**Secondment agreement between [original employer] and Hackney CVS**

**Name of employee:** [name of employee]

**Employer (Seconder):** [name and address of organisation 1]

**Secondment to:** Hackney CVSAdiaha Antigha Centre, 24-30 Dalston Lane, London, E8 3AZ.

**Primary Location of work:** Hackney CVS (as above)

**Purpose of secondment**

add

**Duties**

add

**Duration of secondment:** 4 days a week, commencing on [date] and terminating on [date]

**Payment to Payment to [original employer]**: £x maximum (including VAT if applicable), payable monthly in arrears

**Job title:** Job title

**Contacts**

While on secondment, the secondee will report on a day-to-day basis to Name and job title.

The employee's contact at [original employer] during the period of the secondment will be [name and job title]. He/she will maintain regular contact with the employee during the secondment, both by telephone and in writing, to review progress and discuss any issues that have arisen.

**Employment terms**

While seconded to Hackney CVS, the secondee will remain an employee of [original employer] at all times. The secondee will therefore be subject to [original employer]’s terms and conditions of employment and continue to be paid by [original employer] and to receive all normal benefits and pay increases as per his/her contract of employment. [original employer] will be responsible for payment of all taxes and national insurance. Annual leave and sickness absence will remain under the control of [original employer].

**Management**

While on secondment, the secondee will be under a duty to work under the control and direction of the Hackney CVS management, to abide by that organisation's policies and procedures, including safety policies and practices, and to follow the reasonable instructions of management at all times. The secondee should ask [name of contact at Hackney CVS] to approve annual leave requests (which should amount to no more than XX days, including bank holidays, during the period of the secondment), and inform them of any sickness absence, although [original employer] retains overall control. Hackney CVS is usually closed between Christmas and New Year, and the secondee will be expected to take annual leave during this period.

**When the secondment ends**

**Option A -** [original employer] **guarantees a job at the end of the secondment**

At the end of the secondment, the secondee will return to [name of original employer]

[original employer] guarantees to reinstate the employee in his former job, with the pay and benefits that he would have received had the secondment not taken place.

OR

**Option B -** [original employer] **does not guarantee a job at the end of the secondment**

At the end of the secondment, the [original employer] will try to find an alternative position for the employee but cannot guarantee his ongoing employment and may be left with no option but to terminate the employment contract.

**Expenses**

[original employer] will compensate the employee for all reasonable additional costs incurred during the secondment.

 OR

The secondee will be entitled to reclaim the following expenses from [original employer] while on secondment, up to the maximum figures given: [insert]

The secondment allowance or expenses will be paid only for those weeks that the secondee is working at the secondment location. Expenses will not be paid during periods of annual holiday, sickness absence, or maternity, paternity, adoption and parental leave.

**Confidentiality and copyright**

The secondee may not at any time during or after the end of the secondment period disclose to any person, or make use of confidential information.

Copyright, registered and unregistered design rights and any other intellectual property rights in any materials in any medium produced by the secondee during the secondment shall belong to Hackney CVS and the secondee must return all such materials and any copies on request. Before the end of the secondment, the secondee will deliver back all documents belonging to the seconder organisation which are in their possession, including documents made in the course of the secondment.

**Termination**

Both [original employer] and Hackney CVS reserve the right to end the agreement with a four week notice period, or immediately if the agreement is breached, or as a result of gross misconduct by the secondee. Hackney CVS will not pay [original employer] for any absence due to sickness where this amounts to more than a total of 7 days (including weekends), and reserves the right to terminate the agreement if there is further sickness absence.

**Signed by [name of original employer]**

Name:

Signature:

Date:

Position:

**Signed by Hackney CVS**

Name:

Signature:

Date:

Position: