Secondment Agreement Template

Dear [insert 1]

Secondment – [insert 1]

I am writing to set out the arrangements for [insert 1]’s secondment to [insert 2].

Employment status

[insert 1] will be seconded to the [insert 2], but will remain an employee of [insert 3] for the duration of the secondment.

Duration

The secondment will begin on [insert 4]. The secondment is expected to last until [insert 5], when [insert 1] will return to her substantive post within [insert 3]. The secondment period will be subject to review after [insert 6] months.

Termination of the secondment prior to expiry of this period will be subject to discussion and consultation between [insert 3, 2 and 1], and be subject to one month’s notice from either party (except where this notice period may vary for reasons described below).

Duties

[Insert 1] will be working on an intervention helping to [insert summary of work].

Salary and expenses

The [insert 2] will pay for all of [insert 1]’s current salary of [insert annual salary] (plus on costs) for the period of the secondment.
The [insert 3] will be responsible for [insert 1’s salary, plus employers on costs and will invoice the [insert 2] on a quarterly basis. The invoice should be sent to [insert contact’s name and address].

**Travel and subsistence**

Expenses incurred by [insert 1] on work related matters whilst on secondment will be paid by the [insert 2], where applicable.

**Hours of work**

[Insert 1] will work for [insert agreed weekly working hours]. A reasonable degree of flexibility is required from [insert 1], however, in order to fulfil the demands of the post. The degree of flexibility will be commensurate with the level and nature of the post.

**Work location**

[Insert 1] will be based at [insert temporary base] for the duration of the secondment, but will be expected to attend meetings elsewhere as required.

**Pay review**

Details of any pay reviews, which may be applicable to [insert 1] during her secondment, will be notified direct to [insert 2] by [insert 3] during the period of the secondment.

**Annual leave**

[Insert 1]’s annual leave plus statutory days under their contract with [insert 3] will remain unchanged. [Insert 1] will agree the timing of leave to be taken with [insert 2].
**Sickness absence**

In the event of any sickness absence, normal [insert 3] rules apply under the original contract.

Sickness absence should be reported in the first instance to [insert name of line manager at the body providing the secondment], however notification rules for [insert 3] still apply.

Long term sickness absence (in excess of one month) or continued intermittent absences, may result in the secondment arrangement being reviewed.

**Conduct**

[insert 1] will be subject to the [insert 2]’s policies for staff, and will be expected to abide by their conditions and procedures. In the event of any allegation of a serious breach of conduct, the early termination of the secondment may be sought. [Insert 3] as the employer will be responsible for taking such action as may be deemed necessary under the relevant disciplinary procedures in the event of any alleged breach of conduct.

**Health and safety**

The [insert 2] has a health and safety policy under which it accepts its responsibility under the relevant legislation. This includes ensuring, so far as is reasonably practicable, the health, safety and welfare of all employees and other persons working at or visiting its sites. However, the formal employer of any person on loan retains their duties to that individual as required by the Health & Safety at Work etc. Act 1974 and any subordinate legislation.
Sections 3 and 4 of the Health & Safety at Work etc. Act 1974 are particularly relevant in respect of any person who is not an employee of the [insert 2] but is working at the [insert 2] on secondment. The [insert 2] therefore accepts its responsibility to ensure health, safety and welfare of these persons.

The [insert 2] will ensure that any person provided with the opportunity to work within the organisation is inducted in the proper way. The induction includes the health and safety policy and an explanation of the safety rules and all evacuation procedures in place within the [insert 2].

**Contact point**

The contact point at the [insert 2] will be [insert]. The contact at [insert 3] is [insert].

Signed: _________ Date: ________

[insert 1]

Signed: _________ Date: ________
On behalf of [insert 3]

Signed: _________ Date: ________
On behalf of [insert 2]

**Notes**

Inserts:

1. Name of person to be seconded.
2. Name of body to which person is being seconded.
3. Name of authority from which person is being seconded.
4. Date secondment starts.
5. Date secondment concludes.
6. Review period.

Miscellaneous

This example is for a full-time secondment.