

# Inward Secondment Schedule and Secondment Agreement

This is the Schedule referred to in the following Secondment Agreement between the Scottish Ministers and the named donor organisation. The contents of this Schedule incorporate and form part of the Agreement.

<b>Name of Secondee</b>	[REDACTED]	
<b>Donor Organisation: Name of Organisation</b>	NFU Scotland	
<b>Donor Organisation: Name of Representative</b>	[REDACTED]	
<b>Donor Organisation: Office Address</b>	Rural Centre, West Mains, Ingliston, Midlothian EH28 8LT	
<b>Donor Organisation: Email Address</b>	[REDACTED]	
<b>Donor Organisation: Telephone Number</b>	[REDACTED]	
<b>Purpose of Secondment</b>	<p>To provide technical expertise in agriculture and rural policy role, with a specific focus on developing the future agriculture and rural policy that will replace CAP on the UK's exit from the EU.</p> <p>Part of the role will be to ensure knowledge transfer from an industry perspective to AFRC staff to ensure AFRC has the skills and capacity needed to support the delivery of the EU Hub Project.</p>	
<b>Start Date of Secondment</b>	<b>End Date of Secondment</b>	<b>Period of Secondment (Months)</b>
21/11/2016	19/05/2017	6 (with option to extend)
<b>Working Pattern of Secondee Whilst on Secondment</b> If part time, please provide full details of days and hours worked.	Part time (0.4) of two full days per week, of which one being a Friday	
<b>Agreed Secondment Costs</b> Including NI and pension contributions. FTE and part time salary details to be stated where necessary and any allowances where applicable. It is for the donor organisation to decide if VAT is charged at the standard rate or not.	N/A	
<b>Scottish Government Contact Details</b> Please include full name, Directorate General, Postal Address, Telephone and Email Address.	[REDACTED] DG Economy Directorate for Agriculture, Food and Rural Communities D Spur Saughton House Broomhouse Drive Edinburgh EH11 3XD [REDACTED] [REDACTED]	
<b>Secondment Funding Agreement</b>		

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The donor organisation will cover the whole of the costs of the secondment including salary, national insurance contributions, pension and annual pay award costs.

<b>Scottish Government Contact for Invoices</b>	N/A
<b>Political Activity Group</b>	The secondee falls into the following category for Political Activity: Politically free

Please include name, address, telephone number and email address.

## Scottish Government Inward Secondment Agreement

1. The following agreement (“the Agreement”) sets out the terms and conditions of the secondment to the Scottish Ministers. The Schedule attached to this Agreement is incorporated in and forms part of this Agreement.

### Definitions

2. “Intellectual Property Rights” means any and all intellectual property rights of whatever nature including, without prejudice to the foregoing generality, all copyright, trade marks (whether registered or unregistered), trade and business names, design rights (whether registered or unregistered), database rights, patents, inventions and domain names together with any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing anywhere in the world;

“Secondment Duties” means the work to be undertaken by the secondee during the period of the secondment in terms of this Agreement, details of which are contained in the Schedule;

“The Directorate General” is the Scottish Government Directorate representing the Scottish Ministers (as shown on the Schedule).

“The Directorate Line Manager Representative” means the contact person in the Scottish Government Directorate where the secondee is based;

“Schedule” means the schedule attached to this Agreement;

In this Agreement, the singular includes the plural and *vice versa*, reference to the masculine gender includes the feminine gender and *vice versa* and reference to person includes companies and other forms of legal entities.

### Duration/Location

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3. The secondee named in the attached Schedule will be seconded to the SG but will remain an employee of the donor organisation named in the Schedule. The Schedule will include details of when the secondment will commence and the agreed period of secondment. Any extension to that period will be a matter for joint agreement in writing between the parties to this Agreement. Subject to earlier termination in accordance with clause 25, the secondment may be terminated by either party giving not less than one month's notice in writing to the other.

## Purpose of secondment

4. The purpose of the secondment is set out in the Schedule.

## Pay

5. During the period of secondment the donor organisation will continue to be responsible for all aspects of the secondee's salary costs including National Insurance contributions and pension arrangements. The secondee's salary will be as stated in the Schedule.

## Future pay awards and/or performance rewards

6. The donor organisation will retain responsibility for future pay awards and/or performance rewards for which the secondee may become eligible. When this is the case, the donor organisation is responsible for informing the Scottish Government Line Manager Representative of the amount of any increase and the date the increase becomes effective.

## Reimbursement of secondment costs

7. During the secondment, the donor organisation should invoice the SG, quarterly in arrears, to recover the agreed secondment costs. Invoices should be sent on time to the Scottish Government invoice representative (as noted in the Schedule) dealing with reimbursement of the secondment costs.

## Appraisal

8. The Directorate Line Manager Representative noted on the Schedule will provide feedback to the donor organisation on the secondee's performance throughout the secondment. However, it is for the donor organisation as the employer to carry out the performance appraisal of the secondee.

## Travel and Subsistence

9. The SG will reimburse the secondee for any business related travel and subsistence costs they incur in the course of the secondment duties. The SG will not be responsible for any costs of daily travel to and/or from the secondee's place of work nor any relocation costs that may be incurred in connection with the secondment.

## Hours

10. The secondee's hours of work will remain unchanged but the pattern of attendance will be settled by agreement between the Directorate Line Manager Representative and the secondee.

## Leave

11. The secondee will retain their existing annual leave entitlement. The secondee will be eligible to take any public and privilege holidays applicable to the SG, which fall during the secondment, the dates of which are announced annually in January. Should this be less than the public and privilege holiday entitlement of the secondee under the Terms and Conditions of their employment with the donor organisation, any outstanding entitlement will be taken as days in lieu, on day(s) agreed as suitable with the Division.

## Sick Absence

12. In the event of absence due to illness or injury the secondee should follow the local reporting arrangements of the SG in that, the secondee should report any absence to the Directorate Line Manager Representative and wherever possible; this should be before 10am on the first morning of absence. A medical certificate must be produced from the eighth calendar day of a continuous period of sickness absence. The Directorate Line Manager Representative will advise the donor organisation of any sickness absence taken by the secondee during the period of the secondment.

## Health and Safety

13. During the period of the secondment, the Scottish Ministers shall be responsible in relation to the secondee for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of section 53(1) of the Health and Safety at Work Act 1974 as if the Scottish Ministers were the employer of the secondee.

## Injury Benefit

14. As the secondee will continue to remain in the pension scheme of the donor organisation during the secondment, injury benefit cover will be provided under the provisions of the donor organisation pension scheme.

## Indemnity

15. The Scottish Ministers shall indemnify the donor organisation against liability which the donor organisation actually incurs due to any bodily injury sustained by the secondee during the period of the secondment and arising out of and in the course of the secondee's secondment under this arrangement as a direct result of the negligence of the Scottish Ministers, its servants or agents.

16. The donor organisation shall indemnify and keep the Scottish Ministers indemnified in respect of any and all actions, claims, demands, losses and expenses of whatsoever kind or nature made against or incurred by the Scottish Ministers arising directly as a result of any claim made by the secondee that they are or were an employee of the Scottish Ministers at any time during the period of secondment or as a result of any act or omission, negligent or otherwise, of the secondee during the course of the secondment.

## Equipment

17. Any equipment supplied by the SG remains the property of the SG. The secondee must take all reasonable care of such equipment.

## Adjustments to the Workplace

18. In the event that the secondee requires assistance to be able to discharge their duties reasonable adjustments will be put in place by the SG to assist in that regard. If the secondee already uses equipment which is provided by or on behalf of the donor organisation this should (so far as possible) be made available to the secondee while on secondment. If the SG determines that the secondee needs additional adjustments to be made and incurs any costs as a result of implementing such adjustments, the SG may reclaim all or part of the costs of these additional adjustments from the donor organisation. In respect of any items of equipment that have been fully paid for by the donor organisation and insofar as they are reasonably transferable the donor organisation is entitled to have the benefit of them following the end of the seconded period.

### Promotion and Advertising Scheme

19. During the period of secondment the secondee will not be eligible to seek promotion within the SG nor can they apply for any SG internally advertised posts.

### Confidentiality, Conduct and Discipline

20. It is a condition of the secondment that the secondee should ensure that, in the course of official duties, there will be no conflict of interest that could damage the legitimate business interests of either the donor organisation or of the SG.

21. For the duration of the secondment, the secondee will be subject to the rules on conduct set out in the Scottish Government [Staff Handbook](#) available on the Scottish Government intranet. The secondee will, however, be dealt with by and under the donor organisation's discipline procedures.

22. The secondee will also be subject to the rules and conditions of the Scottish Government [IT Code of Conduct](#) governing access to the Internet. A copy of the Code of Conduct is annexed to this Agreement and the secondee should read it very carefully.

23. The secondee will be subject to the provisions of the [Official Secrets Act 1989](#) (annexed to this Agreement) and will require to conform with security procedures in force in the host Department.

### Grievance Procedures

24. During the period of the secondment should the secondee have a complaint against a decision or action taken by an employee(s) of the SG then the secondee should raise this with their Directorate Line Manager Representative. If however, the secondee wishes to pursue a formal grievance it should be pursued through the donor organisation in accordance with their grievance procedures.

### Termination

25. Without prejudice to clause 3, the secondment may be terminated forthwith by the SG if:

- The secondee fails or neglects efficiently and diligently to carry out the reasonable instructions of the Directorate;
- The Directorate reasonably considers that the secondee is guilty of any gross or serious misconduct;
- There are major changes to the work/unit/project referred to in the Schedule.

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26. Without prejudice to clause 3, the secondment shall automatically terminate if:

- The secondee leaves the employment of the donor organisation.

## Intellectual Property Rights

27. Any and all Intellectual Property Rights generated by the secondee in the course of their Secondment Duties shall be the property of the SG and the donor organisation will assign to the SG its present and future rights, title and interest in such Intellectual Property Rights.

## Political Activities

28. For the purposes of political activity the Civil Service is divided into three categories; politically free, intermediate and politically restricted. The secondee falls into the political activity category noted on the Schedule. Details about participation in political activities are set out in the Scottish Government Staff Handbook available on the Scottish Government intranet.

As the employer of the secondee, you are responsible for ensuring your employee (the secondee) is aware of the terms of this Agreement. You should write to your employee advising them that their terms of employment remain the same except where expressly varied by the terms of the Secondment Agreement.

I should be grateful if you would confirm, by signing and returning a copy of this Agreement and attached Schedule that you are prepared to accept the secondment to the Scottish Government on the basis of this Agreement.

We agree to the terms and conditions of **Jonathan Hall's** Secondment as contained in this Secondment Agreement and attached Schedule.

	Date	Name	Signature
On behalf of Donor Organisation	8 November 2016	[REDACTED]	[REDACTED]
<b>On behalf of the Scottish Ministers:</b> HR Shared Service Centre / Directorate Line Manager	8 November 2016	[REDACTED]	[REDACTED]

Please provide a copy of the agreement (once signed by both parties) to [recruitment@scotland.gsi.gov.uk](mailto:recruitment@scotland.gsi.gov.uk).