



27 February 2015

**RE: Freedom of Information request – 2015/03054**

Thank you for your email of 11 February 2015. You have requested the following information:

- *how many DECC staff are currently seconded to the companies listed below, and*
- *how many employees from the companies listed below are currently seconded to DECC:*

*Cuadrilla,  
Igas,  
Total,  
Shell,  
BP,  
Exxon,  
Centrica,  
SSE,  
EDF,  
EON,  
RWE,  
Third Energy,  
Scottish power.*

*For each DECC secondee to these companies, please provide the following additional information:*

- The position of the secondee at the company*
- The name of the company that they are seconded to*
- The duration of the secondment, including the start date and end date of the secondment*
- The DECC policy team the secondee worked at before the secondment*
- The position of the official to whom the secondee reports at the company*

*For each secondee from the these companies, please provide the following information:*



Department  
of Energy &  
Climate Change

- i. The position of the secondee at DECC*
- ii. The company that the secondee is from*
- iii. The duration of the secondment, including the start date and end date of the secondment*
- iv. The DECC policy team they are currently working at*
- v. The position of the DECC official to whom the secondee reports*

*Please also provide a blank example of a contract that secondees are required to sign which outlines how conflicts of interest must be dealt with. Please provide a full copy of this document and not only an excerpt covering conflicts of interest.*

*I am not asking for any personal data except regarding senior officials and ministers.*

We note that you also submitted this request directly to Nicholas Aluko on 16 February which we acknowledged with reference FOI2015/03480. As this is identical to FOI2015/03054 we will be cancelling FOI2015/03480.

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 some of the information that you have requested.

**Seconded out of DECC**

There is one (1) person who is currently seconded to an organisation shown in your list above. The details that DECC holds are shown in the table below.

|  |  |
|--|--|
| <i>The position of the secondee at the company</i>   | Policy Advisor, Gas Business Development |
| <i>The name of the company that they are seconded to</i>                                       | Shell International Ltd                  |
| <i>The duration of the secondment, including the start date and end date of the secondment</i> | August 2013 – July 2015                  |
| <i>The DECC policy team the secondee worked at before the secondment</i>                       | Electricity Market Reform                |
| <i>The position of the official to whom the secondee reports at the company</i>                | Head of Government Relations, UK         |



### Seconded in to DECC

There is one (1) person who is currently seconded from an organisation shown in your list above. The details that DECC holds are shown in the table below.

|  |   |
|--|---|
| <i>The position of the secondee at DECC</i>  | Civil Nuclear emergency planning advisor                  |
| <i>The company that the secondee is from</i>   | EDF   |
| <i>The duration of the secondment, including the start date and end date of the secondment</i> | January – December 2015                                   |
| <i>The DECC policy team they are currently working at</i>                                      | Nuclear Resilience & Assurance                            |
| <i>The position of the DECC official to whom the secondee reports</i>                          | Deputy Director, Non Proliferation and Emergency Planning |

### Secondment Agreement

A blank copy of a Secondment Agreement is attached at [Appendix A](#).

### 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

**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 Seconded 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 Seconded 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 Seconded does not return to the Employer at the end of the secondment, but wishes to take up employment with another employer, the Seconded 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 Secondeds, 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 Seconded is, therefore, required to conform to the Department's security procedures. Secondeds, 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 secondeds. They preclude the seconded from taking part in national political activities. This means that during the secondment, the Seconded 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 Seconded will discharge such duties and responsibilities as the Department may reasonably require for the purposes of its business and functions;

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<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)



- 10.14 be responsible to and act in accordance with the instructions only of the Department or its authorised representatives, reporting to the Seconded'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 Seconded's current 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 Seconded gives his line manager in the Department reasonable prior notice. The Department will provide the Seconded 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 Seconded 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 Seconded 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 Seconded 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 Seconded 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 Seconded 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 Secondee 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 Secondee'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 Secondee if the Secondee were employed by the Department;
- (b) The Secondee commits a serious and fundamental breach of their terms and conditions of employment with the Employer;
- (c) The Secondee commits a serious and fundamental breach of these terms and conditions;
- (d) The Secondee 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 Secondee 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 Secondee, both during the secondment and after it ends.

16.2. The Secondee 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 Secondee and the Employer will return all property supplied by the Department and all documents (including copies) which the Secondee 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**