

# THE LONDON BOROUGH OF HARINGEY

## External Secondment Agreement

THIS AGREEMENT is made BETWEEN:

- (1) Haringey Council, Alexandra House, 10 Station Road, London N22 ('Haringey Council')
- (2) Employer name and address (Employer's name)
- (3) Employee's name and address ('The Secondee')

### 1. Term of the Secondment

- 1.1. The Secondee will be seconded from [Employer] to Haringey Council to the post of xx from date for a period of xx months.
- 1.2. At the end of the secondment period, the Secondee will return to [Employer], to their substantive post of .....

### 2. Early termination of the Secondment

- 2.1. The Secondment may be terminated for any reason by any party to this Agreement giving (one) month's notice in writing.
- 2.2. Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.

### 3. Secondment Fee

- 3.1 Haringey Council shall pay to [Employer] a Secondment Fee during the term of the secondment.

The Secondment Fee will be based on an annual fee of £ plus on costs payable monthly on XX of each month. The Secondment Fee will be adjusted to take account of the relevant annual or any other pay award having effect during the period of the Secondment.

### 4. Employer

- 4.1. During the term of the Secondment, the Secondee will remain an employee of [Employer].

## **5. Terms and Conditions**

- 5.1. Except as provided in this agreement, during the term of the Secondment the Secondee will continue to be subject to the terms and conditions relating to his/her contract of employment with [Employer].
- 5.2. Haringey Council will make the Secondee aware of any rules and procedures applicable to the Secondment and the Secondee agrees to have regard to these rules and procedures during the term of the Secondment.
- 5.3. Haringey Council shall have regard to the health, safety and welfare of the Secondee during the term of the Secondment
- 5.4. The Secondee will work under the day to day supervision of (insert name) for Haringey Council. However, if there are any concerns about the Secondee's conduct, performance or attendance during the term of the Secondment Haringey Council shall immediately notify [Employer's] designated contact officer.
- 5.5. Performance appraisals will be conducted at 6-month intervals, with supervision sessions held at least quarterly, by Haringey Council's designated contact officer in accordance with Haringey Council guidelines. Such meetings may be held jointly with the (post) for the [Employer].

## **6. Pay**

- 6.1. [Employer], as the employer of the Secondee, will continue to pay the Secondee during the Secondment in accordance with this and any other relevant agreements, including where appropriate under the relevant pension scheme.

## **7. Annual Leave**

- 7.1. The Secondee's annual leave entitlement under his/her contract of employment with [Employer] will remain unchanged. He/She will agree the taking of leave with Haringey Council as it relates to the time worked with them. As far as is reasonably possible the leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

## **8. Sickness Absence**

- 8.1. In the event of any sickness absence by the Secondee, the terms of the Secondee's contract of employment with [Employer] will apply.
- 8.2. In addition to the rules of notification of sickness contained in the Secondee's contract of employment, the Secondee will also report sickness absence to the nominated officer at Haringey Council.
- 8.3. Unacceptable levels of absence, including long term sickness absence (in excess of one month), may result in the Secondment being reviewed.

## **9. Hours of Work**

- 9.1. The Secondee's contractual hours of work for [Employer] will continue at Haringey Council.

## **10. Duties and Work Location**

- 10.1. During the Secondment period the Secondee shall devote the whole of his/her time, attention and skill to his/her duties for Haringey Council. The Secondee will be expected to spend his/her whole week working at the Haringey Council during the period of the Secondment.
- 10.2. The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning Haringey Council and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of Haringey Council.
- 10.3. Upon termination of this Agreement the Secondee shall deliver all documents and other property of Haringey Council to the nominee of Haringey Council.

## **11. Expenses**

- 11.1. Haringey Council will pay to the Secondee any reasonable expenses incurred by her/him in or about the performance of her/his duties during the term of the Secondment.

## **12. Liability**

12.1. Haringey Council hereby agrees to indemnify and keep indemnified [Employer] in respect of any actions or claims by the Secondee in connection with the Secondment.

12.2. The parties agree the Secondee shall not be liable to Haringey Council or any third party in respect of any duties carried out, advice or information given or used by the Secondee during the term of the Secondment and Haringey Council hereby indemnifies [Employer] and the Secondee in respect of any claims made by a third party.

12.3. Haringey Council will ensure the Secondee is covered by its professional indemnity insurance during the term of the Secondment.

**13. Contact Point**

13.1. The designated contact point at [Employer] is: (name and post)

13.2. The designated contact officer at Haringey Council is:

Signed ..... Date.....  
Secondee

Signed ..... Date.....  
For Haringey Council

Signed..... Date.....  
For [Employer]