer. This Agreement may be terminated by the Employee at any time upon providing the Employer and the Host with a minimum of one months' written notice unless the parties otherwise agree to a shorter period.

This Agreement may be terminated by the Host at any time upon providing the Employer and the Employee with a minimum of one months' written notice unless the parties otherwise agree to a shorter period.

This Agreement may be terminated by notice in writing having immediate effect by either the Employer or the Host if any of the other parties hereto commits any material breach of its obligations under this Agreement.

The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination.

Indemnities

The Employee will remain employed by the Employer for the duration of his/her secondment to the Host. It is agreed that the Employer shall be

responsible for payment of the Employee's salary during the Term, together with all income tax liability and National Insurance or similar contributions in respect of any payment to the Employee for the provision of services by the Employee to the Host under this Agreement.

The Employer shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee insofar as it arises as a result of any act or omission on the part of the Host or any of its employees.

The Host shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee insofar as it arises as a result of negligence or any act or omission on the part of the Employer or any of its employees.

The Host shall indemnify the Employer against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Employer which are attributable to any act or omission by the Host or any other person for whom the Host is liable.

The Employer shall indemnify 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 the employment of the Employee during the Term, save that the Host shall be liable for 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 employee during the Term.

Place of work

The Employee's base during the Secondment shall be xxxxxxxxxxxxxxxxxxxxxxxx but he/she will be expected to deliver the Services at such locations as may be reasonably required by the Host.

Hours of work

The Employee will supply his/her services within the terms of his/her contract of employment.

Health and Safety

The Host shall be responsible for ensuring that the Employee observes its health and safety policies and procedures and maintains a safe method of working. The Employee will observe all reasonable safety instructions given to her from time to time by the Host.

Grievance, discipline and conduct standards

The Employee agrees that he/she will continue to abide by the NHS Managers Code of Conduct as amended from time to time.

All matters of grievance and discipline shall be dealt with by the Employer in accordance with its normal disciplinary procedures.

The Host agrees to co-operate fully with the Employer to resolve grievances raised by the Employee.

The Host undertakes to report to the Employer, at the earliest possible opportunity, all matters which may require disciplinary action by the Employer, and to participate promptly in any subsequent action which may be necessary.

Periods of leave

The Employee shall book all leave to which he/she is entitled with the Host.

In the event of sickness, the Employee shall notify both the Employer and the Host in accordance with the agreed procedure of each party.

Finances

The Employer will fund the cost of the secondment agreement until xxxxxxxxxxxx.

Information Governance and IM&T Security

During the course of his/her time with the Host, the Employee may acquire or have access to confidential information which must not be disclosed to any other person unless in pursuit of her duties under this Secondment Agreement.

Confidential information includes all information or material which is the property of the Host or which the Host is obliged to hold confidentially including, without limitation, lists or details of patients, information relating to the working of any process or invention carried on or used by the Host or any research projects, prices, discounts, mark-ups, future business strategy, marketing, tenders, any price sensitive information, and any proprietary information.

The Data Protection Act 1998 regulates the use of all personal information and includes electronic and paper records of identifiable individuals (patients and staff). The Host is registered in accordance with this legislation. If the Employee is found to have unlawfully used any information seen or heard whilst working with the Host, the Employee and the Employer, may face legal action. The Employee also understands that the Host has responsibilities under the Freedom of Information Act 2000 and in conducting itself in a transparent way as a public body.

The Employee therefore gives the following undertakings before commencing work with the Host:

12.4.1. The Employee understands that he/she continues to be bound by a duty of confidentiality and so agrees to adhere to the conditions within clause 17 of the Contract of Employment.

12.4.2. The Employee understands that he/she owes duties of confidence to the Host as set out in 12.1 to 12.2 of this Agreement.

12.4.3. The Employee understands it is his/her responsibility to comply with the requirements of the Data Protection Act 1998.

12.4.4. The Employee understands that given the Freedom of Information Act 2000 and the Cabinet Office Transparency Rules pay data relating to his/her may be published by the Host and Employer in line with those Rules.

The parties agree that none of these provisions prohibit the Employee from making a protected disclosure within the meaning of part IV of the Employment Rights Act 1996.

The parties agree that they will abide by and act consistently with the Equality Act 2010 in discharging their responsibilities under this Agreement.

I hereby agree to the above terms and conditions:-

Signed _____ Date: _____

Name: xxxxxxxxxxxxxxxxx ("**The Employee**")

I hereby agree the above conditions on behalf of the xxxxxxxxxxxxxxxxx ("**The Host**")

Signed _____ Date: _____

Name: _____

I hereby agree the above conditions on behalf of NHS Commissioning Board, known as

NHS England (**"The Employer"**)

Signed _____ Date: _____

Name: xxxxxxxxxxxxxxxxxxxxxxxxx