

Acting Up and Secondment Policy (R2)

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Date of Issue:	5 th April 2022	Next Review Date:	July 2022
Version:	1.2	Last Review Date:	April 2022
Author:	Recruitment and Temporary Staffing Manager		
Directorate:	People Directorate		
Approval Route			
Approved By: JCNC		Date Approved: NOV 2021	
Links or overlaps with other policies:			
Secondment Policy			
Pay Allowances Policy			
Management of Change policy			
Disciplinary & Appeals Policy			
Grievance and Disputes Policy			
Annual Leave Policy			
Fixed term contract Policy			
Equality and diversity policy			
Redeployment Policy			
Performance and development Review and Pay and progression policy			
Agenda for Change			

Amendment History

Issue	Status	Date	Reason for Change	Authorised
1.1	Approved	4 Nov 21	First draft	HR Advisor
1.2	Approved	5 April 22	Extended Review date	Staffside Chair

Rapid (E)quality Impact Assessment (EqIA) (for use when writing policies)

Policy Title (and number)		Acting Up and Secondment Policy	Version and Date	V1.2 5 th April 2022	
Policy Author		Recruitment and temporary Staffing manager			
An (e)quality impact assessment is a process designed to ensure that policies do not discriminate or disadvantage people whilst advancing equality. Consider the nature and extent of the impact, not the number of people affected.					
Who may be affected by this document?					
Patients/ Service Users <input type="checkbox"/>		Staff <input checked="" type="checkbox"/>	Other, please state... <input type="checkbox"/>		
Could the policy treat people from protected groups less favorably than the general population?					
<i>PLEASE NOTE: Any 'Yes' answers may trigger a full EIA and must be referred to the equality leads below</i>					
Age	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Gender Reassignment	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sexual Orientation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Race	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Religion/Belief (non)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Gender	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Pregnancy/Maternity	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Marriage/ Civil Partnership	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is it likely that the policy could affect particular 'Inclusion Health' groups less favorably than the general population? (substance misuse; teenage mums; carers ¹ ; travellers ² ; homeless ³ ; convictions; social isolation ⁴ ; refugees)					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please provide details for each protected group where you have indicated 'Yes'.					
VISION AND VALUES: Policies must aim to remove unintentional barriers and promote inclusion					
Is inclusive language ⁵ used throughout?				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	
Are the services outlined in the policy fully accessible ⁶ ?				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	
Does the policy encourage individualised and person-centered care?				Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>	
Could there be an adverse impact on an individual's independence or autonomy ⁷ ?				Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>	
EXTERNAL FACTORS					
Is the policy a result of national legislation which cannot be modified in any way?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
What is the reason for writing this policy? (Is it a result in a change of legislation/ national research?)					
Who was consulted when drafting this policy?					
Patients/ Service Users <input type="checkbox"/>		Trade Unions <input checked="" type="checkbox"/>	Protected Groups (including Trust Equality Groups)		<input checked="" type="checkbox"/>
Staff <input checked="" type="checkbox"/>		General Public <input type="checkbox"/>	Other, please state... <input type="checkbox"/>		
What were the recommendations/suggestions?					
Does this document require a service redesign or substantial amendments to an existing process? <i>PLEASE NOTE: 'Yes' may trigger a full EIA, please refer to the equality leads below</i>					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
ACTION PLAN: Please list all actions identified to address any impacts					
Action	Person responsible		Completion date		

Please contact the Equalities team for guidance: For Torbay and South Devon NHS Trusts, please call 01803 656676 or email pf.d.sdhct@nhs.net **This form should be published with the policy and a signed copy sent to your relevant organisation.**

¹ Consider any additional needs of carers/ parents/ advocates etc, in addition to the service user

² Travelers may not be registered with a GP - consider how they may access/ be aware of services available to them

³ Consider any provisions for those with no fixed abode, particularly relating to impact on discharge

⁴ Consider how someone will be aware of (or access) a service if socially or geographically isolated

⁵ Language must be relevant and appropriate, for example referring to partners, not husbands or wives

⁶ Consider both physical access to services and how information/ communication is available in an accessible format

⁷ Example: a telephone-based service may discriminate against people who are d/Deaf. Whilst someone may be able to act on their behalf, this does not promote independence or aut

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20. APPENDIX 1 – Acting Up AgreementError! Bookmark not defined.

21. APPENDIX 2 – Internal Secondment AgreementError! Bookmark not defined.

22. APPENDIX 3 - External Secondment Agreement.....Error! Bookmark not defined.

1. POLICY STATEMENT

- 1.1 The aim of this policy is to provide a framework to cover arrangements for secondments, both within the (Torbay and South Devon NHS Foundation Trust) (hereafter referred to as the Trust) and with external organisations within Devon ICS. The Trust fully supports such developmental opportunities for people at all levels and seeks to encourage everyone to develop their own skills and experiences through work.
- 1.2 The purpose of this policy is to ensure that acting up/secondment appointments are made on merit and within the timescales needed to ensure continuity and quality of service delivery. It is also an enabler to assist in succession planning and career development.
- 1.3 This policy also outlines the way in which arrangements will be paid, considering the entitlements and arrangements defined under the National Health Service Terms and Conditions of Service Handbook (NHS TCS).
- 1.4 The policy will be required to be supported by a completed Rapid Equality assessment form (see Appendix 1)

2. INTRODUCTION

- 2.1 The policy sets out the circumstances under which people may be offered acting up or secondment positions, and the payments and other arrangements which should be applied. Acting up and secondments, by their very nature are temporary appointments and subject to regular review. All arrangements must follow this policy and be confirmed in writing. In regards to secondments it should be noted that a change in duties may not automatically lead to a change in remuneration, however any change in remuneration will be in line with this Policy and NHS TCS.
- 2.2 Secondment opportunities can enable increased awareness and knowledge of other teams, departments and organisations, broadening employees' perspectives and allowing employees to develop transferable personal and professional skills. Secondments also enhance and encourage partnership working between departments within the Trust and with external organisations.
- 2.3 A secondment opportunity is likely to arise when a post needs filling for an anticipated fixed period of time, and sometimes can be extended. This could result from a number of reasons, such as:
 - The need for specialist input where internal expertise is not available
 - Cover for paternity/maternity, long term absence of the substantive post holder
 - The need for a time-limited specific piece of work to be completed, or to cover another secondment opportunity for another employee
 - A temporarily unfilled vacancy where there is work that needs doing, e.g. to cover a maternity or long-term sick leave or another secondment

- 2.4 A secondment opportunity may be beneficial to an individual employee and the Trust / external organisation for reasons that may include:
- To provide in-depth experience of working with different organisational cultures, structures and systems
 - To allow an individual to identify and develop a range of transferable personal/ professional skills and enable the knowledge and skills for the post to be developed
 - To enhance an individual's opportunity for career development
 - To allow an individual to acquire specialist knowledge/ expertise required by their own department
 - To form co-operative approaches from cross departmental organisation or joint working projects
 - To allow an individual to develop skills for adapting to and managing change in the Trust/ICS system
 - To increase awareness among departments and participating organisations of the current issues, projects and challenges of the Trust

3. DEFINITIONS

Secondment

- 3.1 A secondment is a situation where:
- An existing employee of the Trust is temporarily appointed to an alternative position either within the Trust (**internal secondment**) or to a post in another **host** organisation (**external secondment**)
 - An employee from another organisation is temporarily appointed to a role within the Trust
- 3.2 Secondments broadly occur in 3 different ways:
- An internal secondment within the Trust
 - A secondment from the Trust to a host organisation
 - A secondment of an individual from an external organisation to the Trust

Acting Up

- 3.3 Acting up occurs where an individual temporarily “acts up” in to an existing (higher Banded) position that is either temporarily or substantively vacant e.g. a Band 6 Deputy Ward Manager acting up in to a Band 7 Ward Manager role. The NHS TCS handbook details the remuneration arrangements for this.
- 3.4 **Secondee:** the employee taking up the secondment opportunity.

- 3.5 **Substantive Manager:** the manager of the employee who is being seconded.
- 3.6 **Host Employer/Manager:** the employer/manager during the period of the secondment.

4. SCOPE

- 4.1 This policy applies to all staff employed by this Trust), or jointly with another Trust within the ICS.

5. EQUALITY AND DIVERSITY STATEMENT

- 5.1 The Trust is committed to preventing discrimination, valuing diversity and inclusion and achieving equality of opportunity. No person (staff, patient or public) will receive less favourable treatment on the grounds of the nine protected characteristics (as governed by the Equality Act 2010): sexual orientation; gender; age; gender re-assignment; pregnancy and maternity; disability; religion or belief; race; marriage and civil partnership. In addition to these nine. The Trust will not discriminate on the grounds of domestic circumstances, social-economic status, political affiliation or trade union membership. Please see Appendix 1 Equality Impact Assessment document.
- 5.2 The Trust is committed to ensuring all services, policies, projects and strategies undergo equality analysis.

6. ROLES AND RESPONSIBILITIES

- 6.1 The Chief Executive of Torbay and South Devon NHS Foundation Trust will have overall responsibility for ensuring mechanisms are in place for the implementation, maintenance, monitoring and revision of this Policy.
- 6.2 The Trust's Human Resource Department will hold the responsibility for providing advice and guidance on the practical application of this policy for managers and its people. Updating of the policy will be in line with any statutory and NHS contractual amendments and the Trust's Human Resource Department will monitor compliance with the policy.
- 6.3 Substantive Managers play a key role in ensuring the success of secondments for the individuals involved, teams/departments and the organisation as a whole. Managers are responsible for:
- Giving equal consideration to all their staff when considering development opportunities
 - Ensuring all decisions regarding secondments are made consistently and equitably and the principles and guidelines within this policy are followed
 - Having an open and constructive discussion with the individual following a request to consider a secondment
 - Considering all requests for a secondment in a timely and reasonable manner

- Ensuring that any decision is balanced against the needs of the service and the needs of the individual
- Confirming in writing the reasons for their decision to the individual
- Completing appropriate documentation to ensure that the secondment is effectively managed through ESR as appropriate and link in with the recruitment/payroll teams
- Providing managerial and/or mentor support for people on secondment
- Maintaining regular contact with the individual and host manager and notifying them of any organisation change that would affect their substantive post
- Refer to NHS TCS and Management of Change policies and link in with People Business Partner
- Keep in touch with the individual throughout the whole secondment process (either formally or informally) in order to check the secondment is going well and to keep the secondee up-to-date with what is happening in their substantive department
- Debriefing the individual upon their return to work and providing refresher training and local induction as appropriate, ensuring all mandatory training and employment checks are up to date throughout the secondment process

6.4 Host Managers are responsible for:

- Ensuring that the principles and guidelines within this policy are followed
- Discussing and agreeing with colleagues and staff the purpose and practicalities of the secondment, to ensure all concerned understand and support the arrangements
- Complying with the terms and conditions of the secondment agreement
- Clarifying with the individual as to who they can look to for supervision or help
- Making sure the individual understands the general expectations of working practices and standards within the new department
- Ensuring that the individual attends any relevant statutory and/or mandatory training required for the role
- Arranging suitable local induction for the individual
- Regularly reviewing the individual's performance and monitoring any attendance and conduct issues, liaising with the substantive manager
- Communicate to the individual's substantive manager details of their performance against agreed objectives at regular intervals and at the end of the secondment
- During the secondment they are responsible for managing the individual's performance, attendance and their ESR account, if secondment is with an external host organisation the host manager needs to ensure absence and leave is reported to the substantive line manager
- Whereby a secondment is an internal secondment within the Trust, updating ESR with any sickness absence/annual leave/unpaid leave/parental leave and/or training undertaken during the secondment
- Notifying the substantive Line Manager of any changes to the secondment for example extension or early termination as soon as possible

- 6.5 Secondees are responsible for:
- Discussing and agreeing with their substantive Line Manager before they apply for the secondment
 - Providing sufficient information on their secondment application (see Appendix 2) and in discussion to enable the manager to make an appropriate decision
 - Recognising the demands of service provision and be prepared to constructively discuss alternatives or changes to their plans in order to balance their own wishes with the needs of the service
 - Ensuring they comply with and meet the terms and conditions of the secondment
 - Ensuring they adhere to the host employer's policy requirements
 - Maintaining contact with their line manager during the period of the secondment
 - Where applicable, maintain professional registration or other fundamental requirements affecting their role
 - Undertake refresher training and local induction as appropriate upon their return; ensuring all mandatory training is up to date
 - If annual leave is already booked when arrangements are being made, potential candidates for a secondment must take responsibility for informing the Host Line Manager so that time-scales can be planned accordingly
 - Keeping in touch with their substantive Line Manager (either formally or informally) in order to keep up-to-date with what is happening in their substantive department

All colleagues working in unfamiliar teams and settings should be appropriately supervised during their secondment and when delivering clinical care. They should have access to a clearly identified host manager who is competent to act in that role, supervise and who they can approach with any concerns. Individuals will also retain their substantive line manager during their secondment to ensure they are fully supported.

- 6.6 The host appointing manager, supported by Resourcing Hub is responsible for ensuring that pay decisions follow the principles of this policy.
- 6.7 The Host Resourcing Hub is responsible for:
- Co-ordinating the recruitment process in line with the relevant Trust's policies
 - Issuing secondment letter once the Host line manager has sent all of the paperwork to Recruitment for processing
 - Co-ordinating appropriate documentation for the Payroll Department
- 6.8 The substantive resourcing department is responsible for:
- Issuing a contract variation letter once the substantive new internal line manager has sent all of the paperwork to Recruitment for processing
- 6.9 Payroll are responsible for:
- Updating the employee details on ESR from receipt of the Secondment Agreement and monitor end dates of the secondment

7. ACTING UP SECONDMENTS APPOINTMENTS – GENERAL PRINCIPLES

- 7.1 An individual can only 'act up' into an **existing vacant** established position within the agreed structure and only by agreement with the Manager.
- 7.2 Acting up secondment appointments are used when moving an existing member of staff into a time limited vacant post of a higher grade, normally for a maximum duration of 6 months. Examples could be:
- To provide cover for a vacant post whilst it is being recruited into
 - To provide cover for a long-term sickness / maternity or substantial leave
- 7.3 Acting up does not usually occur where the more senior post holder is on holiday or otherwise absent for short periods of less than 6 weeks.
- 7.4 The period of acting up duration is normally for a period of not less than 6 weeks and not normally more than 12 months.
- 7.5 Extension to the 12-month time limit should only occur in the following circumstances and should not be longer than a total duration of 23 months.
- The vacant post has been appointed to and the extension is to cover the notice period of the successful applicant
 - The planned return of the existing post holder has been unavoidably delayed
 - The department is undergoing organisational change and it would not be appropriate to recruit substantively until the change process is completed
 - The department is required to cover maternity leave
- 7.6 If you take up duties in your current department an agreed acting up allowance will be payable during the acting up period. as set down in the Trust's terms and conditions. The extra duties should be evaluated against the employee's current job description and appropriately awarded.
- 7.7 The terms and conditions applying to the new post of a higher band will apply to the individual acting up into that position for the duration of the acting appointment.
- 7.8 There may be an occasion when an individual is required to undertake a project for an agreed period of time but there is no existing or up to date AfC job description in place to describe the temporary increase in responsibilities. In the event that this is the case then the line manager will need to complete the appropriate documentation ahead of any secondment agreement for the Trust for review of Banding see Appendix 3 This Application would not be applicable for additional work/duties which fit within the current level of responsibilities.
- 7.9 Secondments are supported for periods of normally up to 12 months as stated in 7.4 above. Secondments can be extended in exceptional circumstances and with the agreement of the substantive and host managers in conjunction with their senior managers. Where a longer secondment is planned it may be necessary for an individual to relinquish their original position with the Trust in order that their post can be appropriately filled in their absence to ensure service continuity. In the event the secondees substantive position subsequently no longer exists/ is at risk due to

organisational change the Trust's (or organisation) Organisational Change Policy will apply.

8. ACTING UP SECONDMENT APPOINTMENTS – PROCEDURES FOR APPOINTMENT

- 8.1 The appointing line manager must publicise the opportunity appropriately and consider all suitable employees. Guidance can be sort from the Resourcing Hub.
- 8.2 All suitable candidates should be made aware of the acting up opportunity and afforded an informal interview with the appointing line manager. This ensures that all appropriate individuals have an opportunity to express their interest.
- 8.3 Where two or more candidates meet the requirements of the vacant post the manager is encouraged to consider sharing the opportunity in order to give suitable staff the experience of working in the higher position.
- 8.4 Where this is appropriate it should be shared on a rotation of not less than 1 month's (4 weeks) duration.
- 8.5 Acting up secondment arrangements will be confirmed in writing by the appointing line manager.
- 8.6 The appointing line manager is responsible for completing a Change of Circumstances form to notify Payroll of any pay / terms and conditions changes.
- 8.7 The Trusts Resourcing Hub is responsible for issuing secondment paperwork.

9. EXTERNAL SECONDMENT APPOINTMENTS – GENERAL PRINCIPLES

- 9.1 External secondment opportunities are available to individuals that are employed by the Trust on a substantive basis with 12 months or more service.
- 9.2 In limited circumstances where it is of benefit to the Trust consideration will be given to secondments of substantive individuals with less than 12 months service.
- 9.3 The period of the external secondment should be for a period of not less than 6 weeks and not more than 12 months. Extensions to this period will only be considered in exceptional circumstances and with the full agreement of the substantive line manager and individual.
- 9.4 If an extension to a secondment is granted, a new secondment agreement must be completed and signed by all parties if the secondment is extended the extension should not normally exceed 23 months.
- 9.5 Discussions should take place at least to the relevant notice period of the individual before the end of the secondment to review whether the secondment post still exists and whether there is a permanent post, fixed term contract or the post is no longer

required. Where the return is not straight forward it is recommended that the manager meet with the member of staff to have this discussion.

- 9.6 Individuals will return to their substantive position at the end of the secondment unless there are exceptional circumstances.
- 9.7 The individual's substantive manager must liaise with the Trusts HR Department in the event of organisational change affecting an individual's substantive role during the period of the secondment. The individual's substantive manager will be responsible for supporting the individual through this process.
- 9.8 All details relating to the external secondment should be confirmed in writing to both the manager and individual, supported by the host organisation in liaison with Resourcing Hub and issue letter using Appendix 4 Approval of Application for Secondment and Appendix External Secondment Agreement.
- 9.9 External secondments that relate to a period of employment outside the NHS would need to be considered and approved by the NHS Pensions Agency, on an individual basis, if there was a wish for the service to be regarded as continuous and reckonable for pension purposes. In such cases the individual should discuss this with the Trust's (or organisation) Pensions Manager before the secondment is agreed.

10. EXTERNAL NHS EMPLOYEES SECONDING INTO THE TRUST

- 10.1 Where the secondment opportunity has been advertised externally and an individual applies who is not a Trust employee the host manager must ensure that:
- The individual has discussed this opportunity with their substantive manager and employer and that they are supportive of these arrangements
 - The individual understands that if successful the individual will remain an employee of their substantive employer and not of (insert relevant title of trust or organisation) and that on completion of their secondment they will return to their substantive employer
 - A Secondment Agreement is signed to formalise any offer (this would normally be provided by the substantive employer to be signed by the host manager). Managers should liaise with (insert relevant resourcing dept) prior to signing any external secondment agreement
 - The host manager will agree any financial arrangements with the substantive employer regarding reimbursement of salary costs/expenses for the duration of the secondment
 - The host manager must liaise with the (insert relevant resourcing dept) in the event of any External Secondment into the Trust
 - Individuals will remain on their substantive organisation's payroll & ESR

11. TRUST EMPLOYEES UNDERTAKING A SECONDMENT WITH ANOTHER NHS EMPLOYER

- 11.1 As an existing substantive employee of the Trust an individual who is seconded to another NHS organisation retains the employment rights afforded by continuous employment with the Trust throughout the period of the secondment.
- 11.2 An individual has the right to apply for a secondment opportunity with another NHS organisation but the Trust as the employing organisation reserves the right to refuse such a request where it would be deemed detrimental to the service.
- 11.3 The individual must have a detailed discussion with their substantive manager prior to accepting any secondment offer if preservation of employment rights are to be continued.

The substantive line manager and individual will discuss:

- The impact on service if the post holder is appointed
- How the service will be covered during their absence
- The duration of the secondment
- The right to return to either their existing job or to another of equal value
- The skills and experiences gained by the individual which may be useful when returning to their substantive/similar position
- The individual's Appraisal and Personal Development Plan

Notes will be taken of this discussion and a copy of the recommendations and decisions will be given to the individual and placed on their personal file

- 11.4 If the individual is appointed the substantive manager is responsible for ensuring that the host manager and secondee have signed and returned a copy of the External Secondment Agreement form (see Appendix 3) prior to the commencement of the secondment
- 11.5 The salary paid to the individual will be that as determined by the host organisation

12. GENERAL TERMS AND CONDITIONS FOR SECONDMENT

- A secondment represents a variation to the original contract of employment. A secondment Agreement, which sets out the agreed changes should be fully completed. This will be co-ordinated by the Recruitment team and agreed by the employee and both the Host Line Manager and the substantive Line Manager See Appendix 5
- All Terms and Conditions of employment will not be varied during a secondment, except Base, Role and remuneration, the date of commencement of the secondment and duration

- Appraisals, supervisions, objective and personal development plan setting should still take place (see Performance and Development Review and Pay Progression policy). This would be completed with the host manager who updates the substantive line manager
- There will be no change in conditions of Lease Car users during secondments within the Trust. The individual will retain the vehicle during the period of the secondment and will continue to make the necessary payments as per the Lease Car Agreement. It will, however, be necessary to agree who will pay the employer subsidy, i.e. the costs to be shared or carried by the Host or substantive department (*delete this paragraph if it does not apply*)
- The individual should be paid the salary at the band for the secondment Post i.e. they should be paid at the first salary point on the band of the secondment post which will give them a pay rise where individuals are seconded to a higher pay banded post. Their incremental date will stay the same if the secondment is for 6 months or less in accordance with the NHS TCS. A secondment to the same pay band will not attract any increase
- If the secondment is longer than 6 months, a new incremental date will be set as at one year from the date of secondment. When the secondment is completed the individual returns to their original pay band and their salary will consider any incremental dates and pay that would have been applicable had the secondment not taken place
- Employees are not entitled to claim any enhancements that do not form part of the 'new role' during a secondment
- Work related expenses e.g. mileage expenses incurred during the secondment will be paid by the Host Department/Trust (or organisation). For external secondees coming in to the Trust they should claim work related expenses via their own originating organisation

13. ENDING OF ACTING UP AND SECONDMENTS ARRANGEMENTS

- 13.1 At the end of the acting up or secondment the individual will return to their substantive post or agreed post on their substantive salary and terms and conditions.
- 13.2 The Trust or the individual has the opportunity to end the acting up or secondment early giving the appropriate notice in line with the notice period appropriate for the post unless there are exceptional circumstances. This will be in writing.

14. PERFORMANCE IN ACTING UP AND SECONDMENT ARRANGEMENTS

- 14.1 The host manager responsible for the acting up/secondment position shall ensure that the individual is aware of his/her role and responsibilities. The host manager is responsible for providing guidance and support and will provide appropriate supervision to provide an opportunity for the individual to discuss their performance in

the role. Any acting up or secondment arrangements are subject to satisfactory performance.

- 14.2 Any performance issues that are of concern and ongoing after an opportunity to improve has been provided, should be discussed between the substantive and host manager and actions mutually agreed.

15. PILOTING NEW ROLES

Pilot roles are a test of change, in essence seconding into a potential new role with no contractual changes. Pilot roles support innovation and are a development opportunity, usually for a period of up to 6 months.

Prior to progressing with a pilot role, the recruiting manager should contact their Resourcing Lead to discuss creating this test role and involve the Finance Department to obtain financial approval for the pilot. The recruiting manager should also liaise with staff side, providing a draft job description and appropriate indicative matching to a band. They should then undertake an appropriate selection process, advertising the pilot role as an expression of interest to an internal team within the Trust or Department. An appropriate pool or group of candidates should be identified for the pilot role, as agreed with the Resourcing Lead.

A decision is made as to whether the role will become permanent in advance of the period of the pilot role ending. Consideration for the job description content should be undertaken and would need to go through Agenda for Change process and then advertised in line with Trust Policy.

16. SUBSTANTIVE EMPLOYMENT

- 16.1 Appointment to a vacant post on an acting up/secondment basis must not automatically be converted into a substantive appointment, unless the role was advertised potentially leading to permanent.
- 16.2 In order to make the post substantive it will need to be advertised (internally to the Trust as a minimum as a vacancy and be subject to the normal recruitment and selection procedures.
- 16.3 The duration of the acting up/secondment period should be considered, but credit for this experience must be proportionate.
- 16.4 Where additional duties are required to become a permanent addition to the post holders work, a revised job description and job specification must be written and submitted for matching.
- 16.5 If an individual is moved into a higher pay band as a result of the temporary duties becoming permanent then the pay should either be set at the minimum of the new pay band or if this would result in a no pay increase (by reference to basic pay plus the

temporary pay allowance previously received) the first pay point in the band which would deliver an increase in pay or which was similar to the pay received whilst on a temporary pay allowance.

17. TRAINING AND AWARENESS

- 17.1 Advice and support will be provided by the Trust's Resourcing Hub to support staff and managers in adhering to this policy and their understanding of dealing with acting up arrangements and secondments of any kind.
- 17.2 The Trust's Resourcing Hub will raise awareness of this policy through the publication of information on (insert where information can be found or a link to the relevant information) and to advise staff of changes to the policy through the staff bulletin and ratification processes.

18. REFERENCES

- 19.1 Refer to Recruitment and Selection Policy

19. CONTACT DETAILS

- 19.1 Any queries regarding this policy should be directed to the Resourcing Hub:
- People Team Hub Advice Line – 01803 655754 (ext. 55754).
 - Or tsdft.humanresources@nhs.net

Please refer to Appendix 7 for flow chart for recruitment process for internal applicant and Appendix 8 for flow chart for the recruitment process for an external applicant

20. MONITORING, AUDIT AND REVIEW PROCEDURES

- 20.1 This policy will be monitored and audited on a regular basis. A full review will take place annually by the People Directorate unless legislative changes determine otherwise.

APPENDIX 1 – APPLICATION FOR SECONDMENT

Section One: To be Completed by the Applicant

Title: Mr/Mrs/Miss/Dr. _____		
Last Name _____	First Name _____	
Post _____	Band _____	Pay Point _____
Contract Hours _____	Working Pattern _____	
Department _____	Service Delivery Unit _____	
Contact Numbers: Home _____	Mobile _____	
Email Address _____		
Home Address _____		

Secondment Details		
Post _____	Band _____	Pay Point _____
Pay Allowances _____		
Name of Host Employer _____	Dept. _____	
Period of Secondment From: _____	To: _____	

Please identify how this secondment will contribute to your personal and professional development and how it will enhance your role and benefit the Trust.

Section Two: To be completed by the Line Manager

Name		
Position		
Do you Approve this application?	YES <input type="checkbox"/>	No* Please give details <input type="checkbox"/>
Reasons application is denied		
Signed		Date:

To be completed by Associate Medical Director (for medical and dental)

Name		
Position		
Do you Approve this application?	YES <input type="checkbox"/>	No* Please give details <input type="checkbox"/>
Reasons application is denied		
Signed		Date:
Copy to be retain on the personal file with additional copy sent to Payroll		

APPENDIX 3 - Job Evaluation Form

This application is NOT applicable for additional work/duties which fit within the current level of responsibilities, see below*.

POSTHOLDER DETAILS	
NAME OF POSTHOLDER:	
JOB TITLE & CURRENT BAND:	
MATCHED AFC JOB REPORT REF:	
DEPARTMENT:	
EMAIL ADDRESS:	
TELEPHONE NO:	
LINE MANAGER DETAILS	
NAME OF LINE MANAGER:	
JOB TITLE:	
DEPARTMENT:	
EMAIL ADDRESS:	
TELEPHONE NO:	

To support the request for review due to additional temporary responsibilities outline the specific additional responsibilities on the attached proforma.

You must attach a copy of the current job description, person specification and Agenda for Change Job Reference Number.

Please indicate which factor(s) have increased as a result of the additional temporary responsibilities and provide details of the additional responsibilities that will be undertaken.

<p>Please describe the reason and requirement for the temporary responsibilities to be undertaken, the expected duration and how this will be reviewed.</p>

	RELEVANT JOB INFORMATION
1. Communication & Relationship skills	
2. Knowledge, Training & Experience	
3. Analytical & Judgements	
4. Planning & Organisation	
5. Physical Skills	
6. Responsibility for Patient/Client Care	
7. Responsibility for Policy/Service Development	
8. Responsibility for Financial & Physical Resources	
9. Responsibility for Human Resources	
10. Responsibility for Information Resources	
11. Responsibility for Research & Development	
12. Freedom to Act	

13. Physical Effort	
14. Mental Effort	
15. Emotional Effort	
16. Working Conditions	

*In the event that the outcome of the job matching review based in the above is that the current banding remains applicable, then consideration to assist the post holder with these temporary additional responsibilities with additional resources.

DECLARATION:

I confirm that the information on this form is correct.

Line Manager’s signature:

Full Name:

Date.....

I authorise the request for a review the additional responsibilities.

*Authorising Manager’s signature:

Full Name:

Date:

If approved, completed and signed form should be forwarded to tsdft.agendaforchange@nhs.net

***Authorised signatories:**

- **ISU Associate Director of Operations**
- **ISU Associate Director of Nursing & Professional Practice**
- **System Leaders**
- **Executive Directors**

APPENDIX 4 – Letter Approval of Application for Secondment

Dear

I am writing further to your request to take a Secondment, to confirm that your application has been approved. This offer is in accordance with the terms and conditions set out in the Trust's Secondment policy, which you agreed to abide by during the course of your secondment.

The individual details of your secondment are as identified in the attached Internal/External [delete as appropriate] Secondment Agreement.

Please ensure that you read the enclosed agreement and return a signed copy to me keeping a copy for your own records.

May I take this opportunity to wish you well in your forthcoming secondment.

Yours sincerely

Appendix 5 Internal Agreement Secondment

1. Personal Details of Secondee		
Name:		
Job Title:		
Service Business Unit:	Dept:	
Band:	Pay Point:	Contracted Hours:
2. Secondment Details		
Job Title:		
Service Business Unit:	Dept:	
Band:	Pay Point:	Contracted Hours:
Period of Secondment	From:	To:
3. Funding Arrangements		
Please Specify		
4. Agreement (please tick appropriate boxes)		
<input type="checkbox"/> The applicant will return to their substantive post after the secondment <p style="text-align: center;">OR</p> <input type="checkbox"/> The applicant will return to equivalent post on no less favourable terms and conditions		
5. Conditions of Secondment		

<p>5.1 Individuals will be entitled to return to a post with no less favourable terms and conditions of service. In some circumstances it may be feasible to offer a return to the substantive role.</p> <p>5.2 Where a secondment is for 12 months or less the Trust will endeavour to facilitate the individual's return to their substantive post. Where this is not possible then the Trust will endeavour to offer a post at a similar pay band and responsibility to that held before the secondment, taking into account the employee's experience, achievements and qualifications.</p> <p>5.3 If there are no suitable posts available immediately then the Trust will seek to find appropriate duties for a period not exceeding 3 months to enable time to find a suitable alternative. In circumstances where a post is offered at a lower pay band than the substantive post held before the secondment, pay protection arrangements will not apply. In accepting the post the employee does so on the terms and conditions of the role offered.</p>
<p>6. Professional Registration</p>
<p>6.1 It is a condition of the secondment that (if applicable) you maintain your registration. If you fail to do so, or another absolute requirement for your role, you will forfeit your right to return to your former role, and then the Trust will consider this a breach of contract and reserves the right to terminate your employment without notice. You will be required to provide evidence of your registration before you return to work.</p>
<p>7. Secondment Agreement Signatures</p>
<p>I confirm my agreement to the secondment in accordance with the conditions set out above and for the period stated.</p> <p>Employee's signature: _____ Date: _____</p>
<p>I agree to release this employee to undertake the secondment for the agreed period stated above.</p> <p>Line Manager's signature: _____ Date: _____</p> <p>Name: _____</p>
<p>I agree to accept this employee for secondment for the agreed period stated above.</p> <p>Signature: _____ Date: _____</p> <p>(Manager responsible for the secondment post)</p> <p>Title: _____</p>

One copy personal file
One copy employee

Appendix 6 External Agreement Secondment

External Secondment Agreement

This agreement is issued as a supplement to and should be read in conjunction with a current contract of employment and sets out the terms and conditions on which Torbay and South Devon NHS Foundation Trust second the under mentioned.

Name:

Name of Employer: Torbay and South Devon NHS Foundation Trust (hereinafter referred to as the “Trust”.)

Title of Secondment Post:

Organisation seconded to: *name* (hereinafter referred to as the “host”.)

Managerially accountable to in the Host: *name* (hereinafter referred to as your “Manager”)

Professionally accountable to in the Host: (if different – *Job Title*)

1 Period of Secondment: from ... to ...

Upon expiry of this secondment period you will return to the Trust on your substantive terms and conditions of employment.

(If the post will not or may not exist at the end of the secondment period then alternative arrangements will be necessary. Managers should liaise with HR before agreeing to the secondment).

The secondment may be ended before this time at the absolute discretion of the Host by the giving of ... months’ notice to the Trust and secondee.

2 Hours of Work

Whilst on secondment your normal hours of work will be ... hours per week (excluding meal breaks). The Host reserves the right to vary these hours following consultation with you.

As a condition of this secondment you may be asked to work additional hours by the Host to meet the demands of the service. Your Manager will determine arrangements for payment and additional payments will be borne by the Host.

3 Duties and Location

You will normally be based at However, as a term of your secondment you may also be required to work at or from any other of the Host’s establishments or at such other location as is required for the proper performance of your duties or your continuing personal or professional development.

In addition to your normal duties during the secondment, you may be required to undertake various other duties within your competence beyond the confines of your normal role.

4 Remuneration

Your salary during the period of secondment will be £.... per annum. Your pay review date and the basis for that review will be as per your substantive contract with the Trust unless otherwise agreed.

5 Annual leave

Whilst on secondment all annual leave has to be booked with and agreed by the Host. Your annual leave entitlement will be as per your contract of employment.

Whilst on secondment the public holidays recognised by the Host will apply and your entitlement to paid public holidays will be as per your contract of employment.

6 Notice periods

In the event you decide to resign from your employment with the Trust during the period of the secondment you will still be required to give the Trust the period of notice as detailed in your contract of employment.

7 Pension

Membership of the NHS Pension Scheme is not affected by this secondment and, if you are a member of the NHS Pension Scheme, contributions will continue to be deducted from your salary in accordance with the normal rules of membership.

8 Sickness or Other Absence

For the duration of the secondment you will be expected to comply with the Host's local sickness absence reporting arrangements. However the Trust's Maximising Attendance Policy will still apply.

In all other respects, the Trust's normal policies on absences from work will apply.

9 Discipline

In the event that an issue arises that needs to be dealt with under the disciplinary policy, the Trust's Disciplinary Policy and procedure will apply.

10 Grievance Procedure

In the event that an issue arises that needs to be dealt with under the grievance procedure, you should raise this with your Manager in the Host. If the grievance cannot be resolved informally then the Trust's Grievance Policy will apply.

11 Personal and Professional Development

It is agreed that you will take responsibility for your continuing professional development whilst on secondment to ensure you maintain a high standard of professional competence and conduct, taking into account the recommendations of your professional association. The Host will wish to support your continuing development and you should regularly review your personal development plan with your Manager, who will advise on the support available

In addition to any mandatory/statutory training, you will be expected to undertake training and development activities either deemed by the Host to be necessary for the discharge of your duties whilst on secondment and/or as identified in your appraisal / personal development plan and agreed with the Trust.

12 Professional Registration

(Registered Healthcare Professionals) For posts which require you to be a practicing clinician, your employment is conditional upon you being registered with your professional body and the Trust and Host will require periodic proof of continuing registration from you. Failure to maintain registration may lead to dismissal, subject to the Trust’s disciplinary procedures, although before taking any such action the Trust would give due regard to the circumstances involved.

(Doctors and Dentists only) Whilst the Trust does not require you to subscribe to a medical defence organisation, you are advised to maintain medical defence membership in order to ensure that you are covered for any work which does not fall within your NHS employment with the Trust.

13 NHS Indemnity – Clinical Negligence

During your period of secondment the Host takes direct responsibility for costs and damages arising from clinical negligence where the Host is vicariously liable for the acts and omissions of its staff. Indemnity does not cover any private work or “Good Samaritan” acts you undertake, whether or not this work is on the Trust’s premises, and you are advised to ensure you have professional liability cover before undertaking any such work. Indemnity does not apply to actions of an unprofessional or potentially criminal nature.

Signed (on behalf of the Trust) Date.....
Name..... Designation

Signed (on behalf of the Host) Date.....
Name..... Designation

I confirm that I have received a copy of this document and agree to being seconded on the terms and conditions specified.

Signed (by the employee) Date.....

Appendix 6.1 – External Secondment Agreement

THIS AGREEMENT is made on XXXXXXXXXXXX

B E T W E E N:

(1) Torbay & South Devon NHS Foundation Trust ("the Trust");
of Regent House, Regent Cl, Torquay, TQ2 7AN
and

(2) XXXX (name of seconded organisation/host employer)
and

(3) XXXXXXXX of XXXXXXXXXXXXXXX ("the Secondee")

WHERE:

(A) The Secondee is, and throughout the duration of this Agreement shall remain, employed by the Trust under the Service Agreement.

(B) The parties have agreed that the Secondee shall be seconded to the XXXX upon the terms and conditions set out in this Agreement.

1. Definitions and interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:
"Secondment Period" shall mean a period of XXXXXXXX year commencing on XXXXXX.
Secondee shall be the individual being seconded.
Host Employer shall refer to the organisation that the secondee is being seconded too.

1.2 The headings in this Agreement shall not affect its construction or interpretation.

2. Equality & Diversity Statement

2.1 By way of signature to this agreement XXXX (insert name of host employer) confirms that they operate effective equal opportunities and anti-harassment policies and is compliant with all equality legislation.

2.2 Affording the secondee protection from discrimination and mistreatment whilst carrying out his/her secondment duties.

3. Secondment

3.1 Subject to the termination provisions contained in clause 16, the Trust agrees to second the Secondee to XXXXX(insert name of Host Employer) for the Secondment Period.

3.2 During the Secondment Period, the Secondee will remain employed by the Trust under the NHS terms and conditions, which shall remain in force.

3.3 Notwithstanding clause 2.2, whilst undertaking work for the Host Employer, the Secondee shall be subject to the terms and conditions set out in this Agreement (save as expressly stated otherwise) and be under the day to day operational management of XXXXX but shall remain subject to the overall control of the Trust.

4. Duties

4.1 During the Secondment Period, the Secondee shall perform the duties of a XXXXXXXXXXXXXXX and their base shall be XXXXXX. A full job description should be provided.

4.2 In addition, the Secondee shall carry out all reasonable instructions given by the Host Employer during the Secondment Period and shall use the Secondee's best endeavours to promote the interests of (insert name of secondment organisation).

4.3 When undertaking duties on behalf of the Host Employer, the Secondee will be required to comply with (but also entitled to benefit from) the host employer's operational policies and procedures relating to staff. The Secondee will be advised of these policies and procedures upon commencement of the Secondment Period.

5. ACCOUNTABILITY

5.1 The Secondee will be accountable to such members of staff as are designated in the job description.

6. REMUNERATION

6.1 In consideration for the Secondee carrying out the duties under this Agreement, the Secondee shall receive a salary of £XXXXXX per annum payable to the Secondee on such days and in such manner as provided for under the NHS Contract of Employment.

6.2 The Secondee shall receive this salary directly from the Trust together with any additional remuneration due to the Secondee under the NHS Contract of Employment and XXXXX (insert name of Host Employer) shall reimburse the Trust in accordance with the provisions of clause 6.4.

6.3 The Trust shall be responsible for administering all payments in respect of the Secondee's salary and benefits including making appropriate deductions for tax and national insurance contributions.

6.4 Subject to receiving from the Trust a monthly invoice in respect of the duties carried out by the Secondee on behalf of the Host Employer during the previous month, XXXXX (insert name of Host Employer) agrees to pay to the Trust an amount equal to the gross remuneration paid by the Trust to the Secondee in respect of the Secondee carrying out the duties under this Agreement. Such payments shall be exclusive of VAT but shall include: -

6.4.1 The gross pro rata salary referred to in clause 6.1;

6.4.2 National Insurance contributions payable by the Trust in respect of the Secondee's salary;

6.4.3 A proportion of any statutory or contractual sick pay;

6.4.4 A proportion of any maternity, paternity or adoption pay;

6.4.5 A proportion of any pension contributions due under the NHS Contract of Employment.

6.5 The sums payable under this clause shall accrue on a day-to-day basis and shall be payable by the XXXX at monthly intervals, commencing one month from the start date of the Secondment Period.

6.6 Upon the termination of this Agreement, all sums then due and owing by the XXXX (insert name of Host Employer) shall be paid immediately to the Trust.

7. SALARY SCALES AND INCREMENTS

7.1 The Secondee will be paid on the salary scale XXXXXX and incremental progress will be in accordance with XXXXX.

8. Secondary Employment

8.1 During the Secondment Period, the Secondee may continue to undertake work for the Trust on a part-time basis at the same or different band (providing that such work does not interfere in any way with the Secondee's duties to the Host Employer under this Agreement).

9. EXPENSES

9.1 Subject to clause 9.2, the XXXXXX (insert name of Host Employer) shall refund to the Secondee all reasonable travelling expenses (excluding travel to and from work) and other expenses necessarily incurred by the Secondee in the exercise of the Secondee's duties on behalf of the them during the Secondment Period.

9.2 Payment of expenses shall be made in accordance with the XXXXX rates and procedures and, if required, shall be dependent upon the Secondee producing proper invoices or other evidence of expenditure incurred.

10. HOURS OF WORK

10.1 The Secondee's hours of work are XXXXXXXX per week, the pattern of which shall be agreed between the Secondee and the Secondee's Line Manager.

11. HOLIDAYS

11.1 The holiday year shall be April to March.

11.2 The Secondee shall be entitled to paid holiday in proportion to the percentage of full-time hours worked for the Host Employer, in addition to public holidays, during each holiday year of the Secondment Period.

11.3 Such holiday entitlement forms part of the Secondee's total holiday entitlement under the NHS Contract of Employment and is not an addition thereto.

11.4 The timing of such holiday leave must be agreed with the Secondee's relevant Manager who will consider both individual preferences and operational requirements.

12. SICKNESS

12.1 In the event of absence on the grounds of sickness or injury the Secondee (or someone on the Secondee's behalf) must inform their line manager within the Host Employer of the reason for the absence. The host employer will advise the Secondee's Trust Manager of the absence.

12.2 In all other respects the Secondee will be required to comply with the Trust's Absence policy, a copy of which will be made available to the host employer.

12.3 Copies of medical certificates submitted by the Secondee to host employer, are to be sent to the Secondee's Trust manager.

13. INFORMATION

13.1 The XXXXXX (insert name of Host Employer) shall provide the Trust with all such information as the Trust may reasonably require in respect of the duties, which the Secondee performs, and the experience, which the Secondee gains during the course of Secondment Period.

13.2 The XXXXX (insert name of Host Employer) shall maintain records regarding the Secondee's conduct and performance and shall report to the Trust in respect of:

13.2.1 Any absence due to sickness or injury;

13.2.2 Details of alleged misconduct and any disciplinary action proposed to be taken;

13.2.3 Details of any performance-related concerns and any action proposed to be taken or agreement reached with the Seconded in this respect.

13.3 Notwithstanding the provisions of clause 12, the Trust shall immediately inform the host employer if the Trust receives notice that the Seconded shall be absent from work on any grounds.

14. PERFORMANCE AND APPRAISAL MONITORING

14.1 The XXXXX (insert name of Host Employer) shall:

14.1.1 Co-operate with the Trust to appraise and monitor Seconded Staff in accordance with the Trust's performance and appraisal policies and practices (for the avoidance of doubt, the XXXXX(insert name of Host Employer) will be responsible for the appraisal and monitoring of Seconded Staff during the Seconded Period);

14.1.2 Respond to any request from the Trust for a written report of any reportable staff incident concerning any Seconded Staff and meet with the Trust to discuss the content of such reports;

14.1.3 Provide copies of any appraisal of any Seconded Staff to the Trust for the maintenance of the staff personnel file.

15. DISCIPLINE

15.1 Subject to Clause 15.2 below, The Trust shall be responsible for taking any necessary disciplinary action against any Seconded during the secondment period. In this regard:

15.1.1 The XXXXX(insert name of Host Employer) shall notify the Trust in writing of the details of any circumstances, which they consider may result in disciplinary action being taken in respect of any Seconded. The Trust in conjunction with the seconded Organisation shall investigate the matters raised by the Host Employer in accordance with the Trust's disciplinary policy and procedures and the Host Employer agrees to provide the Trust with such co-operation as the Trust may reasonably require.

15.1.2 If the Trust considers that the matter should be dealt with under the Trust's disciplinary policy and procedures, the Trust shall notify the Host Employer in writing as soon as reasonably practicable and the Host Employer agrees to provide the Trust with such cooperation as the Trust may reasonably require. The Trust shall consult the Host Employer and its views shall be given proper consideration prior to the imposition of any disciplinary sanction, which shall be the sole decision of the Trust. The Host Employer will be notified of any action to be taken.

16. GRIEVANCE PROCEDURE

16.1 The Trust in conjunction with the Host Employer shall be responsible for dealing with any grievance raised by the Seconded in accordance with Trust Policies. The Trust shall investigate the matters raised in such

grievance and take such measures as are required in accordance with the Trust Policies. The Host Employer shall provide the Trust with such co-operation as the Trust may reasonably require.

17. TERMINATION

17.1 This Agreement shall automatically terminate if the Secondment Agreement is terminated before the expiry of the Secondment Period.

17.2 During the Secondment Period the XXXXX (insert name of Host Employer) may terminate this Agreement by giving three months' notice if: -

17.2.1 The Secondee fails to carry out the reasonable instructions;

17.2.2 The Secondee is guilty of gross misconduct (as interpreted by the Trust in accordance with its disciplinary rules and procedures);

17.2.3 The Secondee is convicted of a criminal offence (excluding a road traffic offence for which the Secondee is not sentenced to a term of imprisonment; subject to clause 17.2.2.

17.3 Any of the three parties to this Agreement may terminate it for any reason by giving to the other parties not less than three months' notice in writing.

18. REDUNDANCY

18.1 In the event that the Secondee is transferred back to the Trust and no further employment in the Trust can be identified, the XXX (insert name of Host Employer) will bear all/part/none (delete as appropriate) of any redundancy costs.

The following should be included where an agreement has been reached that the Host Employer will bear part or all of any potential redundancy cost

18.2 The liability for redundancy costs will be linked to the length of time of the secondment to the XXXX(insert name of Host Employer) as well as the extent to which the Secondee has been undergoing a full or part time secondment. The redundancy costs will be based on the individual's entitlements within the current NHS provision at the time of employment termination, including any associated final salary payments.

19. INTELLECTUAL PROPERTY

19.1 You will be required to abide by the current 'Framework and Guidance on the Management of Intellectual Property within the NHS'.

19.2 If at any time in the course of the Secondee providing assistance to the Host Employer in performing the Services under this Agreement, the Secondee makes or discovers or participates in the making or discovery of any Intellectual Property Rights relating to or capable of being used in the business of the Host Employer of which the Trust or the Host Employer becomes aware (and if the Host employer becomes aware of such it shall inform the Trust as soon as reasonably practicable) then in so far as it may lawfully so do and at the cost of the Trust, the Host Employer shall as soon as reasonably practicable disclose such details of such Intellectual Property Rights as the Trust may reasonably require to the Trust and insofar as it may lawfully so join with the Trust to negotiate a licence to exploit, develop, produce, market and sell things incorporating such copyright,

design and patent rights in respect of Intellectual Property Rights created by Secondee in the course of providing assistance to the University in performing the Services under this Agreement in all parts of the world (subject to the host employer right to use the Intellectual Property Rights free of any charge in respect of the Services). The Trust and the host employer undertakes, during a period of six months after either party notifies the other of the existence of the intellectual property or the desire to exercise the option (whichever shall first occur) not to negotiate or in any other way discuss or collaborate with any other person regarding a licence, assignment or any other co-operation related to the intellectual property in question. If during such six (6) months' period the Trust or the host employer does not indicate that it wishes to negotiate for such licence or indicates that it does not so wish then the Trust or the Host Employer shall be free to exploit the Intellectual Property Rights itself or conclude such commercial arrangements with others as it wishes.

20. INDEMNITY

20.1 The XXXX(insert name of Host Employer) hereby agrees to indemnify the Trust from and against all liabilities, costs and expenses in connection with or as a result of any claim or demand by the Secondee arising from any act, fault or omission of the XXXX(insert name of Host Employer) in relation to the Secondee during the Secondment Period.

21. CONFIDENTIAL INFORMATION

21.1 The Secondee accepts that during the Secondment Period, the Secondee will be exposed to confidential information and accordingly agrees to treat said information as secret and confidential and not during the Secondment Period, nor at any time after the Secondment Period, for any reason, to disclose or permit to be disclosed to any person or otherwise make use or permit to be made use of, any information which the Secondee knows or ought reasonably to know to be confidential.

21.2 The Secondee further agrees that upon termination of this Agreement for whatever reason, the Secondee shall deliver up to the XXXX(insert name of Host Employer) all property belonging to the host employer and all documents (including copies) of whatsoever nature made or compiled by, or delivered to, the Secondee during the Secondment Period and concerning the business, finances or affairs of the host employer.

22. DATA PROTECTION

22.1 In order to administer the working relationship under this Agreement, the XXX (insert name of Host Employer) will need to collect and maintain personal information about the Secondee. In addition, the Trust and the host employer will need to pass to each other, information concerning the Secondee's conduct and performance. By entering into this Agreement, the Secondee will be deemed to give the Host Employer and the Trust express authorisation to do that.

22.2 The XXXX(insert name of Host Employer) undertakes: -

21.2.1 To protect any information which it keeps and which is personal to the Secondee, safe from unauthorised access;

21.2.2 To check that such information is accurate and up-to-date from time to time;

21.2.3 To use such information only for the purpose of administering the working relationship under this Agreement.

23. MISCELLANEOUS

23.1 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

23.2 The benefit and burden of this Agreement may not be assigned or sub-contracted in whole or in part by either party without the prior written consent of the other parties.

23.3 This Agreement shall be governed by and interpreted in accordance with English laws and the parties submit to the jurisdiction of the English courts and tribunals.

Signed for and on behalf of the Trust

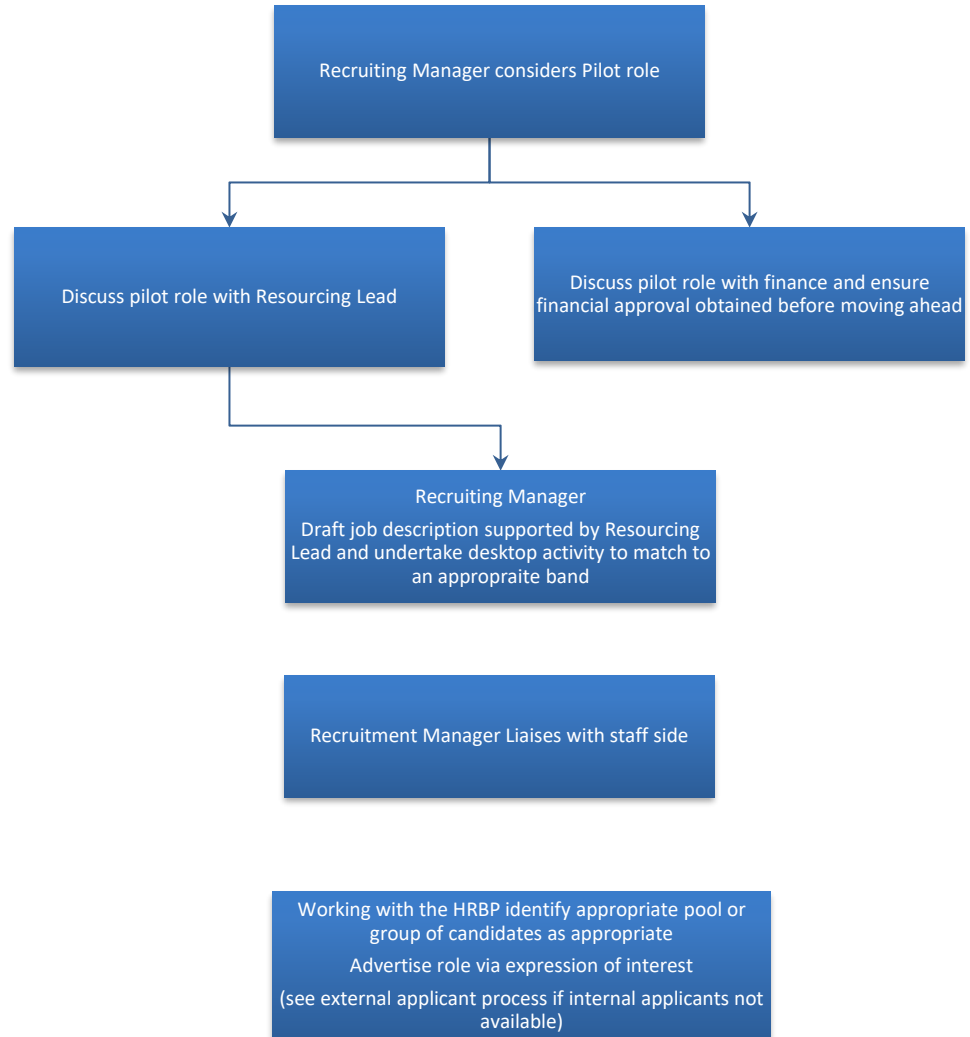
Name (print)
Post (print)
Dated

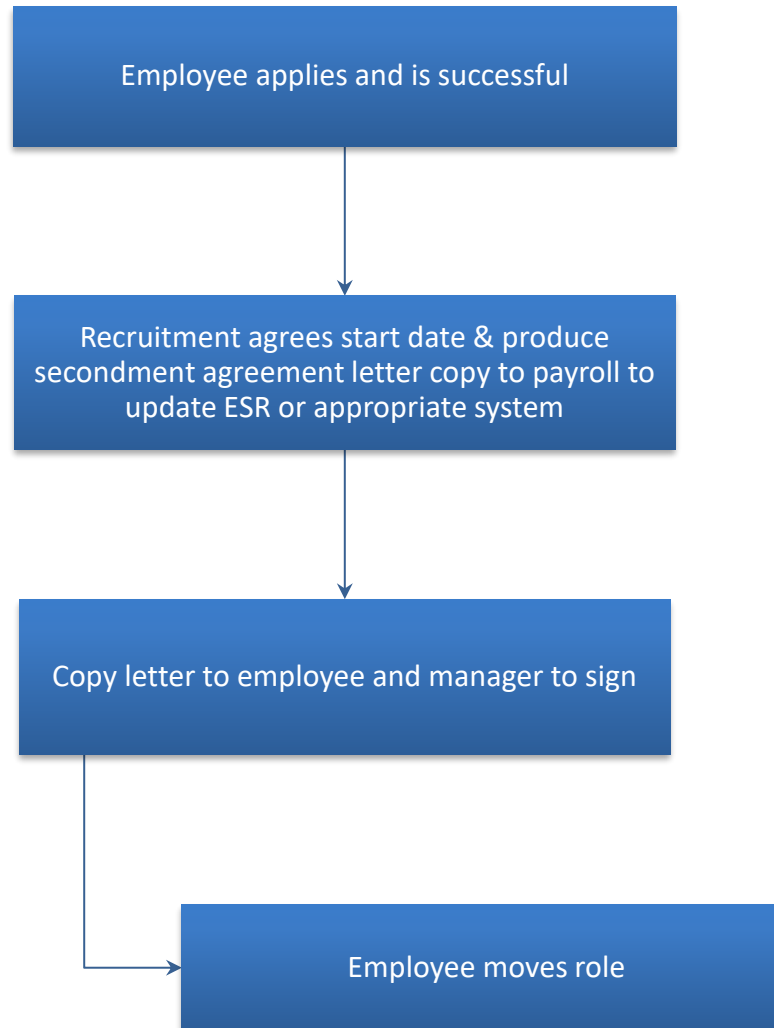
Signed for and on behalf of (insert name of Host Employer)

Name (print)
Post (print)
Dated

Signed by the Secondee **Dated:**
Name (print)

APPENDIX 7: INTERNAL APPLICANT SECONDED TO ROLE IN FLOWCHART





APPENDIX 8: EXTERNAL APPLICANT SECONDED TO ROLE IN FLOWCHART

