

Secondment Policy and Procedure

Reference Number:	This will be applied to all new ICB-wide PPSs by the Governance and Corporate Affairs Team and will be retained throughout its life span.
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Name of reviewer and title:	Theresa Nelson, Chief People Officer, ICB
Department:	Corporate Office

VERSION HISTORY

Date	Version	Changes made to previous version	Consulting and Endorsing Stakeholders, Committees / Meetings / Forums etc.

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1. Introduction

- 1.1. This policy facilitates the secondment of NHS Coventry and Warwickshire Integrated Care Board ('ICB') staff both internally within the ICB and externally within the wider NHS, and exceptionally with non NHS Bodies. It is also designed to facilitate the secondment of staff from other ICBs and other NHS organisations to take up a secondment where available within the ICB, for the mutual benefit of both organisations.
- 1.2. A secondment may assist with individual development needs as a result of an appraisal or Personal Development Review or be arranged to undertake project work where specific skills or specialist knowledge are required.
- 1.3. The ICB also recognises the need for employees to provide temporary cover for vacant posts or posts which need to be covered for a limited duration. The ICB is committed to equality of opportunity for all staff and will apply this principle in recruitment and selection. Therefore, all secondments will be advertised. This policy seeks to enable development opportunities during the acting-up arrangement or the term of the secondment.
- 1.4. This policy sets out the circumstances under which staff may be offered secondment opportunities and highlights the procedures to be followed, including the payments and other arrangements which must be applied.
- 1.5. All arrangements, whether internal or external secondments, must comply with the principles and procedures outlined in this policy, and must be confirmed in writing. Appendix 1 is a template letter confirming the Secondment to the employee. A Secondment Agreement, including the schedule of details covering the secondment, is provided as Appendix 2. A Secondment Agreement must be completed in all cases.
- 1.6. Secondments by their very nature are temporary appointments and will be established in each case for a fixed term period.

2. Principles

3. Responsibilities

3.1. Line Manager Responsibilities

- To ensure that employees are aware of the Secondment Policy, its principles and the procedure outlined in this document.
- To apply the policy and its procedure correctly, ensuring the fixed term nature of each secondment is made clear to individuals who apply, to integrate the secondee into the relevant service team, and support their development during the secondment.
- For managers who are accountable for managing the secondee it will be their responsibility to outline at the start what their objectives are for the duration of the secondment. Managers must also conduct performance reviews/appraisals in line with local Organisation policies.
- To seek HR advice where any clarification is needed over the policy and its application.

- To ensure all HR/Electronic Staff Record system (ESR) documentation is completed and recorded on ESR, and to keep copies of appropriate written documentation, including the secondment agreement.

3.2. **Employee Responsibilities**

- To read the policy and be aware of the principles and procedure contained within this document.
- To engage with any action taken in line with the policy

3.3. **Human Resources Responsibilities**

- To assist managers in the fair and consistent application of the policy.
- To provide advice to employees and managers concerning any issues raised over policy content.

4. **Procedure**

Requesting Internal Secondments within the ICB

- 4.1. Where a Department within the ICB identifies that a secondment opportunity exists, consideration should be given to the length of the secondment, any training required and the skills set or specialist knowledge required of staff undertaking the secondment.
- 4.2. Where the purpose of the secondment is to complete a specific task/assignment/project then a Job Description and Person Specification must be prepared and submitted for Job Evaluation to determine the appropriate pay band for the secondment post.
- 4.3. Where a secondment is intended to be advertised and filled internally, the initiating manager must ensure that the transfer of another ICB employee to the vacancy will not compromise the business of the service from where the individual is to be appointed. Therefore, the initiating manager must liaise with the line manager of the individual selected for transfer, and it would be expected that the contractual notice period of the individual would apply from the point of selection to the date of the secondment commencing to allow time to back fill the vacancy created. This may be varied by agreement between the managers. However, particular attention should be given to situations where more than 2 secondments arise as a consequence of the initial secondment.
- 4.4. In tandem with 4.3 above, where the individual undertaking a secondment wishes to terminate the secondment before its intended end date, they must provide their contractual notice to the host manager and their line manager for their substantive job in order to facilitate any arrangements for their return to their substantive role.
- 4.5. In all cases, secondment opportunities will be advertised in line with the ICB's Recruitment policy. Therefore, the relevant authorised approval forms for filling a vacancy will be required in all cases. At least one reference should also be sought, and this should normally be from the employee's current line manager.
- 4.6. There is no explicit obligation on the manager to release an individual, but proper consideration

should be given to such a request. Any refusal to allow an individual to uptake a secondment opportunity should be carefully considered and the potential long term benefits to the ICB should not be overlooked. An explanation should be given to the employee if a request is turned down.

- 4.7. If the secondee is from an external NHS or non-NHS organisation, the line manager hosting the secondment must liaise with that organisation to facilitate an agreement and agree what parameters will be applied to it, detailing very clearly what funding arrangements have been agreed. Advice may be obtained from HR within the ICB at any time.
- 4.8. Once agreed between the two organisations, Human Resources may be contacted for advice and to facilitate an agreement and agree what parameters will be applied to it.

Secondments of ICB staff to External Organisations

- 4.9. Where an individual manager is approached by an external NHS or non-NHS organisation regarding a secondment opportunity for an employee, contact should be made with Human Resources. The opportunity may be advertised depending on the nature of the request. If the secondment is feasible, Human Resources will facilitate the agreement between all parties involved.
- 4.10. Where an employee wishes to pursue a secondment opportunity with another organisation, they should approach their manager indicating that they have applied or wish to apply for an external secondment.
- 4.11. Agreement must be reached on how the secondee/placement individual's salary will be paid and which body will be responsible for meeting any additional expenses such as travel and subsistence allowances.
- 4.12. During the period of the secondment the individual's Terms and Conditions will remain the same and continue to be subject to ICB policies and procedures. Any exceptions to this will be agreed in advance between the host organisation, the secondee and the ICB.
- 4.13. Secondees are responsible for reporting any reasons for absence directly to both the external organisation and their employing ICB in accordance with their own absence management policies.
- 4.14. Whilst on any secondment employees will continue to accrue annual leave entitlements and be permitted to take annual leave to their entitlement limit with the agreement of the host organisation. Where an employee takes a period of Maternity Leave during the course of the secondment accrual of annual leave entitlements will continue to apply.

Funding Arrangements

- 4.15. Prior to the secondment taking place the appropriate manager(s) must liaise with Human Resources and ICB Finance to agree who will be funding the secondment and how the payment arrangements are to be facilitated. Depending on the individual agreements, it may be appropriate to submit an HR Change Form for an internal secondment or arrange for a debtors invoice to be raised if an individual is seconded from an external organisation.
- 4.16. Where the grade of the secondment post is higher than the grade of the employee's substantive post, the full salary cost will be paid by the ICB and recovered from the host organisation. On return to the ICB the employee will revert to their substantive grade and salary.

Working Arrangements

- 4.17. For the duration of the secondment or work placement the individual will be required to comply with the working/cover arrangements of the department or host employer. Any request or requirement to

exceed/reduce their contractual working hours will be subject to agreement at the initiation of the secondment and the conditions of Working Time Regulations.

Communication

- 4.18. When a secondment is confirmed, it must be agreed by all parties that three-way communication between the secondee, host organisation and the employer is maintained.
- 4.19. Any secondee from the ICB must be kept informed of and consulted about any organisational change that takes place during their period of secondment.

Termination or Extension of Secondment

- 4.20. A request for an extension of an existing secondment should be considered in accordance with the needs of the service and be mutually agreed by all parties and confirmed in writing. If an extension is refused, an explanation should be given to the employee.
- 4.21. The secondment may be terminated by either party in writing with the appropriate or previously agreed notice period.

Secondment resulting in Permanent Appointment

- 4.22. As a full recruitment process should be carried out for all secondments (under Paragraph .5), the individual may be offered the post should it become permanent.

5. Appeal

- 5.1. An employee may use the Grievance Procedure if they feel that they have been treated unfairly in relation to application of this policy.

6. Email management during absence.

- 6.1 Line managers should consider that if an NHSmail account password is not changed within 90 days the account will be disabled, after a further 90 days the account is deleted. Therefore email accounts for staff on long-term absence need to be managed to ensure they are not deleted as part of this automated inactive account deletion process. The line manager should contact IT prior to the first 90 to ask them to ensure the email account is not disabled.

7. Data Protection

- 7.1. In applying this policy, the Organisation will have due regard for the Data Protection Act 2018 and the requirement to process personal data fairly and lawfully and in accordance with the data protection principles. Data Subject Rights and freedoms will be respected and measures will be in place to enable employees to exercise those rights. Appropriate technical and organisational measures will be designed and implemented to ensure an appropriate level of security is applied to the processing of personal information. Employees will have access to a Data Protection Officer for advice in relation to the processing of their personal information and data protection issues”.

8. Equality

- 8.1. In applying this policy, the ICB will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

9. Monitoring and Review

- 9.1. The application of this policy and procedure will be monitored by the Human Resources team, and the policy and procedure formally reviewed every 3 years in conjunction with ICB's Board. Where review is necessary due to legislative change, this will happen immediately.

10. APPENDIX 1

ICB LOGO AND HEADED PAPER

Personal – To be opened by Addressee Only

NAME

ADDRESS

Date

Dear

SECONDMENT TO THE POST OF - (JOB TITLE)

I am pleased to confirm that it has been agreed your secondment to the above role will commence/continue for the period (START DATE) to (END DATE).

A Secondment Agreement has been drawn up (copy enclosed) which all three parties to the secondment will be required to sign.

Your salary for the period of the secondment whilst undertaking the duties will be based on an annual salary of **£XXX per annum**.

Please note you will need to ensure that both your hosted and substantive line manager are aware of any unplanned absences, and agree to any annual leave you wish to book. Expenses should continue to be submitted for approval to your substantive line manager, although your host line manager will need to sign to confirm they are a true record. All other terms and conditions remain unchanged.

If you have any questions in relation to this Secondment Agreement please do not hesitate to contact me.

Yours sincerely

(Signing for and behalf of Chief Officer)

Prepared by

11. APPENDIX 2 - SECONDMENT AGREEMENT

SCHEDULE 1 - SPECIFIC CONDITIONS OF EMPLOYMENT

1	Date this agreement is prepared:	
1a	Effective start date of this agreement:	
2	Host's Name and Address:	
2a	Host's Contact Telephone Number:	
3	Employee's Name:	
3a	Employee's Address:	
3b	Employee's Contact Telephone Number:	
4	Substantive Job Title:	
5	Date current contract of employment issued:	
6	Continuation Date of this Secondment:	
7	Termination Date of this Secondment:	
7a	Notice for early termination:	
8	Job Title:	
9	Duties of the post:	
10	Hours of Work:	
11	Base:	
12	Your Pay Band:	
13	Your Salary:	
14	Line Managers during secondment:	
	Name of ICB Signed by the ICB Name: Date:	

SECONDMENT AGREEMENT

The details of this AGREEMENT are contained in Schedule 1 above.

BETWEEN:

1. The NHS [INSERT NAME] Integrated Care Board (ICB) in Schedule 1 ("**the Employer**")
2. "**The Host**" is detailed in Schedule 1, Section 2 above.
3. "**The Employee**" is detailed in Schedule 1, Section 3 above.

BACKGROUND

- (A) The Employee is employed by the Employer under a contract of employment ("the Employment Agreement") detailed in Schedule 1, Section 5 in the job role detailed in Schedule 1, Section 4.
- (B) The Employer, has agreed to second the Employee to the Host to work in the post detailed in Schedule 1, Section 8 ("the Post") pursuant to the terms of this Agreement for the period outlined in Schedule 1, Section 6 and 7 (subject to earlier termination as provided for in Schedule 1, Section 7a) ("the Secondment").

IT IS AGREED:-

1. SECONDMENT

- 1.1 With effect from the date detailed in Schedule 1, Section 6, the Employer shall second the Employee to the Host on the terms of this Agreement until and including the the date detailed in Schedule 1, Section 7 (subject to earlier termination as provided for in Schedule 1, Section 7a) (the "Secondment").
- 1.2 During the Secondment, the Employee shall be located at the Host's premises detailed in Schedule 1, Section 11 and such other locations as may be reasonably required of the Host.
- 1.3 The Employee will report to the employee detailed in Schedule 1, Section 14 at the Host. The day-to-day direction and supervision of the Employee and their conduct and actions shall be the exclusive responsibility of, and at the risk of, the Host.
- 1.4 The Employee agrees to undertake the Post and will devote their time, attention and ability to carry out the hours of work outlined in Schedule 1, Section 10 per week for the performance of the Post. Where this is less than the employees contractual hours the Employer will agree with the Employee any amendment to contract which may be required if they are not to fulfil the balance of the hours in their substantive post. The Employee will comply with the Host's reasonable requirements and instructions communicated by it to the Employee from time to time.

2. SECONDEE'S STATUS

- 2.1 The Employer, the Host and the Employee agree that the Employee shall remain an employee of the Employer at all times and shall not be deemed to be an employee of the Host by virtue of the Secondment. The Host shall take no disciplinary action in respect of, nor purport to terminate the employment of, the Employee.
- 2.2 The Employee will remain employed by the Employer for the duration of the Secondment and the Employee's existing terms and conditions of employment (and continuity of service under Agenda for Change) will apply.
- 2.3 During the Secondment, the Employer shall be responsible for the payment to the Employee of their salary and benefits as its employee in the usual way.
- 2.4 It is agreed that the Employer shall be solely responsible for all income tax liability and National Insurance contributions or other statutory charges in respect of any payment to the Employee for the provision of services by the Employee to the Host under this Agreement.
- 2.5 The Employer shall indemnify, and keep indemnified, the Host in relation to any claims, charges or liabilities for (including but not limited to) any income tax, employee National Insurance or similar contributions (including costs interest and penalties), or other statutory charges or remuneration or other compensation arising from or in relation to the services by the Employee under this Agreement or the Employee being found to be an employee of the Host or otherwise. The Host agrees to notify the Employer of any such claims charges or liabilities received by the Host.

3. HOLIDAYS, ILLNESS AND OTHER ABSENCE

- 3.1 The Employee shall be entitled to holidays during the period of the Secondment in accordance with the Employment Agreement. The Employee and the Host and the Employer shall agree holiday dates.
- 3.2 The Employer shall not be obliged to make available to the Host the services of the Employee (or any other replacement employee of the Employer) during any period of incapacity on the part of the Employee due to illness, injury or maternity leave or as otherwise permitted under the Employment Agreement. For the avoidance of doubt, in the event that the Employer does provide the services of a replacement employee in such circumstances, the Host will be required to continue to pay any fees or charges in accordance with this Agreement in addition to any fees or charges agreed in respect of such replacement employee.
- 3.3 In the event of sickness, the Employee shall notify both the Employer and the Host in accordance with the agreed procedure of each party.
- 3.4 All matters relating to annual leave and sickness absence shall be dealt with in accordance with its normal grievance and disciplinary procedures, and be the responsibility of the Employer.

4. HEALTH AND SAFETY

- 4.1 The Host shall ensure that the Employee observes its health and safety policies and procedures and maintains a safe method of working.

4.2 The Employee shall observe all safety instructions given to him from time to time by the Host and/or the Employer.

5. GRIEVANCE AND DISCIPLINARY PROCEDURES

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

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

5.3 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 co-operate fully and promptly in any subsequent action which may be necessary.

6. EXPENSES

6.1 The Employer shall reimburse the Employee (on production of such evidence as it shall reasonably require) the amount of all expenses properly and reasonably incurred by him in the course of performing the duties assigned to him by the Host in accordance with the Employer's policy and subject to approval by the Host.

7. FEE

7.1 In consideration of the Employer seconding the services of the Employee to the Host, the Host shall pay to the Employer during the period of the Secondment a fee equivalent to the total amount paid by the Employer to or in respect of the Employee under the Employment Agreement as amended by 7.2 below, which shall include, but is not limited to:

- The Employee's salary as reviewed by the Employer on an annual basis;
- National Insurance and pension contributions made by the Employer in relation to the Employee;
- Any overtime payments or other premiums paid to the Employee during the period of the Secondment and approved in advance by the Host; and
- Payments by the Employer to the Employee in respect of statutory and occupational sick pay, maternity pay, paternity pay, adoption pay and any other pay in respect of any absence from work of the Employee.

7.1.1 These fees may be subject to VAT at the current rate where the secondment is to or from a non-NHS organisation, and the line manager should check with the ICB Finance department for advice in those circumstances.

7.1.2 Where the Employee is part time the host shall pay the proportion of the above associated with the secondment agreement.

7.2 For the duration of the secondment the employee will be paid an annual salary outlined in Schedule 1, Section 12 and 13.

7.3 The Employer shall invoice the Host for the fees set out in clause 7.1 above monthly in arrears.

7.4 In addition to the fees pursuant to clauses 7.1 and 7.2 above, the Employer may charge to the Host:

- The gross cost of any payment of reasonable business expenses made to the Employee by the Employer in respect of work undertaken solely for the Host provided always that the Employer shall upon request by the Host furnish evidence of such expenses as the Host may reasonably require (and the Employer shall invoice such charges to the Host quarterly); and
- Any other charges agreed in advance between the Host and the Employer.

7.5 The Host shall pay all invoices under this clause 7 within 30 days of receipt.

8. LIABILITY AND INDEMNITIES

8.1 The Employer shall not be liable for any act or omission on the part of the Employee during the Secondment and shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee during the Secondment.

8.2 The Host hereby indemnifies the Employer and shall keep the Employer indemnified fully at all times against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from breach of this Agreement or any act or omission or default of the Employee.

8.3 The Host hereby indemnifies the Employer and shall keep the Employer indemnified fully at all times 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 arising out of:-

- The employment or termination of employment of the Employee during the Secondment; or
- The engagement or termination of engagement of the Employee under the terms of this Agreement during the Secondment; or
- Any breach by the Host of any collective agreement or other custom, practice or arrangement (whether or not legally binding) with a trade union, staff association or employee representatives in respect of the Employee including for the avoidance of doubt without limitation liability for personal injury, accident or illness suffered or incurred in whole or in part during the Secondment, breach of contract or in tort, unfair dismissal, redundancy, statutory redundancy, a protective award under the Transfer of Undertakings (Protection of Employment) Regulations 2006 equal pay, discrimination of any kind or under any legislation applicable in the United Kingdom.

9. CONDUCT OF CLAIMS

9.1 If the Host becomes aware of any matter that may give rise to a claim against the Employee and/or the Employer, notice of that fact shall be given as soon as possible to the Employer.

9.2 No admission of liability shall be made by or on behalf of the Host and any such claim shall not be compromised, disposed of or settled without the consent of the Employer.

9.3 The Employer shall be entitled in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of the Host and to have the conduct of any related proceedings, negotiations or appeals.

10. CONFIDENTIAL INFORMATION

10.1 It is acknowledged that to enable the Employee to undertake the Post during the Secondment, the Host will provide the Employee with information of a highly confidential nature which is or may be private, confidential or secret, being information or material which is the property of the Host or which the Host is obliged to hold confidential include, without limitation, all trade secrets, lists or details of patients, information relating to the working of any process or invention carried on or used by the Host or any subsidiary or associate, research projects, and any proprietary Host information (any and all of the foregoing being "Confidential Information").

10.2 The Employee agrees to adopt all such procedures as the Host may reasonably require and to keep confidential all Confidential Information and that the Employee shall not, (save as required by law) disclose the Confidential Information in whole or in part to anyone and agrees not to disclose the Confidential Information other than in connection with the performance of the Post

10.3 Any document, including without limitation, notes, memoranda, diaries, correspondence, computer disks, facsimiles, telexes, reports or other documents or data of whatever nature or copies thereof created by the Employee in the course of the Secondment will be and remain the property of the Host and the Host shall be the absolute beneficial owner of the copyright in any such document.

10.4 The Employee agrees that he/she shall at any time during the continuance of this agreement, if so required by the Host and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise), surrender to the Host all original and copy documents in their possession, custody or control (including, without limitation, all books, documents, papers, materials) belonging to the Host or relating to the business of the Host together with any other property belonging to the Host.

10.5 The obligations under this agreement apply to all and any Confidential Information whether the Confidential Information was in or comes into the possession of the relevant person prior to or following this agreement and such obligations shall be continuing obligations throughout the continuance of this agreement and at all times following its termination but shall cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Employee.

11. TERMINATION

11.1 Subject to sub-clauses 11.2 and 11.3 below, the Host or the Employer may terminate the Secondment by giving notice as identified in Schedule 1, Section 7a. Otherwise, this Agreement will automatically terminate upon the expiration of the Secondment.

11.2 The Employee may terminate the Secondment by providing contractual notice applicable to their substantive role to the Host manager and their Employer line manager.

- 11.2 The Employer may terminate the Secondment at any time with immediate effect by notice in writing to the Host if:
- The Employment Agreement is terminated for any reason; or
 - The Host fails to pay any sum due to the Employer under the Agreement on its due date for payment.
- 11.3 The Host may terminate the Secondment at any time with immediate effect in writing to the Employer and Employee if:
- The Employee is guilty of any serious misconduct or any other conduct which affects or is likely to affect prejudicially the interests of the Host;
- 11.4 The Host may terminate the Secondment at any time by providing written notice in line with the Agreement to the Employer and Employee if:
- The Employee is unable properly to perform their duties by reason of ill health, accident or otherwise for a period or periods aggregating at least 30 business days. In making a decision in this regard, the Host manager should take HR advice and fully consider the circumstances of the secondment e.g. the length of time remaining for the secondment.
- 11.4 Upon and following termination of this Agreement, where organisational change applies to the Secondee's substantive job;
- The Host and the Employer shall use their best endeavours to offer suitable alternative employment (in accordance with section 141 of the Employment Rights Act 1996) or where this is not possible, other alternative and/or continued employment to the Employee.

12. DATA PROTECTION

- 12.1 The Employee and the Employer consent to the Host holding, disclosing, using or otherwise processing any information about them which they provide to the Host or which the Host may acquire as a result of the Secondment.

13. NOTICES

- 13.1 Any notice or other document to be given under this Agreement shall be in writing between the parties named in this Agreement.

14. VARIATION OF THE CONTRACT

- 14.1 The Agreement may only be varied with the express written agreement of the Host and the Employer.

15. GENERAL

- 15.1 None of the rights or obligations under the Agreement may be assigned or transferred without the prior written consent of the other party, save that the Host and/or the Employer shall be

entitle to assign the benefit and burden of the Agreement to any successor organisation without consent.

15.2 Subject to clause 15.1, this Agreement shall be binding upon the successors and assignees of the parties hereto and the name of the party appearing herein shall be deemed to include the names of its successors and assignees.

15.3 Termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement as at the date of such termination and any rights, duties or obligations of any parties which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement, together with all indemnities, shall continue after such expiry or termination.

15.4 If any provision or term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever, including without limitation, by reason of provisions of any legislation or by reason of any decision of any court or other body having jurisdiction over the parties, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions or terms of this Agreement as may be necessary or desirable in the circumstances.

15.5 This Agreement does not create any partnership or agency relationship between the Employer and the Host nor does it create any employment relationship between the Employee and the Host.

15.6 This Agreement shall be in substitution for any previous letters of appointment, agreements or arrangements, whether written, oral or implied, relating to the secondment of the Employee.

15.7 This Agreement shall be governed by and construed in accordance with English law. The Employer and the Host agree that any dispute arising under this Agreement or in connection with it shall be decided in the English Courts which shall have the sole jurisdiction in any such matter.

IN WITNESS of which each of the parties to this Agreement has executed this document on the date first mentioned on page 1:-

EXECUTED AS A DEED by (NAME OF EMPLOYER)

Signed by the Representative of the Employer:

Add full name of Representative:

In the presence of: (Add Full Name of Witness)

Signed by Witness:

EXECUTED AS A DEED by (NAME OF HOST)

Signed by the Representative of the Host:

Add full name of Representative.....

In the presence of: (Add Full Name of Witness)

Signed by Witness:

EXECUTED AS A DEED by the Employee:

Signed by the Employee:

Add full name of Employee:

In the presence of: (Add Full Name of Witness)

Signed by Witness:

Witness:

Signature

Name

Address

Occupation

Equality Impact Assessment

Directorate Team Name of lead person

Piece of work being assessed

Aims of this piece of work

Date of EIA Other partners/stakeholders involved

Who will be affected by this piece of work?

Single Equality Scheme Strand	Baseline data and research on the population that this piece of work will affect.	Is there likely to be a differential impact?

	What is available? E.g. population data, service user data. What does it show? Are there any gaps? Use both quantitative data and qualitative data where possible. Include consultation with service users wherever possible	Yes, no, unknown
Gender		No
Race		No
Disability		No
Religion/ belief		No
Sexual orientation		No
Age		No
Social deprivation		No
Carers		No
Human rights		No