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| http://bfwnet/departments/logos/logos/Blackpool Teaching Col.gif | |
| **EXTERNAL SECONDMENT AGREEMENT** | |
| **Name** |  |
| **Secondment Job Title** |  |
| **Name of Host Organisation** |  |
| **Accountable to (name and title of Host manager)** |  |
| **Professionally accountable to (if different from above)** |  |
| **Period of secondment** | From: To:  Upon expiry of the secondment you will have the right to return to your substantive role or, if this cannot be held open, an equivalent post on no less favourable terms and conditions.  Where it is not possible for you to return to your substantive role due to organisational change your line management must ensure that you are fully consulted with in line with relevant Trust policies and procedures. If you become at risk, the relevant policies will apply.  There will be no automatic right to return to a substantive role when a secondment lasts for longer than 12 months. This will be determined through discussion as per the Secondment policy. |
| **Hours of Work** | Whilst on secondment your normal hours of work will be …… hours per week (excluding meal breaks) [the full time standard hours for this post are …….]. 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/time off in lieu and additional payments will be borne by the Host. |
| **Employer** | Whilst on secondment you will remain an employee of Blackpool Teaching Hospital. Your existing terms and conditions (including continuity of service) will apply. |
| **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 for 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. |
| **Remuneration** | For the period of your secondment your salary will be £…. per  annum pro rata, which is within pay band……, point….. Your pay review date and the basis for review will be as per the Trust  Secondment Policy. Where appropriate, you will be entitled to  any additional payments as agreed with the host. The Trust will  continue to pay your salary and related benefits which will be  cross charged to (*insert host Trust).*  (If applicable)The Payroll Department have been advised to send your payslip to your home address for the duration of your secondment |
| **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. |
| **Notice Period** | 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. |
| **Sickness 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 Sickness Absence Policy will still apply. In all other respects, the Trust’s normal policies on absences from work will apply. |
| **Employee conduct and performance** | Any concerns regarding your conduct and /or performance will be brought to your attention by you host manager and if necessary be dealt with in accordance with the appropriate Trust policy, e.g. Disciplinary, Performance Management, Sickness Absence. |
| **Employee concerns** | In the event that an issue raised needs to be resolved under the  grievance procedure, you should raise this with your host  manager. If the grievance cannot be resolved informally, then the Trust’s Grievance Procedure will apply |
| **Personal and professional development** | Professional development whilst on secondment to ensure you  maintain a high standard of professional competence and  conduct. The host will support your continuing development and  you should regularly review your personal development plan  (PDP) with your manager who will advise on the support  available. In addition to any mandatory/statutory training, you will be expected to undertake learning and development activities either deemed to be necessary for the discharge of your duties whilst on secondment and /or as identified in your Appraisal and agreed with the Trust |
| **Professional Registration** | If your substantive post requires you to be registered with a  professional body you must continue to maintain your registration even if your proposed secondment is to a post where such a requirement is not necessary. Failure to maintain registration could lead to dismissal, subject to the Trust’s Professional Registration and Disciplinary Policies. |
| **Indemnity for professional/medical negligence** | Professional indemnity rests with the host employer, therefore  you are advised to maintain medical defence membership where appropriate in order to ensure that you are covered for any work that falls outside your NHS employment with the Trust.  During your secondment the host takes direct responsibility for  costs and damages arising from clinical negligence where the  host is vicariously liable for acts and omissions of its staff.  Indemnity does not cover any private work or ‘good Samaritan’  acts you may wish to undertake whether or not this is on the  host’s premises and you are advised to ensure that you have  professional liability cover before undertaking any such work.  Indemnity does not apply to actions of an unprofessional or potentially criminal nature. |
| **Health and Safety** | Under the Health and Safety at Work Act you have a duty to take reasonable care of the health and safety of yourself and that of others who you come into contact with at work. Whilst on  secondment, you must familiarise yourself and comply with the  host’s Health and Safety at Work Policy. In addition, you have a  responsibility to co-operate with the host’s management and  others in meeting statutory requirements. Neither the Trust nor  the host accepts any responsibility for damage to or loss of your  personal property whilst at work or elsewhere. |
| **Confidentiality** | During the course of your employment you may have access to Confidential Information relating to patients, visitors, other members of staff and the Trust’s business (including but not limited to the Trust’s business dealings, accounts, finances, trading, software, know-how, suppliers, and contractors)**.** For the purpose of this clause, Confidential Information means any information not in the public domain. You are required to preserve the confidentiality of any such information and not disclose it to any party other than those authorised by the Trust to receive such information. This obligation shall continue indefinitely even if you leave the Trust’s employ. A breach of this obligation of confidentiality will be regarded as gross misconduct and as such may be grounds for dismissal, subject to the provisions of the Disciplinary Procedure. |
| **Standards of Business Conduct**  **(see CORP/POL/358)** | **Declaration of Interest** - you must declare any controlling or  significant financial interest held by you or any close  relative/associate/friend in any organisation which may compete for a contract to supply either goods or services to the Trust or the host during the period of your secondment. All such interests must be declared by submission of a Declaration of Interest Form. . Failure to comply with this requirement may lead to disciplinary action being taken. In addition you must not compete against the Trust or the host to provide goods or services to a third party during the period of your secondment. This restriction applies to you in a personal or professional capacity and also to any organisation in which you hold a controlling or significant financial interest. Failure to comply with this requirement will normally be regarded as gross  misconduct and will normally lead to disciplinary action being  taken against you.  **Accepting or offering improper inducements** - you should not accept gifts, hospitality or any other benefit other than of a token nature from any person or business with whom you are involved during the period of your secondment with the host.  Modest hospitality and articles of low intrinsic value, such as diaries or calendars or small tokens of gratitude from patients or relatives may be accepted where refusal is likely to cause offence to the donor. In any case you must seek the advice of your manager. Under no circumstances should monetary gifts be accepted. It is also agreed that you will not offer any benefit whether financial or in kind to any other party (other than promotional items approved by the Trust or host) |
| **Staff ID and personal appearance** | You will be required to comply with the host’s procedures in respect of uniform/dress/badges. |
| **Other employment** | You are advised not to engage in other employment that may conflict with your secondment or be detrimental to it. You must inform your host line manger if you think you may be risking conflict of interest in this area |
| **Keeping in touch and return to work arrangements** | The following arrangements will apply (*insert agreed*  *arrangements*). At the end of your secondment there will be a debriefing meeting to evaluate the secondment and discuss arrangements for your return. |
| **NHS Indemnity** | 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 may undertake, whether or not this work is on the Host’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. |
| **Special Conditions** | Ie eligible for travel expenses |
| **Signed** (on behalf of the Trust) ………….…………………… **Date**…………………..  **Name** ………………………………………… **Designation**:………………………………….  **Signed (on behalf of the Host)** ………………………….… **Date**…………………...  **Name** ………………………………………… **Designation**…………………………………..  I confirm I have received a copy of this document and agree to being seconded on the terms and conditions specified.  Signed (by the employee)……………………………… Date ……………………….  Name (capital letters) ……………………….…………………...  Copies: Managers x 2, Secondee  Payroll, Personal File | |