

Shared Services Directorate (SSD)

Room 212, Foss House, Kings Pool

1-2 Peasholme Green

York YO1 7PX



Enquiry Centre Helpline 0845 603 7262

Enquiry Centre Email ssd.enquiries@defra.gsi.gov.uk

Website www.defra.gov.uk

THIS AGREEMENT is made on the [date]

BETWEEN:

“THE PARTIES”

- (1) The Department for Environment, Food and Rural Affairs, Nobel House, 17 Smith Square, London SW1P 3JR (the “Employer” or “Defra”)
- (2) [Name and Address of Company/Organisation] (the “Host”) and
- (3) [Name and Address of Employee] (the “Employee” or “you”)

IT IS AGREED as follows:

1. Secondment

You will be seconded to the Host on the basis of [36/ 37] hours over [number of days] days per week for a period of [number of months] months. The secondment will commence on [DATE] and will expire on [DATE] unless terminated earlier by either party in accordance with the provisions of this Agreement (the “Secondment”). Any extension to the Secondment will be made in writing and appended to this agreement. No extension beyond 5 years may be made.

2. Grade

The duties during your Secondment period will be commensurate with those appropriate to the Defra rank of [grade]. Whilst on secondment you will receive Temporary Additional Responsibility Allowance (TARA), the pay team will write to you separately with regards to TARA. At the end of your secondment you will return to your substantive grade of [grade].

3. Contract of Employment

Your contract of employment will remain in force during the Secondment although you may be required to comply with the Hosts non contractual policies and procedures.

4. Pay

You will continue to be paid by Defra at your contractual rate of pay for the duration of the Secondment, unless otherwise agreed as part of the Business Case. Defra will recover the payments from the Host in respect of your salary, ERNIC, pension costs, and VAT.

Your contractual rate of pay will continue to be £ xxx per annum. [REDACTED] (only if on TARA)

If the Host require a purchase order number to be included on the invoice please confirm this at the start of the secondment to:

Name

Address

5. Pension

You will remain a member of the civil service pension scheme and contributions will continue to be made on your behalf and deducted from your salary by Defra during the Secondment.

6. Performance

6.1 Your specific work objectives will be agreed with your line manager at the Host from the outset and will be updated as appropriate throughout the secondment.

6.2 Your existing Defra line manager will remain the manager for the duration of the secondment. If the line manager is reassigned you will be advised of your new Defra line manager.

6.3 You will continue to be appraised according to Defra's performance appraisal system. In addition, your line manager at the Host should provide you and your Defra line manager with written feedback on your performance against the secondment objectives at 6 monthly intervals and a final review at the end of the secondment.

7. Promotion

On completion of the Secondment you will return to Defra at your substantive grade. No permanent changes to substantive grade will be permitted during the Secondment unless you are successful in securing a promotion within Defra, in which case this promotion will be recognised on your return to a substantive post within the Defra.

8. Annual Leave

Your annual leave will continue to accrue in accordance with your existing terms and conditions of the employment but you should make arrangements for taking leave in accordance with the Host's policy. You must take any annual leave accrued whilst you are on Secondment before you return to Defra.

9. Sickness or other Absence

You should ensure that you comply with the Host's reporting procedures in relation to sickness or other absence. In addition, in order to receive Defra sick pay, you will be

required to also comply with Defra's reporting and sickness procedures in accordance with your contractual terms and conditions.

10. Termination

The Secondment may be brought to an end early by any of the three parties giving 8 weeks written notice to both of the other parties. If you are terminating your employment with Defra at the same time as you are providing notice to terminate your Secondment, then the notice period contained within your Defra Terms and Conditions takes precedence and you should specify this in any notice to terminate the Secondment.

11. Extension

It may be possible to extend the duration of the Secondment, provided that this does not exceed 5 years following Director approval of the Business Case to extend.

12. Conduct and Confidentiality

You remain bound by the provisions of your contract of employment which incorporates the Civil Service Management Code and the Official Secrets Act. You must not make use of any confidential information that you have gained during your employment at Defra whilst on the Secondment.

13. Expenses

Expenses are for negotiation and agreement between the parties. Arrangements for paying expenses should be made clear in writing at the start of the Secondment. You should be sure to avoid situations which could lead to conflict of interest or suspicion of impropriety.

Should you have any queries relating specifically to your secondment agreement please contact the Interchange team at ssd.enquiries@defra.gsi.gov.uk. All other enquiries should be raised with your line manager.

I hope you find this new post challenging and beneficial.

Yours sincerely

Name

SSD Interchange Team

Cc:

Host HR –

Defra line manager –

Defra Security

Financial coordinator

Declaration by officer

I agree that this formal agreement will constitute the principal terms and conditions of my secondment from the Department for Environment Food and Rural Affairs.

Signature of officer on Secondment

Name of officer on Secondment

Date

Signed for on behalf of Defra

Signed for on behalf of ORG

Name in capitals

Name in capitals

Position in organisation

Position in organisation

Address in full

Address in full

Phone

Phone

Date

Date