

SCHEDULE 32
SECONDMENT TERMS
(Clause 8)

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SCHEDULE 32**SECONDMENT TERMS****1. SECONDMENT AGREEMENT – FORM 1**

SECONDMENT OF [*to be completed*] (“*Secondee*”)
FROM THE DEPARTMENT FOR WORK AND PENSIONS TO ATOS ORIGIN IT SERVICES
UK LIMITED.

- 1.1 This agreement is made between the Department for Work and Pensions (hereinafter referred to as “the *AUTHORITY*”), and Atos Origin IT Services UK Limited (hereinafter referred to as “the *CONTRACTOR*”).

2. PURPOSE OF THIS AGREEMENT

- 2.1 The *AUTHORITY* agrees to second to the *CONTRACTOR* the *Secondee* named above. The *CONTRACTOR* shall assign the *Secondee* to such duties as the *CONTRACTOR* may reasonably require of him/her for the purpose of its business, in particular in accordance with the duties set out in the proposed programme at Annex 1 which shall form part of this agreement.

3. DURATION OF THE AGREEMENT

- 3.1 The secondment shall commence on [*to be completed*] and, subject to earlier termination of this agreement in accordance herewith, the secondment shall end automatically on the earlier of [*to be completed*] or the *Secondee* ceasing to be employed by the *AUTHORITY* for whatever reason whereupon this agreement will determine automatically (the “*Secondment Period*”). The secondment shall be on a [part time/full time] basis [and the *Secondee* shall be seconded to the *CONTRACTOR* for [*to be completed*] days a week during the *Secondment Period*].
- 3.2 If the *AUTHORITY* or the *CONTRACTOR* wish to terminate this agreement prior to the date specified above, either party may do so by serving on the other party not less than three (3) months’ prior written notice, unless it is agreed by both parties that the notice period should be varied.

4. TERMS AND CONDITIONS

- 4.1 Nothing in this agreement will constitute a partnership between the parties hereto nor render the *Secondee* an employee or partner of the *CONTRACTOR*. The *Secondee* shall remain an employee of the *AUTHORITY* during the *Secondment Period* and, (subject to the provisions of this agreement), the terms and conditions of the *Secondee*’s employment contract with the *AUTHORITY* as amended from time to time shall apply at all times during the *Secondment Period*.
- 4.2 The *CONTRACTOR* shall comply with and shall procure that the *Secondee* complies with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work, including the provisions of the Health and Safety at Work Act 1974 and any rules or regulations made thereunder.
- 4.3 If the *Secondee* participates in the Principal Civil Service Pension Scheme immediately prior to the start of the *Secondment Period*, the *AUTHORITY* shall ensure that the *Secondee* continues to be covered by the provisions of the Principal Civil Service Pension Scheme.
- 4.4 The *CONTRACTOR* acknowledges Clause 8.8.3 of the Medical Services Agreement dated 15 March 2005 between the *CONTRACTOR* and the *AUTHORITY* (the “*MSA*”) and

accordingly agrees that it will not solicit, offer employment to nor use the services of the Seconded other than in accordance with the terms of this agreement (or by general advertising for the duration of the MSA) for a period of 12 months from the date of termination of the MSA, except where expressly provided for in the MSA or where the AUTHORITY consents thereto in writing.

- 4.5 The CONTRACTOR will procure that the Seconded shall be based at [*to be completed*] and shall report to [*to be completed*] who shall be responsible for overall direction of the Seconded's work during the Secondment Period.
- 4.6 The CONTRACTOR will indemnify the AUTHORITY from and against any liabilities, costs, claims, proceedings, expenses and professional fees which are attributable to the CONTRACTOR's negligence, acts or omissions in relation to the Seconded during the Secondment Period.
- 4.7 During the Secondment Period the AUTHORITY will continue to pay the Seconded his/her normal Civil Service salary and shall be responsible for PAYE deductions and the Employers' NI Contributions.
- 4.8 The CONTRACTOR shall reimburse directly to the Seconded expenses incurred by the Seconded in carrying out his/her duties on secondment (e.g., travelling to and from a site and temporary relocation) within reasonable time of receipt of a claim (together with supporting receipts or other evidence) from the Seconded.
- 4.9 The Seconded's leave allowance shall be in accordance with the terms and conditions of his employment contract with the AUTHORITY as amended from time to time. The Seconded's annual leave entitlement at present is [*to be completed*] working days. Annual leave must be taken at a time convenient to the CONTRACTOR and the AUTHORITY shall procure that the Seconded gives at least one month's written notice to the CONTRACTOR of any holiday which he intends to take and agrees it in advance with the CONTRACTOR.
- 4.10 Details of any time taken off by the Seconded through sickness are to be notified to [*to be completed*] by the CONTRACTOR and the AUTHORITY shall be supplied with a medical or [*to be completed*] self-certificate (as may be appropriate and subject to the receipt of the same by the CONTRACTOR) in relation to such absences without delay. The AUTHORITY shall be responsible for the payment of any statutory sick pay as may be due.
- 4.11 The CONTRACTOR acknowledges that the Seconded shall continue to be subject to the Official Secrets Act and to the special obligation on officers of the AUTHORITY, imposed by Section 123 of the Social Security Administration Act 1992 to safeguard the confidentiality of information held by the AUTHORITY. The CONTRACTOR further acknowledges and procures that the Seconded shall comply with the Civil Service and the AUTHORITY's rules on conduct, discipline, security and confidentiality. [In particular, the CONTRACTOR shall procure that the Seconded will avoid situations that may lead to conflicts of interest [*include relevant examples*]].
- 4.12 During the Secondment Period the AUTHORITY will use all reasonable endeavours to procure that the Seconded devotes the whole of his time, attention and skill to the services to be provided to the CONTRACTOR and procures that the Seconded is responsible to and acts in accordance with the instructions of the CONTRACTOR.

4.13 The CONTRACTOR shall provide a written appraisal on the Secondee's performance on completion of the secondment. This shall be sent to the AUTHORITY in confidence.

4.14 The CONTRACTOR will be responsible for the day to day management of the Secondee. The CONTRACTOR will report any human resource issues relating to the Secondee to the AUTHORITY to enable the parties to agree on the appropriate action.

4.15 Subject to the provisions of this Agreement, the CONTRACTOR agrees that during the Secondment Period, for the purposes of the MSA and otherwise, the Secondee shall be considered an employee of the CONTRACTOR and the Secondee shall not be considered an employee or authorised agent of the AUTHORITY. Without limitation to the foregoing, the CONTRACTOR shall be liable for the acts and omissions of the Secondee during the Secondment Period as if the Secondee were its own employee.

5. [BASIS OF CHARGES]

5.1 [In consideration for the provision of the services of the Secondee hereunder, the CONTRACTOR shall pay the AUTHORITY a fee of [£] per [quarter], such figure representing all salaries, bonus payment, insurances, employer's liability insurance, pension contributions, holiday and sickness pay, tax and both employees' and employer's National Insurance contributions incurred by the AUTHORITY employing the Secondee during the Secondment Period with any Value Added Tax thereon.

5.2 The AUTHORITY will render [quarterly] invoices in arrears to the CONTRACTOR in respect of the fees referred to above commencing on [to be completed]. The CONTRACTOR will pay the fees within [28] days of receipt of an invoice.]

6. VARIATION

6.1 The terms of this agreement may only be varied by the agreement in writing between persons authorised by the parties.

7. BREACH

7.1 Either party may terminate this agreement summarily in the event of a material breach of any of its terms by the other party. Such termination shall not affect any rights which the party so terminating the agreement may have in consequence of the breach by the other party.

8. GOVERNING LAW

8.1 This agreement will be governed by and construed in accordance with the laws of England and each of the parties agree to submit to the jurisdiction of the English courts as regards any claim or matters arising under this agreement.

Authorised to sign for and on)
 behalf of Atos Origin IT Services UK)
 Limited)
 Date:)

Authorised to sign for and on)
 behalf of Department for Work and)
 Pensions)
 Date:)

To be attached: Annex 1 (proposed programme referred to in Clause 2).

1. SECONDMENT AGREEMENT – FORM 2

SECONDMENT OF *[to be completed]* (“Secundee”) FROM ATOS ORIGIN IT SERVICES UK LIMITED TO THE DEPARTMENT FOR WORK AND PENSIONS

- 1.1 This Agreement is made between the Department for Work and Pensions (hereinafter referred to as “the AUTHORITY”), and Atos Origin IT Services UK Limited (hereinafter referred to as “the CONTRACTOR”).

2. PURPOSE OF THE AGREEMENT

- 2.1 The CONTRACTOR agrees to second to the AUTHORITY the Secundee named above. The AUTHORITY shall assign the Secundee to such duties as the AUTHORITY may reasonably require of him/her for the purpose of its business, in particular in accordance with the duties set out in the proposed programme at Annex 1 which shall form part of this agreement.

3. DURATION OF THE AGREEMENT

- 3.1 The secondment shall commence on *[to be completed]* and, subject to earlier termination of this agreement in accordance herewith, the secondment shall end automatically on the earlier of *[to be completed]* or the Secundee ceasing to be employed by the CONTRACTOR for whatever reason whereupon this agreement will determine automatically (the “Secondment Period”). The secondment shall be on a *[part time/full time]* basis *[and the Secundee shall be seconded to the AUTHORITY for [to be completed] days a week during the Secondment Period]*.
- 3.2 If the CONTRACTOR or the AUTHORITY wish to terminate this agreement prior to the date specified above, either party may do so by serving on the other party not less than three (3) months prior written notice, unless it is agreed by both parties that the period of notice should be varied.

4. TERMS AND CONDITIONS

- 4.1 Nothing in this agreement will constitute a partnership between the parties hereto nor render the Secundee an employee or partner of the AUTHORITY. The Secundee shall remain an employee of the CONTRACTOR during the Secondment Period and (subject to the provisions of this agreement) the terms and conditions of the Secundee’s employment contract with the CONTRACTOR as amended from time to time shall apply at all times during the Secondment Period.
- 4.2 The AUTHORITY acknowledges Clause 8.8.3 of the Medical Services Agreement dated 15 March 2005 between the CONTRACTOR and the AUTHORITY (the “MSA”) and accordingly agrees that it will not solicit, offer employment to nor use the services of the Secundee other than in accordance with the terms of this agreement (or by general advertising for the duration of the MSA) for a period of 12 months from the date of termination of the MSA, except where expressly provided for in the MSA or where the CONTRACTOR consents thereto in writing.
- 4.3 The AUTHORITY will indemnify the CONTRACTOR from and against any liabilities, costs, claims, proceedings, expenses and professional fees which are attributable to the AUTHORITY’S negligence, acts or omissions in relation to the Secundee during the Secondment Period.
- 4.4 The CONTRACTOR shall continue to pay the Secundee’s salary which will be annually reviewed and altered in accordance with the CONTRACTOR’s normal salary policy. The CONTRACTOR shall remain responsible for PAYE deductions, NI payments etc. For the purpose of carrying out annual salary reviews, the CONTRACTOR may request reports on the Secundee’s performance from the AUTHORITY annually or more frequently. The content

- of these reports shall be discussed with the Secondee by the CONTRACTOR's Career Manager in accordance with the CONTRACTOR's established Appraisal and Counselling system.
- 4.5 During the Secondment Period, the Secondee shall be reimbursed by the AUTHORITY for travelling, hotel, meal and other expenses incurred in carrying out his duties on secondment, within reasonable time of receipt of a claim (together with supporting receipts or other evidence) from the Secondee.
- 4.6 The Secondee's leave allowance shall be in accordance with the CONTRACTOR's usual terms. The Secondee's annual leave entitlement at present is *[to be completed]* Working Days. Annual leave must be taken at a time convenient to the AUTHORITY and the CONTRACTOR shall procure that the Secondee shall give at least one month's written notice of any holiday which he intends to take and agree it with the AUTHORITY in advance.
- 4.7 All vacation earned during the secondment must be taken before returning to the CONTRACTOR.
- 4.8 During the Secondment Period, the Secondee shall accumulate CONTRACTOR service as normal in respect of all service-related CONTRACTOR benefits.
- 4.9 The Secondee shall be covered by the CONTRACTOR's Travel Accident Plan when travelling on CONTRACTOR business and/or on the business of the AUTHORITY.
- 4.10 The Secondee shall receive the CONTRACTOR's entitlements to paid leave should he be ill during the period of secondment. Details of any time taken off by the Secondee through sickness are to be notified to *[to be completed]* by the AUTHORITY and the CONTRACTOR shall be supplied with a medical on *[to be completed]* self-certificate (as may be appropriate and subject to the receipt of the same by the AUTHORITY) in relation to such absences without delay. The CONTRACTOR shall be responsible for the payment of any statutory sick pay which may be due.
- 4.11 During the Secondment Period, the CONTRACTOR will use all reasonable endeavours to procure that the Secondee devotes the whole of his time, attention and skill to the services to be provided to the AUTHORITY and procures that the Secondee is responsible to and acts in accordance with the instructions of the AUTHORITY or its authorised representative.
- 4.12 The Secondee shall remain subject to the CONTRACTOR's confidential information requirements during the Secondment Period.
- 4.13 In consideration of the AUTHORITY entering into this agreement, the CONTRACTOR hereby assigns to the AUTHORITY (i) any invention within the meaning of the Patents Act 1977 made by the Secondee during the period of the secondment which relate to or are capable of being used in the business of the AUTHORITY and (ii) by way of assignment of future copyright, design and other proprietary rights created or made by the Secondee during the Secondment Period.
- 4.14 If the Secondee wishes to publish any article arising out of work with the AUTHORITY, he shall be required to follow the normal CONTRACTOR clearance procedure and, in addition, the CONTRACTOR shall procure that the Secondee obtains the AUTHORITY's prior written consent and complies with any requirement laid down by the AUTHORITY.
- 4.15 During the Secondment Period and for twelve (12) months following the end of the Secondment Period the CONTRACTOR shall procure that the Secondee shall not, without prior written consent from the AUTHORITY, undertake work in any way connected with the procurement of products or selection of suppliers in any of the CONTRACTOR's spheres of operation. Further, the CONTRACTOR shall procure that the Secondee's work shall not in

any way relate to the CONTRACTOR or any of its competitors and he shall be required to agree to and sign a conflict of interest letter, a copy of which is attached to this agreement.

- 4.16 The CONTRACTOR shall procure that the Secondee shall comply with the provisions of the Official Secrets Act and shall abide by the rules governing the conduct of Civil Servants. In particular, the CONTRACTOR shall procure that the Secondee abides by the rules governing political activities and avoids situations that may lead to conflicts of interest [*include relevant examples*].
- 4.17 Subject to the provisions of this Agreement, the AUTHORITY agrees that during the Secondment Period, for the purposes of the MSA and otherwise, the Secondee shall be considered an employee of the AUTHORITY and the Secondee shall not be considered an employee or authorised agent of the CONTRACTOR. Without limitation to the foregoing, the AUTHORITY shall be liable for the acts and omissions of the Secondee during the Secondment Period as if the Secondee were its own employee.

5. [BASIS OF CHARGES]

- 5.1 [In consideration for the provision of the services of the Secondee hereunder, the AUTHORITY shall pay the CONTRACTOR a fee of [£] per [quarter], such figure representing all salaries, bonus payment, insurances, employer's liability insurance, pension contributions, holiday and sickness pay, tax and both employees' and employer's National Insurance contributions incurred by the CONTRACTOR employing the Secondee during the Secondment Period with any Value Added Tax thereon.
- 5.2 The CONTRACTOR will render [quarterly] invoices in arrears to the AUTHORITY in respect of the fees referred to above commencing on [*to be completed*]. The AUTHORITY will pay the fees within [28] days of receipt of an invoice.]

6. VARIATION

- 6.1 The terms of this agreement may only be varied by the agreement in writing between persons authorised by the parties.

7 BREACH

- 7.1 Either party may terminate this agreement summarily in the event of a [material] breach of any of its terms by the other party. Such termination shall not affect the rights which the party so terminating the agreement may have in consequence of the breach by the other party.

8. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of England and each of the parties agree to submit to the jurisdiction of the English Courts as regards any claim or matters arising under this agreement.

Authorised to sign for and on)
 behalf of Atos Origin IT Services UK)
 Limited)
 Date:)

Authorised to sign for and on)
 behalf of Department for Work and)
 Pensions)
 Date:)

To be attached: Annex 1 (proposed programme referred to in Clause 2).