

Via email:

11 November 2014

**RE: Freedom of Information request – 14/23927**

Thank you for your email of 27 October 2014 where you requested the following information:

*I would like to be provided with the following information for the current year to date, and each of the three years before:*

*1) Details of the numbers of staff on secondment to your department from each of the "big four" accountancy companies: PwC, Deloitte, KPMG and Ernst & Young*

*2) Any records kept on the approximate value of such secondments to the department*

*3) Any records of the broad subject areas on which said staff were working*

*Additionally, I would be grateful for any policies, procedures, or reports prepared in relation to management of staff seconded from the private sector, particularly with regard to privileged information and/or conflicts of interest.*

Under the Freedom of Information Act 2000 ('the Act') you have the right to:

- know whether we hold the information you have requested; and
- be provided with that information (subject to any exemptions under the Act which may apply).

I can confirm that the Department of Energy & Climate Change (DECC) holds the information that you have requested.

DECC uses secondees in a number of ways. Firstly it facilitates DECC having access to private sector skills, experience and resource that it does not otherwise have available. It enables DECC to build capability through skills transfer between the civil servants and external organisations and finally to build a broader understanding of departmental delivery chains and relationships with strategic partners.



### 1. Number of people on secondment

Since February 2010, there have been eight (8) people who have been on secondment to DECC from one or more of the Big 4 accountancy companies. The details of their periods of employment are set out below.

Accountancy company	No of people	Start date	End date
Deloitte	1	July 2010	April 2012
Ernst & Young	1	March 2011	May 2011
	1	November 2010	March 2011
	1	April 2014	Ongoing
KPMG	1	October 2011	November 2011
	1	November 2010	October 2011
	1	March 2014	Ongoing
PWC	1	February 2010	May 2010

### 2. Value of secondment

DECC has taken your question “Value of such secondment” to mean the monetary value i.e. the cost to the department. This information is set out below.

Accountancy company	No of people	Total cost of invoice (£k)
Deloitte	1	207
Ernst & Young	1	18
	1	30
	1	48
KPMG	1	42
	1	24
	1	85
PWC	1	27

### 3. Subject areas of secondment activity

The subject areas that the secondees have worked on are set out in the table below.

Accountancy company	Directorate	Group
Deloitte	Electricity Market Reform	Markets & Infrastructure
Ernst & Young	Electricity Market Reform	Markets & Infrastructure
	Smart Meters	Customers & Households
	Commercial	Corporate Services
KPMG	Commercial	Corporate Services
	Commercial	Corporate Services
	Commercial	Corporate Services
PWC	National Climate Change	Customers & Households



#### **4. Additional information**

All people who are seconded to DECC have an agreed and signed agreement which sets out the conditions of their period of secondment. This document covers all of the points that you raise in your question. In particular I would draw your attention to section 10 on Standards which addresses the points you raise. A specimen copy of such an agreement is attached at Annex A for your reference.

#### **Appeals procedure**

If you are dissatisfied with the handling of your request, you have the right to ask for an internal review. Internal review requests should be submitted within two months of the date of receipt of the response to your original letter and should be addressed to the Security & Information Rights Unit ([foi@decc.gsi.gov.uk](mailto:foi@decc.gsi.gov.uk)).

Information Rights Unit  
Department for Business, Innovation & Skills  
1 Victoria Street  
London  
SW1H 0ET

Please remember to quote the reference number above in any future communications.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Yours sincerely

**DECC HR Management Information**



## Annex A

### SECONDMENT TO THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE OF **name**

On behalf of the Department of Energy and Climate Change (“the Department”), I am pleased to confirm the secondment of **[name]** (“the Secondee”) to the Department as **[job role]** in the **[team]** subject to security clearance. This letter and the attached schedule set out the terms and conditions that will apply to this secondment.

#### Duration of the Secondment and Place of Work

The secondment will commence on **[start date]** and, subject to no earlier termination of the secondment under paragraph 15 of the attached Terms and Conditions, shall terminate on **[end date]**. Subject to this secondment not exceeding two years in duration, it may be extended by mutual agreement.

The Secondee will return to **[name of org]** (“the Employer”) on the expiry or termination of the secondment unless otherwise agreed.

The Secondee’s usual place of work will be **[location]**. However, on occasion they may be required to work at other locations in the United Kingdom. Whilst the Secondee is based at the Department’s premises the Department shall provide suitable working accommodation for the Secondee.

#### Financial arrangements

For the duration of the secondment the Department will reimburse the Employer for the Secondee’s salary and associated salary costs (**confirm costings**). The DECC invoicing contact is **[name]** and they will contact the Employer to confirm the purchase order number to quote on monthly invoices. Invoices will be raised monthly/quarterly in arrears. The Department will not reimburse the Employer for any time during the secondment that the Secondee is released by the Department for mandatory training required by the Employer under paragraph 7.1 of the Terms and Conditions; is on sick leave; or is on special leave. The Department also will not reimburse the Employer for any annual leave taken by the Secondee during the secondment that is, pro rata, in excess of the Department’s annual leave entitlement (30 days).

The Secondee will be reimbursed by the Department for any expenses wholly exclusively and necessarily incurred in carrying out their duties for the department in accordance with the Department’s policy.

#### Security Checks, IT Support, management and training

The Secondee will be asked to complete a Basic Check Verification Record (BCV) and Criminal Conviction Declaration Form (CCD), which should be returned to the Department as soon as possible. Delay in returning the documents may result in difficulty gaining access to DECC buildings.



Department  
of Energy &  
Climate Change

The Department shall provide the Secondee with necessary IT facilities and, where appropriate, management and training, including the DECC Induction course. The course is designed to help new entrants and secondees to learn more about the Department and how it works. It is also a valuable opportunity to meet other newcomers.

Further conditions relating to this secondment

Further details of the conditions of this secondment to the Department are contained in the schedule of terms and conditions attached to this letter (together, the "Agreement").

If you agree with the content of this letter covering the terms and conditions of the secondment, please can you print and sign and return directly to the SSD Interchange Team at the address above.

Yours sincerely



## Agreement - Inward Secondment Terms and Conditions

This Agreement is made between:

- I. **[Insert name of seconding non-Civil Service employer]** of **[insert address]** (“the Employer”)
- II. the host Department of **[insert Civil Service Department name]** (“the Department”)
- III. **[Insert name of individual secondee]** (“the Secondee”) of **[insert address]**.

### 1. Secondment and duration

- 1.1. Appointment to a post in the Home Civil Service (“the Civil Service”) is governed by the Constitutional Reform and Governance Act 2010 and the Civil Service Commission’s Recruitment Principles issued by the Civil Service Commissioners. The Principles except secondments of up to two years to the Civil Service from the requirement that selection for appointment should be made on the basis of fair and open competition.
- 1.2. The Secondee will be seconded by the Employer to work for the Department in the post of **[insert post title]** from **[insert start date]** to **[insert end date]**. The Secondee’s line manager during the secondment will be **[insert name or job title of line manager]**; if a change of line manager is necessary the details will be given to the Secondee and the Employer.
- 1.3. During the secondment the Secondee will work under the supervision of the Department and carry out all reasonable instructions from the Department. The Employer will maintain a reasonable level of insurance cover for loss, injury or damage caused to or by the Secondee in connection with the secondment.
- 1.4. The Secondee will not, without the prior written approval of the Department, do any act, enter into any contract, make any representation, give any warranty, incur any liability or assume any obligation, whether expressly or by implication, on behalf of the Department, or bind or hold himself/herself out as capable of binding the Department in any way.
- 1.5. The Secondee will not carry out any work for the Employer during the secondment.
- 1.6. The Secondee will remain the employee of the Employer for the duration of the secondment and will not become, or be regarded as, the employee of the Department. If the Secondee ceases to be employed by the Employer for any reason during the secondment period then the secondment will terminate immediately.
- 1.7. The Department shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee’s employer.



## 2. Location and hours of work

- 2.1. During the secondment the Secondee's place of work will be **[insert place of work]**. The Department may change the place of work as long as it remains within reasonable travelling distance.
- 2.2. The Secondee's normal working week will be 5 days comprising a total of **41/42 (delete as appropriate)** hours inclusive of a daily one hour lunch break. Flexible or home working can be arranged subject to agreement with the Secondee's line manager at the Department.

## 3. Remuneration

- 3.1. During the secondment the Employer will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).
- 3.2. The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.
- 3.3. Any pay rises during the secondment will be determined by the Employer in the normal way after consultation with the Department if the Department is to reimburse the increased remuneration; see also note in alternative clause 5.1.

## 4. Pensions - automatic enrolment

- 4.1. The Home employer remains responsible for automatically enrolling the employee under legislation.

## 5. Reimbursement

- 5.1. The Department will pay the monthly/quarterly **[delete as appropriate]** sum of **[insert monthly or quarterly payment amount]** as a contribution towards the cost of employing the Secondee, plus VAT if applicable. The Department will not be liable to pay any additional sums (other than the Secondee's expenses, as set out below).

### **OR (if there is full reimbursement).**

The Department will reimburse the Employer for the full cost of the Secondee's remuneration during the secondment, including any reasonable performance-related pay, any reasonable annual pay rises, employer's National Insurance contributions and pension contributions. The Department will also pay VAT where applicable. This is **[insert monthly or quarterly payment amount]**.

- 5.2. Payment/reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Employer providing the Department with an invoice giving details of the payments due and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears with the appropriate purchase order number.



- 5.3. The Employer must ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. The Department will not be liable to pay any items not included in the final invoice.

## **6. Performance Management; performance-related pay**

- 6.1. During the secondment the Employer will continue to conduct performance reviews of the Secondee in accordance with its procedures.
- 6.2. The Department will provide the Employer with appropriate input for these purposes.
- 6.3. The Department will assist the Employer as appropriate with any post-secondment performance review which includes work done during the secondment.
- 6.4. During the secondment the Employer will continue to make decisions about any performance-related pay in accordance with its procedures. Any changes will be discussed with the department especially if there are changes to the funding arrangements.
- 6.5. For the avoidance of doubt, the Secondee will not be paid any performance-related pay awarded by the Department.

## **7. Expenses and training**

- 7.1. Any travel, subsistence or other expenses incurred by the Secondee in the course of the secondment will be reimbursed by the Department in accordance with its rules and policies.

## **8. Health and safety**

- 8.1. During the secondment the Department will be responsible for the Secondee's health & safety insofar as this is within the Department's control. The Department will ensure that the Secondee is only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

## **9. Leave and associated pay**

- 9.1. During the secondment the Secondee will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Employer. At the beginning and end of the secondment any accrued annual leave will be transferred with the secondee. The Secondee must book leave with and report any sickness or other absence to both the employer and the Department as soon as reasonably practicable. Requests for special leave (e.g. to attend to domestic emergencies) should be discussed, as necessary, with the secondee's line manager at the Department and will be considered on a case by case basis.

### **9.2. In the event the secondee takes maternity/paternity or adoption leave and:**

**Secondment has not ended prior to return,** the Department will consent to continue with the secondment and the individual has the opportunity to return to the department to complete the remainder of the secondment period.





**Secondment ends during the period of leave**, the Department consents to the individual continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the employee not taken leave. At that point, even if the period of leave has not expired they will return to the employer and move back onto the terms in place prior to the secondment.

## 10. Standards

- 10.1. During the secondment the Secondee will observe the provisions of the Civil Service Code (attached), the Official Secrets Acts, and all the Department's rules, policies and procedures relating to conduct and standards, including confidentiality and security, unless the Employer's rules, policies or procedures require a higher standard, in which case the Secondee will observe that higher standard in addition. This will also apply after the secondment has ended, in relation to any continuing obligations (including confidentiality and the Business Appointment Rules).
- 10.2. In the event of any breach of this clause the Department will inform the Employer, and may terminate the secondment early as set out in the termination clause in this agreement.
- 10.3. The Secondee should note that the Business Appointment Rules (which form part of the Civil Service Management Code) may place restrictions on the work which he/she is able to carry out after the secondment comes to an end.
- 10.4. The Department will not require the Secondee to disclose or use any information which is confidential to the Employer. Any information the department does acquire as a result of the secondment will be kept confidential.
- 10.5. The Employer will not at any time require the Secondee to disclose or use any information which is confidential to the Department, and will at all times keep confidential any confidential information it acquires as a result of the secondment.
- 10.6. It is a condition of the secondment that the Secondee ensures to the best of their ability that in the course of their duties for the Department there will be no conflict of interest or perception of such, that will or may cause either embarrassment to, or difficulties for the Employer or the Department. Accordingly the following provisions will apply:
- 10.7. Responsibilities - in the course of assigning specific responsibilities to the Secondee, they may be asked to examine whether they are aware of any conflict of interest that might arise and advise the Department accordingly. In the event of a potential conflict of interest, the Department will determine whether or not it would be proper or appropriate for the Secondee to take on the relevant responsibility on behalf of the Department.
- 10.8. Shareholdings - the Secondee should dispose of any significant shareholdings in companies having a special or particular relationship with the Department or operating in any field with which they will be officially concerned, though it may be sufficient for the shareholdings to be placed temporarily in the hands of a trustee. The Department should be informed of any necessary action under this heading and the DECC HR team should be contacted for advice, if required.



- 10.9. Sharedealing - whilst on secondment to the Department, the Secondee has a particular duty to ensure that their position is not, and raises no reasonable suspicion of being, abused to benefit their own personal interest. In particular the Secondee must not use information gained in the course of their work to advance their private financial interests or the financial interests of others.
- 10.10 Appointments after leaving the Department - Business Appointment Rules (BAR)<sup>1</sup> provide for the scrutiny of appointments which former Crown servants propose to take up in the first two years after they leave the service. Staff on secondment to the Civil Service from other employers are also subject to these rules in the same way as civil servants unless they return to their seconding Employer at the end of the secondment and remain there for at least two years. If the Secondee does not return to the Employer at the end of the secondment, but wishes to take up employment with another employer, the Secondee should, in order to avoid possible embarrassment to the Department, inform the DECC HR Business Partner of the position before entering into any firm commitment.
- 10.11 Secondees, like all civil servants, are subject to the provisions of the Official Secrets Act 1989 and to certain other Acts which prohibit unauthorised disclosure of various categories of information. The Secondee is, therefore, required to conform to the Department's security procedures. Secondees, like civil servants, are also required to exercise care in handling information which they acquire in the course of their official duties and to protect information which is held in confidence.
- 10.12 Most civil servants are subject to restrictions on the political activities in which they can engage. These restrictions also apply to secondees. They preclude the secondee from taking part in national political activities. This means that during the secondment, the Secondee may not:
- a. be adopted as a Parliamentary candidate;
  - b. hold, in party employers, posts impinging wholly or mainly on party politics in the national field;
  - c. speak in public on matters of national political controversy;
  - d. express views on such matters in letters to the press or in books, articles or leaflets;
  - e. canvass on behalf of a Parliamentary candidate or political party; and
  - f. if working closely with Ministers, take an active part in local government
- 10.13 During the secondment, the Secondee will discharge such duties and responsibilities as the Department may reasonably require for the purposes of its business and functions;
- 10.14 be responsible to and act in accordance with the instructions only of the Department or its authorised representatives, reporting to the Secondee's line manager at the Department;
- 10.15 be subject to the working arrangements, policies, procedures, rules and regulations applying to all staff of the Department set out in the DECC Staff Handbook and the Civil Service Code . If there is any inconsistency between the Secondee's current

<sup>1</sup> The Business Appointment Rules are available on the website of the Advisory Committee on Business Appointments - [http://acoba.independent.gov.uk/rules\\_and\\_guidelines.aspx](http://acoba.independent.gov.uk/rules_and_guidelines.aspx)



terms and conditions with the Employer and Departmental policies and procedures which are set out in the Department's Staff Handbook, the Departmental policies and procedures will prevail;

- 10.16 be released by the Department for any mandatory training which the Employer requires, provided the Secondee gives his line manager in the Department reasonable prior notice. The Department will provide the Secondee with any training required for the proper performance of their services to the Department.
- 10.17 The appointment is subject to the satisfactory completion of routine enquiries which are made into the background of all new members of staff and secondees. During the secondment, the Secondee will also be subject to any and all security procedures put in place by the Department and applied to its entire staff and others engaged on work in the Department's premises. From time to time this may include the need to search bags carried by individuals.
- 10.18 During and after the secondment the Secondee may not, without the prior written permission of the Department, disclose or make use of any information received in confidence in the course of their secondment.

## **11. Discipline and grievances**

- 11.1. The Secondee will continue to be subject to the disciplinary and grievance procedures of the Employer during the secondment. The Department will co-operate with the Employer in such matters, including by providing any necessary information.
- 11.2. The Department and the Employer will notify each other promptly if they become aware of any disciplinary issue or grievance.

## **12. Policies and procedures**

- 12.1. Except as otherwise provided in this agreement, the Secondee will continue to be subject to the Employer's policies and procedures during the secondment.

## **13. Duty of care**

- 13.1. The Employer [**insert name**] retains responsibility for the duty of care.

## **14. Data protection**

- 14.1. By signing this agreement the Secondee agrees to appropriate information about him/her being passed between the Employer and the Department and processed by them for employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance. Such information will be held securely. Further details about data protection can be found on the Department's Intranet.
- 14.2. In the interests of open government and public access to information, the Department may need to disclose details of officials who are on secondment to it from non-Civil Service employers, including the Secondee's name, the name and address of the Employer, the nature of the work done and the sums paid to the Employer by the Department. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by



central guidance or departmental policy on disclosure. The Employer and the Seconded consent to such disclosure. In deciding what disclosure should be made, the Department will take account of its obligations under the Data Protection Act 1998.

#### **15. Early termination of secondment.**

The Secondment may be terminated by either the Host or us by two months' notice in writing to us or the Host and you at any time.

The secondment to the Department will end where:-

(a) The Seconded's performance or conduct (whether or not in connection with the secondment) during the secondment is such that the Department would be entitled to issue a formal warning and/or dismiss the Seconded if the Seconded were employed by the Department;

(b) The Seconded commits a serious and fundamental breach of their terms and conditions of employment with the Employer;

(c) The Seconded commits a serious and fundamental breach of these terms and conditions;

(d) The Seconded behaves (including being convicted of a criminal offence) in a manner, which, in the reasonable opinion of the DECC Human Resources Director, will or is likely to seriously prejudice the interests or reputation of the Department or the Employer;

(e) The Seconded materially breaches any of the Department's policies or procedures which are applicable to employees of the Department and are referred to in paragraph 10.3 above.

#### **16. Information and monitoring of leave**

16.1. The Department and Employer will monitor and record annual leave, sick absence and other leave. The Employer and the Department will each provide the other with any information the other needs in order to manage the Seconded, both during the secondment and after it ends.

16.2. The Seconded must notify the Department if his/her home address changes during the secondment.

#### **17. Return of property**

17.1. At the end of the secondment or at any time on request, the Seconded and the Employer will return all property supplied by the Department and all documents (including copies) which the Seconded has produced, received or obtained in connection with the secondment, and will irretrievably delete any electronic copies thereof.



## **18. Intellectual property**

- 18.1. The Subject to paragraph 18.2 below, if the Secondee (whether alone or with others during the secondment makes or creates any text, diagrams, software, models, inventions, materials, methodology, designs or other works protected by intellectual property rights, the Employer agrees to assign, or to procure the assignment, to the Department of all intellectual property rights in such works.
- 18.2. During the secondment, the Secondee shall not access or use for the benefit of the Department any of the Employer's Pre-Existing Works. For the avoidance of doubt, the intellectual property rights in the Employer's Pre-Existing Works remain owned by the Employer (or the Employer's licensors, as appropriate). "the Employer's Pre-Existing Works" means any text, diagrams, software, models, inventions, materials, methodology, designs and other works created by or licensed to the Employer prior to or outside the scope of this secondment.
- 18.3. During the secondment, the Secondee shall use the Department's assets to produce work for the benefit of the Department, and not the assets of the Employer. Such assets shall include, but not be limited to computers, laptops and handheld organisers. Where the Secondee is communicating electronically on behalf of the Department, the Department shall ensure that the Secondee is provided with an email address of the Department.

## **19. Liability**

- 19.1. The Department acknowledges that the Employer is not responsible for the work product of the Secondee during the secondment period and the Department waives all and any claims that it may have against the Employer arising out of any act or omission of the Secondee during the secondment period.
- 19.2. The Department shall indemnify and hold harmless at all times the Employer from and against any and all claims and demands, whether made by the Secondee or a third party, including for the avoidance of doubt any claim in tort or under employment related legislation or in relation to any injury or injury resulting in death or in any way connected with the secondment where such liability results from any act or omission, or negligence of, or a breach of contract by the Department, its employees, servants or agents, whether authorised or not by the Department.
- 19.3. The Employer shall indemnify and hold harmless at all times the Department against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the secondment period.

## **20. Assignment**

- 20.1. The Employer may not transfer its rights or obligations under this Agreement without the prior written consent of the Department, except that the Employer may transfer its rights and obligations to any legal entity established or authorised to take over all or part of the Employer's business (the "Successor"). Such transfer shall be effected by the Employer and the Successor jointly serving notice on the other party in which the



Successor agrees to be bound by the terms of this Agreement in place of the Employer with effect from the date specified in such notice.

**21. Governing law**

21.1. This Agreement and the secondment created by it is governed by and shall be construed in accordance with the laws of England. In the event of dispute, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial, the parties shall seek to resolve the dispute through mediation. Nothing in this clause shall preclude the right of either party to seek injunctive relief. If the dispute is not resolved through negotiation or mediation both parties agree that the English Courts shall have exclusive jurisdiction in connection with the resolution of the dispute.

**22. Miscellaneous**

22.1. During the secondment and for a period of six months after its termination or expiry the Department shall not solicit directly or indirectly the services of the Secondee. This will not restrict the Department from employing the Secondee as a result of an unsolicited application in response to a general advertising or other general recruitment campaign.

22.2. This Agreement and all documents referred to in it contain all the terms of the agreement between the Employer and the Department relating to the secondment. No waiver or amendment of any term of this letter shall be effective unless made in writing and signed by a duly authorised representative of the Department and the Employer. The Secondee is not an authorised representative of either party for this purpose.

**23. Assignment**

23.1. This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

**24. Variation**

24.1. The terms of this agreement may only be varied by agreement in writing between the Employer and the Department.

**Declaration by individual**

**I agree that this formal agreement will constitute the principal terms and conditions of my secondment to the Department of Energy and Climate Change**

**Signature of individual on secondment.....**

**Name of individual on secondment.....**



**Date**.....

**Signed for on behalf of DECC**

**Signed for on behalf of [org]**

**Name in capitals**

**Name in Capitals**

**Position in DECC**

**Position in [org]**

Director

**Address in full**

**Address in full**

**Phone**

**Phone**

**Date**

**Date**