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| **DATED 2024** | |
| **QUEEN MARY UNIVERSITY OF LONDON**  **- and -**  **[NAME OF HOME INSTITUTION]** | |
| **SECONDMENT AGREEMENT** | |
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**THIS AGREEMENT** is made on 2024

**BETWEEN:**

**QUEEN MARY UNIVERSITY OF LONDON** of Mile End Road, London, E1 4NS (“the **University**”); and

**[NAME OF HOME INSTITUTION]** of [ADDRESS] (“the **Home Institution**”).

**NOW IT IS AGREED** as follows:

1. Interpretation
   1. In this Agreement and its Schedules the following words and expressions have the following meanings:

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| “Employee” | means [name]; |
| “Secondment Period” | means the period of the secondment specified in clause 2; |
| “Secondment Letter” | means the letter from the Home Institution and the University to the Employee in the form set out in Schedule 1; |
| “Services” | means the duties to be performed by the Employee as set out in Schedule 2, or as otherwise agreed between the parties and the Employee in writing; |
| “Employment Costs” | means salary and all other costs including pension contributions, holiday and sickness pay, tax and both employees’ and employer’s National Insurance contributions connected with the employment of the Employee during the Secondment Period including the Employee’s expenses incurred in relation to the secondment but expressly excluding any insurances such as employer’s liability insurance. |

* 1. Any reference to a clause or a schedule is to a clause or a schedule to this Agreement.
  2. The headings are for ease of reference and will not affect the interpretation of this Agreement.

1. Secondment Period
   1. The secondment will commence on [date] and will automatically conclude on [XX] unless the parties and the Employee agree in writing to change that end date.
   2. The period of secondment may be terminated earlier:
      1. on the grounds set out in the Secondment Letter;
      2. upon a party providing 28 days’ written notice;
      3. immediately upon the Employee ceasing to be employed by the Home Institution, in which instance the Home Institution shall promptly notify the University in writing; or
      4. in accordance with cl 7 of this Agreement.
2. Services
   1. The Employee shall be seconded to the position of [insert title], reporting to a more senior University employee as notified to the Employee by the University in writing from time to time.
   2. The Home Institution will second the Employee to perform the Services at the University’s premises. The Employee may also work remotely or hybrid, as determined between the Employee and the University from time to time. The Employee’s normal working week shall be [number] hours and such additional hours as are reasonably necessary for the proper performance of the Services.
   3. The parties agree the terms of the Secondment Letter, which the Home Institution shall send to the Employee on behalf of itself and the University.
3. Duties of the University
   1. Subject to the provisions contained in clause 9 below, the University agrees that it will observe the terms under which the Employee is employed by the Home Institution that are made known to the University (save in respect of pay and benefits) as if it were the employer of the Employee and that it will not do or omit to do anything which it ought reasonably to know would cause, or have a material risk of causing, the Home Institution to breach any of its obligations to the Employee.
4. Basis of charges
   1. The Home Institution will pay the Employment Costs to the Employee in accordance with the Employee’s contract of employment with the Home Institution.
   2. The Home Institution will recharge any Employment Costs to the University on a monthly basis (**Charges**). The Home Institution shall follow such reasonable standard invoicing processes as communicated to it in writing.
   3. All sums payable by the University to the Home Institution under this Agreement are exclusive of any Value Added Tax properly chargeable.
   4. Where a supply for Value Added Tax purposes is made under this Agreement then the party making that supply shall issue to the recipient of the supply a valid tax invoice.
   5. On receipt of a valid tax invoice referred to in clause 5.4, the recipient shall pay to the supplier the amount of Value Added Tax properly due at the same time as paying the net amount due to which any such Value Added Tax relates.
5. Employee’s expenses
   1. The Home Institution will reimburse directly to the Employee any out-of-pocket expenses properly and reasonably incurred by the Employee in the performance of the Services. Without limitation, any out-of-pocket expense which the University has, in writing, agreed for the Employee to incur, or asked the Employee to incur, shall be deemed to be properly and reasonably incurred. Such expenses will be reimbursed by the University to the Home Institution as part of the Employee Costs.
   2. The parties acknowledge that the Employee might not immediately seek reimbursement for out-of-pocket expenses. The Home Institution shall recharge any such expense to the University in accordance with clause 5 within 30 days of having reimbursed the Employee.
6. Early termination
   1. Notwithstanding any other provision of this Agreement, the secondment may be immediately terminated on written notice by the University if:
      1. it has reasonable grounds for suspecting the Employee of committing any act or making any omission (whether or not in connection with the secondment) which would entitle the University to dismiss the Employee summarily if they were employed on the terms and conditions under which they are employed by the Home Institution;
      2. it has reasonable grounds for suspecting the Employee of committing, being charged with committing, or been convicted of committing, any criminal offence involving dishonesty or violence, or any offence that may be tried as an indictable offence, other than an offence which does not in the reasonable opinion of the University affect the Employee’s secondment. This shall not apply in relation to any spent convictions; or
      3. it has reasonable grounds for suspecting the Employee of breaching any term of the Secondment Letter if that breach cannot be remedied, or if the breach can be remedied, has not been remedied by the Employee within 14 days of written notice requiring them to do so.
   2. The Home Institution may terminate this Agreement at any time by summary notice in writing if it reasonably suspects that the University has committed any act or made any omission (whether or not in connection with the secondment) which, if the University was the employer of the Employee, would entitle the Employee to terminate their employment without notice.
   3. A party may terminate immediately upon written notice if the other party commits a material breach of this agreement that cannot be remedied, or if it can be remedied, fails to do so within 28 days of being notified in writing.
   4. Termination or expiry of the secondment will not affect any liabilities outstanding between the parties under this Agreement nor any ongoing obligations of the parties under this Agreement.
7. **Post-Termination**
   1. Subject to the continuation of the Employee’s contract of employment with the Home Institution, at the end of the Secondment Period the Employee will rejoin the Home Institution.
8. **Employment Procedures**
   1. The parties agree that the Employee will be required to observe the University’s working rules and practices communicated to them from time to time. However, all formal disciplinary, performance management, or other employment issues relating to the Employee will be managed by the Home Institution.
   2. Notwithstanding clause 9.1, the University shall be able to take temporary, proportionate, preventative measures in accordance with the University’s policies and procedures if it reasonably considers the Employee poses an immediate, material, and unacceptable risk to the University’s operations. This may include temporarily revoking the Employee’s access to the University’s IT systems, or temporarily excluding the Employee from the University’s premises. If the University takes any such steps, it must immediately notify the Home Institution in writing, and provide all information and assistance reasonably sought by the Home Institution.
   3. Any leave taken by the Employee that extends beyond the secondment period must be first agreed in writing by both the Home Institution and the University.
9. Co-operation and Compliance
   1. During the secondment, the University will:
      1. comply and use all reasonable endeavours to procure that the Employee and the employees of the University comply with the provisions of the Health and Safety at Work etc. Act 1974 and the Equality Act 2010, and any statutory re-enactment or modification of them and any rules or regulations made under them;
      2. comply and use all reasonable endeavours to ensure that the Employee and the employees of the University comply with any other relevant legislation which comes into force during the period of the secondment and any current or future legislation in any jurisdiction which may be relevant to the secondment;
      3. ensure that it makes the Employee aware of its policies, including, without limitation, on health and safety, fire safety, inclusion, information security, equal opportunities and harassment;
      4. notify the Home Institution as soon as reasonably practicable of any performance, disciplinary or grievance issues which arise in relation to the Employee;
      5. as soon as reasonably practicable after any such notification, provide the Home Institution with a comprehensive written report containing the facts relating to the conduct or performance of the Employee, all relevant documents, and any other evidence;
      6. provide all reasonable assistance to the Home Institution with any performance, disciplinary or grievance investigation or procedures, including procuring the reasonable assistance of its staff;
      7. agree that any employment decision relating to the conduct or performance of the Employee rests with the Home Institution whose decision will be final;
      8. notify the Home Institution in writing as soon as reasonably practicable if the Employee makes any complaint against the University or the University’s employees, and provide all reasonable assistance requested by the Home Institution in relation to that complaint;
      9. monitor the sickness absence of the Employee during the Secondment Period and report details of all sickness to the Home Institution within 7 days of the beginning of the period of the absence. For the avoidance of doubt the Home Institution will not be obliged to make available the services of another person during any period of absence whether it be holiday, sickness or any other type of absence; and
      10. monitor and record the number of days holiday taken by the Employee during the Secondment Period and report those to the Home Institution.
10. Intellectual Property Rights
    1. To the extent of the Home Institution’s interests, the Home Institution assigns to the University:
       1. any inventions (whether or not patentable) within the meaning of the Patents Act 1977 made by the Employee during the Secondment Period that arise wholly and directly from the Services and during the Secondment Period; and
       2. by way of assignment of future copyright the copyright, design and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works created or made by the Employee during the Secondment Period that arise wholly and directly from the Services and during the Secondment Period.
    2. The University shall have no interest whatsoever in any of the Home Institution’s intellectual property rights that exist prior to, or arise independently from, this Agreement or the secondment.
11. Insurance and Indemnities
    1. The parties agree that while the Employee is acting in the course of their secondment, they will be acting as the agent of the University. The University will indemnify the Home Institution on a continuing basis against all and any claims, rights, remedies, costs, expenses (including legal fees on an indemnity basis) or liabilities of whatever nature in any jurisdiction incurred by the Home Institution arising from any acts or omissions of the Employee in the course of the secondment (save if as a result of an act or omission directly and inevitably resulting from instructions given to the Employee by the Home Institution).
    2. The University will keep the Home Institution indemnified on a continuing basis against all claims, rights, remedies, costs, expenses or liabilities of whatever nature in any jurisdiction arising from any act or omission of the University or any of its employees in relation to the Employee or the secondment that is in breach of this Agreement.
    3. The Home Institution will keep the University indemnified on a continuing basis against all claims, rights, remedies, costs, expenses or liabilities of whatever nature in any jurisdiction arising from any act or omission of the Home Institution or any of its employees in relation to the Employee or the secondment that is in breach of this Agreement.
    4. The University will take out and maintain in full force with a reputable insurance company adequate insurance covering any loss, injury or damage that may be caused by or to the Employee during the Secondment Period, to include public liability and employer’s liability insurance.
12. Data protection
    1. Each party agrees to comply with its obligations as set out in Schedule 3 (Data Protection) of this Agreement.
13. Confidentiality
    1. Confidential Information means all non-public information relating to or disclosed by one party (Discloser) to another party or related entities controlled by that party (Recipient) relating to, or in furtherance of, this Agreement that is designated as confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.
    2. A Recipient shall use Confidential Information only to the extent required for performance under this Agreement, and shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Where Confidential Information is disclosed to a related entity controlled by a party as a Recipient, that controlling party shall be liable for the entity’s compliance with the terms of this clause 14. Confidential Information shall remain the property of the Discloser, and disclosure does not constitute any grant of rights to the Recipient.
    3. Information is not Confidential Information if it: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Recipient at the time of its receipt from the Discloser; (iii) is disclosed to the Recipient from any third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed without reference to any Confidential Information.
    4. Upon termination or expiry of this Agreement, each Recipient shall securely return or destroy the Confidential Information upon a Discloser’s written request, unless required to keep copies as part of its legal or record keeping obligations.
    5. A Recipient may disclose Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by statute and/or by a regulatory or government body or court of competent jurisdiction. Should this occur, the Recipient shall notify the Discloser as soon as reasonably practicable.
    6. If, as part of their secondment, the University discloses to the Employee non-public information relating to the University that is designated as confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, the Home Institution agrees to not store or make use of that Confidential Information.
14. Disclosure Legislation
    1. It is acknowledged that one or both parties may be subject to the requirements of the UK Freedom of Information Act 2000 and the UK Environmental Information Regulations (together the "Disclosure Legislation") and information held in relation to or in connection with this Agreement may be disclosable under the Disclosure Legislation. Each party agrees to provide reasonable assistance and cooperation as may reasonably be requested by the other party to enable the other party to comply with its obligations under the Disclosure Legislation.
15. Notices
    1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party. Unless updated in writing from time to time, this shall be:
       1. For the Home Institution

[insert title/ role to address the notice to]

[address]

[email]

* + 1. For the University:

[insert title/ role to address the notice to]

[address]

[email]

* 1. Notices shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, or e-mail.
  2. A notice or other communication shall be deemed to have been received when: if delivered personally, when left at the appropriate address; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, 24 hours after transmission and if no bounce-back, error, or undeliverable message has been received by the sender.

1. General
   1. The parties shall obtain and maintain all necessary licences and consents as may be required for full performance under this Agreement.
   2. Each party shall comply with all applicable laws, statutes, regulations, and codes in performance of this Agreement. Without limitation, each party shall comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, and maintain in place throughout the term of this Agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with those laws and will enforce them where appropriate.
   3. None of the rights or obligations under this Agreement may be assigned or transferred without the written consent of the other party.
   4. This Agreement does not create any partnership or agency relationship between the parties.
   5. This Agreement is governed by and shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
   6. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
   7. No failure or delay by a party to exercise any right under the Agreement shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
   8. This Agreement may be executed in any number of counterparts. No counterpart shall be effective until each party has executed and exchanged at least one counterpart.
   9. No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties.
   10. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous discussions, agreements, arrangements and understandings between the parties with respect thereof.
   11. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

SIGNED on behalf of the parties on the date first set out above.

SIGNED by )

on behalf of Queen Mary University of London )

SIGNED by )

a duly authorised person )

on behalf of [Home Institution] )

Schedule 1

JOINT LETTER TO EMPLOYEE

[Name]

[Address]

[Date]

Dear [Name]

This letter is to confirm the terms of your secondment from [**employer**] (the **Home Institution**) to Queen Mary University of London (the **University**). For the avoidance of doubt you will remain an employee of the Home Institution throughout the period of the secondment.

1. Your secondment will commence on [date] and will continue subject to the terms of the Agreement between the Home Institution and the University as well as the terms of this letter.
2. During the secondment you will act as [role]. This shall include the following duties and activities:
   1. [copy and paste from Sch 2]
3. You may be required to travel on the University’s business to such place (whether within or outside the United Kingdom) by such means and on such occasions as it may from time to time require.
4. During the secondment you will devote the whole of your time, attention and skill to the duties of the secondment unless expressly permitted otherwise in writing by the University. This shall apply to any activities commenced prior to the Secondment. You will be required to perform the secondment duties at the time or times as the University may reasonably require.
5. At all times during the secondment you will use all reasonable skill and care in the performance of your duties and act at all times in the best interests of the University.
6. During the secondment your salary will continue to be paid by and reviewed by the Home Institution.
7. Any out-of-pocket expenses properly incurred by you in the performance of your duties will be reimbursed to you directly by the Home Institution. This will require you to provide the Home Institution with written approval from the University for you to incur that expense.
8. You must disclose in writing to the Home Institution and the University if, prior to or during your secondment you are charged with committing, or have been convicted of committing, any criminal offence involving dishonesty or violence or any offence that may be tried as an indictable offence. There is no obligation to disclose spent convictions.
9. Ending the secondment
   1. The secondment will automatically end on [date] unless a different date is agreed in writing between yourself, the Home Institution, and the University.
   2. The secondment will terminate immediately if you cease to be employed by the Home Institution for whatever reason (including dismissal with or without notice and your own voluntary resignation).
   3. Either the Home Institution of the University can terminate the secondment immediately if the other commits a material breach of their agreement with either cannot be remedied, or if capable of remedy, is not remedied within 28 days of written notice.
   4. Notwithstanding any other provision in this letter the University will have the right to terminate the secondment immediately at any time if:
      1. it has reasonable grounds for suspecting you of committing any act or making any omission (whether or not in connection with the secondment) which would entitle the University to dismiss you summarily if they were employed by the University on the terms and conditions under which they are employed by the Home Institution;
      2. it has reasonable grounds for suspecting you of committing, being charged with committing, or been convicted of committing, any criminal offence involving dishonesty or violence, or any offence that may be tried as an indictable offence, other than an offence which does not in the reasonable opinion of the University affect your secondment. This shall not apply in relation to any spent convictions; or
      3. it has reasonable grounds for suspecting you of breaching any term of this letter if that breach cannot be remedied, or if the breach can be remedied, has not been remedied by you within 14 days of written notice requiring you to do so.
   5. The Home Institution may terminate the secondment at any time by notice in writing if it reasonably suspects that the University has committed any act or made any omission (whether or not in connection with the secondment) which, if the University was your employer, would entitle you to terminate your employment without notice.
10. Insofar as your secondment duties give rise to the creation of intellectual property rights and you have any interest in those rights, you agree those rights shall be automatically assigned to the University.
11. During your secondment, you may gain access to the confidential information of the University. You must handle that confidential information in accordance with all University policies and procedures, and only for the purpose of performing the secondment. You must not at any time bring any University confidential information onto any Home Institution device or IT system. You must not use any University confidential information in your work for the Home Institution.
12. If the secondment is terminated under clause 9.4 above then the Home Institution may treat your conduct giving rise to the termination as a fundamental breach of the terms and conditions of your employment with the Home Institution and the Home Institution will have the right to terminate your employment immediately by written notice to you.
13. During your secondment you will be required to observe the University’s working rules and practices, and familiarise yourself with and abide by the procedures and policies of the University, including in relation to health and safety, fire safety, information security, inclusion, equal opportunities, harassment and confidentiality. You will also be required to undertake relevant mandatory training as part of your induction. However, all formal disciplinary or grievance issues which arise during the secondment will be dealt with by the Home Institution who may call upon the University where appropriate to assist it in this exercise.
14. Notwithstanding clause 13, the University shall be able to take temporary, proportionate, preventative measures in accordance with the University’s policies and procedures if it reasonably considers you pose an immediate, material, and unacceptable risk to the University’s operations. This may include temporarily revoking your access to the University’s IT systems, or temporarily excluding you from the University’s premises.
15. In addition to any University requirements, you are still required to submit any holiday or leave requests to the Home Institution for the period of the secondment, and to notify the Home Institution of any sick days.
16. You agree to give your consent to the University to the processing of all and any personal data (including any sensitive personal data) relating to you in accordance with all applicable data protection legislation.
17. Nothing in this letter will create the relationship of employer and employee between you and the University.

Please sign, date and return the attached copy of this letter to indicate your acceptance of the secondment and your agreement to the terms and conditions of this letter.

Yours sincerely

**For and on behalf of**

**Queen Mary University of London**

**For and on behalf of**

**[Name of Home Institution]**

I hereby accept the secondment to the University on the terms and conditions set out in the above letter. I acknowledge and accept that the above letter is a variation of the terms and conditions of my employment with the Home Institution.

Signed .....................................

Dated ......................................

**SCHEDULE 2 – THE SERVICES**

The Services shall comprise the following:

1. [insert]
2. Such other activities as are incidental to, or reasonably necessary in the performance of, the above.
3. Such other activities as agreed between the parties and the Employee from time to time in writing.

**SCHEDULE 3 – DATA PROTECTION**

DEFINITIONS

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| **“Administrative Purposes”** | * 1. means Processing the Personnel Personal Data for the purposes of administration, management, dispute resolution and compliance of the Agreement; |
| **"Controller", "Data Subject", “Personal Data”, "Personal Data Breach", "Processor", "Processing"** | * 1. have the meaning given to those terms in the Data Protection Legislation, and "**Process**" and "**Processed**" are construed accordingly; |
| **“Data Protection Legislation”** | * 1. means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject in relation to this Agreement, including the UK Data Protection Legislation and the EU GDPR, and any code of practice or guidance published by a Regulator from time to time; |
| **“Data Protection Particulars”** | means, in relation to any Processing under this Agreement:  the subject matter and duration of the Processing;  the nature and purpose of the Processing;  the type of Personal Data being Processed; and  the categories of Data Subjects,  as those categories shall be described in Appendix 1 to this   * 1. Schedule; |
| **“Data Subject Request”** | * 1. means an actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation; |
| **“EU GDPR”** | * 1. means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; |
| **“GDPR”** | means the EU GDPR or the UK GDPR, as the context requires; |
| **“Permitted Purpose”** | means the purpose of the Processing the Personal Data under or in connection with this Agreement, as set out in more detail in the Data Protection Particulars; |
| **“Personnel”** | * 1. means, in relation to either party, all persons engaged or employed by that party from time to time, including its officers, consultants, contractors, agents; |
| **"Regulator"** | * 1. means any local or national agency, department, official, parliament, public or statutory person or any government body, responsible for administering, providing guidance on, supervising and enforcing Data Protection Laws, including in the United Kingdom the Information Commissioner’s Office |
| **“Restricted Country”** | * 1. means a country, territory or jurisdiction that is outside of the United Kingdom or European Economic Area which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the Processing or transfer of Personal Data carried out under or in connection with this Agreement; |
| **“Security Requirements”** | * 1. means the requirements regarding the security of Personal Data, as set out in the Data Protection Legislation (including in particular the measures set out in Article 32(1) of the GDPR, taking due account of the matters described in Article 32(2) of the GDPR); |
| **“Shared Data”** | * 1. means all information, materials and data, including Personal Data and Special Category Personal Data that is shared between the parties under, or in connection with, this Agreement (as such Personal Data is more particularly described in the Data Sharing Particulars). |
| **“Special Category Personal Data”** | * 1. means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR and Personal Data relating to criminal convictions and offences; |
| **“Third Party Communication”** | * 1. means any request, complaint, or communication from a third party, including any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data; |
| **“Transparency Requirements”** | * 1. means requirements around ensuring that Processing is fair and transparent, as set out in the Data Protection Legislation (including, in Article 5(1)(a) and Article 13 and Article 14 of the GDPR, as applicable); and |
| **“UK Data Protection Legislation”** | * 1. means the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (the “**UK GDPR**”). |

1. Arrangement between the parties
   1. Without prejudice to Paragraph 1.2, the parties each acknowledge and agree that each party shall Process Personnel Personal Data (in their respective capacities as Controllers) under and in connection with this Agreement for the Administrative Purposes.
   2. Relationship of the parties 
      1. The parties shall each Process Shared Data. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties anticipate that the Home Institution shall act as a Controller and the University shall act as an independent Controller, in which case Paragraphs 2.1 – 2.2 of this Schedule shall apply to such Processing; and
      2. Each party will comply with its obligations under the Data Protection Legislation in its performance of its obligations under this Agreement.
2. **Controller obligations**
   1. Without limiting the generality of the obligation set out in Paragraph 1.2, each party shall:
      1. ensure it is not subject to any prohibition or restriction which would:
         1. prevent or restrict it from disclosing or making available Shared Data to the other party as required under this Agreement;
         2. prevent or restrict it from granting the other party access to Shared Data as required under this Agreement; or
         3. prevent or restrict either party from Processing Shared Data, as envisaged under this Agreement;
      2. comply with the Transparency Requirements to enable each party to Process Shared Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws; and
      3. ensure that, at the point that it discloses or makes available Shared Data to the other party, Shared Data is:
         1. adequate, relevant, and limited to what is necessary in relation to the Processing envisaged in order for the other party to perform its obligations under this Agreement; and
         2. accurate and, where necessary, up to date, having taken every reasonable step to ensure that any inaccurate Shared Data has been erased or rectified.
   2. Each party shall:
      1. notify the other party promptly (and in any event within 48 hours) in writing upon it (or any of its Personnel) becoming aware of any actual or suspected, threatened or ‘near miss’ Personal Data Breach in respect of Shared Data and, together with such notice, will provide a written description of the Personal Data Breach particulars required under Article 33(3) of the GDPR, and shall:
         1. implement any measures necessary to restore the security of the compromised Shared Data;
         2. assist the other party with making any notifications to the Regulator and affected Data Subjects; and
         3. continue to provide further information relating to any such Personal Data Breach as details become available;
      2. implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed by the Security Requirements;
      3. notify the other party promptly (and in any event within two days) following its receipt of any Data Subject Request or Third Party Communication in relation to Shared Data and shall:
         1. not disclose the other party’s data in response to any Data Subject Request or Third Party Communication without notifying the other party of such disclosure;
         2. provide the other party with all reasonable co-operation and assistance required in relation to any such Data Subject Request or Third Party Communication;
         3. continue to provide such further information relating to any such Data Subject Request or Third Party Communication as details become available; and
      4. except to the extent required by Law, upon the earlier of:
         1. termination or expiry of this Agreement (as applicable); and/ or
         2. the date on which Shared Data is no longer relevant to, or necessary for, the Permitted Purpose,
         3. the University shall cease Processing all Shared Data and return and/ or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Home Institution) all Shared Data and all copies in its possession or control
   3. **International Transfers of Personal Data**
   4. Each party agrees it is its understanding that any Data Transfer involving the Personnel Personal Data for the Administrative Purposes shall be within the derogation set out at Article 49(1)(c) of the GDPR. To the extent either party reasonably determines otherwise, on notice to the other party, the parties shall negotiate in good faith such amendments to this Agreement as may be required to give effect to such change.
   5. The parties do not otherwise anticipate that Personal Data will be transferred to, or Processed in, a Restricted Country. If this becomes necessary, the parties shall reach agreement as to the mechanisms by which such transfer or Processing shall occur prior to such transfer or Processing occurring.

Appendix 1 - Data Protection Particulars

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| **The subject matter and duration of the Processing** | The subject matter is as set out in the row “Data Subjects and type of Personal Data being Processed”.  Shared Data may be actively processed during the Secondment Period and for a period thereafter if required by matters arising from the Shared Period (e.g. any relevant investigations or financial Charges). Shared Data will be securely stored by the Home Institution and the University in accordance with their respective internal policies. |
| **The nature and purpose of the Processing** | Prior to the Secondment Period, details of the Employee and University staff may be shared so that each can identify and communicate with each other  During and after the Secondment Period, information may be Processed as reasonably required in performance of this Agreement. |
| **Data Subjects and type of Personal Data being Processed** | The Employee:   * name; * location; * date of birth; * telephone number; * contact address; * email address; * academic history; * work performance during the Secondment Period; and * medical and disability information as required to be communicated.   Staff of the Home Institution:   * name; * email address; and * location data.   Staff of the University:   * name; * email address; * telephone number; * employment and disciplinary history; and * location data.   In the event that grievance, performance or disciplinary matters arise, all additional Personal Data may reasonably be required to be Processed, from both the above Data Subjects and additional Data Subjects (e.g. members of the public). Due to the highly variable nature of these issues, the types of Personal Data cannot be exhaustively listed. |
| **Locations (including the geographic region) in which the personal data may be Processed** | UK [and EEA] |