

Reference: 2025-039

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I was wondering if you could let me know if you currently use any Contractors or external consultants within the Cyber Security function? Or if you have had contractors in this space previously?

Response

We are currently not using any contractors in the cyber security function. Previously, we had a contractor acting as cyber security lead for 7 months from July 2021 to Jan 2022.

Reference: 2025-040

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

Since the Covert Human Intelligence Sources (Criminal Conduct) Act 2001 came into force on 1 March 2021, how many times in total has a criminal conduct authorisation been granted under section 29B. Of these, how many times in total has a criminal conduct authorisation been granted in relation to a juvenile, as regulated under section 29C?

Response

The Serious Fraud Office (SFO) neither confirms nor denies whether it holds information falling within the description specified in your request. The duty in Section 1(1)(a) of the FOIA does not apply, by virtue of sections 30(3) and 31(3) of that Act. Nothing in my reply should be taken as an indication that the information you requested is or is not held by the SFO.

Section 30 (3) provides that:

The duty to confirm or deny does not arise in relation to information which is (or if it were held by the public authority would be) exempt information by virtue of subsection (1) or (2).

Section 30 (1) provides that:

(1) Information held by a public authority is exempt information if it has at any time been held by the authority for the purposes of—

(a) any investigation which the public authority has a duty to conduct with a view to it being ascertained—

(i) whether a person should be charged with an offence, or

(ii) whether a person charged with an offence is guilty of it,

(b) any investigation which is conducted by the authority and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct, or

(c) any criminal proceedings which the authority has power to conduct.

Section 31(3) provides that:

The duty to confirm or deny does not arise if, or to the extent that compliance with section 1(1)(a) would or would be likely to, prejudice any of the matters mentioned in subsection (1).

Section 31(1)(a)-(c) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

(a) the prevention or detection of crime,

(b) the apprehension or prosecution of offenders,

(c) the administration of justice.

How the exemptions are engaged

Section 30(1) exempts any information held by a public authority if it has at any time been held by the authority for the purposes of (b) any investigation which is conducted by the authority,

and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct.

Section 30(3) allows the respondent to “neither confirm nor deny” whether any information is held in relation to the question where the requested information, if held, is described by section 30(1).

Section 31(3)

Section 31 permits the exemption of information from release when the “disclosure of which would, or would be likely to, prejudice certain specified law enforcement matters”. This exemption is engaged in this response because of the prejudice or likely prejudice caused by the cumulative effect of disclosing information in response to a series of requests of a similar nature (the ‘precedent effect’).

Public interest test

Sections 30(3) and 31(3) are qualified exemptions and require consideration of whether, in all the circumstances of the case, the public interest in maintaining the exclusion of the duty to confirm or deny outweighs the public interest in disclosing whether the public authority holds the information. More information about exemptions in general and the public interest test is available on the ICO’s website at www.ico.org.uk.

It is recognised that there is a general public interest in publicising the work of the SFO, so that the public knows that serious fraud, bribery and corruption are being investigated and prosecuted effectively and so that the public can be reassured about the general conduct of our organisation and how public money is spent. The SFO routinely publishes its Annual Report and Accounts that can found [here](#) and appropriate information regarding active cases and new investigations on our website [here](#).

However, it is also recognised that it is in the public interest to safeguard the investigatory process and that investigating bodies should be afforded the space to determine the course of an investigation. On some occasions, releasing information about what is held or not held by law enforcement bodies would be detrimental to that process. To confirm or deny whether the information you have requested is held would, for reasons outlined earlier, be likely to prejudice the SFO’s conduct of an ongoing criminal investigation/ability to tackle and prevent serious crime. This would not be in the public interest as the right of access to information should not undermine the investigation and prosecution of criminal matters.

Having considered the opposing arguments, I am of the view that the benefits of confirming whether or not the information is held are outweighed by the disbenefits and thus the public interest favours maintaining the exclusion of the duty to confirm or deny whether information is held.

Reference: 2025-041

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

The original request asked for:

“a breakdown of the total cost to the SFO in each of the two ENRC proceedings as at 31 January 2025 to disclose a) payments to outside law firms, b) payments to counsel and c) the details of any cost awards or interim payments against the SFO”

When requested, the following clarification was provided:

The understanding as to the three requests is correct as applying to

(1) any SFO engaged outside law firm or firms,

(2) any and all SFO engaged counsel

(3) any and all court ordered payments to be made by the SFO.

Response

Questions 1 & 2

Please find this information contained in the table below:

Total Civil Litigation Costs SFO v ENRC from 2019 to 31st January 2025							
Suppliers & Expenditure Category	2019	2020	2021	2022	2023	2024	Grand Total
Fees to Counsel		16,823	5,521	16,938			39,282
Government Legal Department	6,194	3,148	42,350	25,607	81,812	554	159,666
Payments to Outside Law Firms	200,546	3,293,262	2,613,034	1,647,069	4,586,334	7,144,898	19,485,143
Vat Adjustment on Civil Litigation Costs	10,670	623,684	528,649	4,559	28,778	220,565	1,416,907
Grand Total	217,411	3,936,917	3,189,554	1,694,173	4,696,924	7,366,018	21,100,998

The information provided encompasses all law firms and counsel *instructed or selected* by the SFO (what we take the applicant to mean by “engaged”). We have not included any law firms or counsel selected or instructed by third parties which the SFO agreed to fund.

Question 3

The information you have requested is exempt by virtue of section 21(2)(b) of the FOIA, which provides that:

21 Information accessible to applicant by other means.

(1) Information which is reasonably accessible to the applicant otherwise than under section 1 is exempt information.

(2) For the purposes of subsection (1)—

(a) information may be reasonably accessible to the applicant even though it is accessible only on payment, and

(b) information is to be taken to be reasonably accessible to the applicant if it is information which the public authority or any other person is obliged by or under any enactment to communicate (otherwise than by making the information available for

inspection) to members of the public on request, whether free of charge or on payment.

How the exemption is engaged

All court orders are public documents. A relevant official within the High Court is required by Civil Procedure Rules (CPR)¹ to provide to an applicant copies from court records of court orders made in public. This applies to all orders relating to payments in both cases you have requested.

Section 21 is an absolute exemption and therefore does not require consideration of the public interest test.

¹ Please see CPR 5.4C for more details.

Reference: 2025-042

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

This is an information request relating to staff expenses over £500.

Please include the following information for the last four financial years, 2021-22, 2022-23, and 2023-24:

- 1. The total amount claimed in expenses by senior staff annually.**
- 2. A breakdown of expenses by category (e.g., travel, accommodation, meals, hospitality, subsistence, training, etc.).**
- 3. The total amount claimed by the most expensive individual claimant (job title only) in each of those years.**
- 4. If available, a breakdown of expenses for members of the senior leadership team (e.g. Chief Executive, Directors), including job titles and total expenses per individual per year.**

Response

We do not hold the information in the format you have requested.

Please see below table for the SFO's total expense costs for financial years 2021 to 2024.

Year	Expenses
2021-22	£154,000
2022-23	£174,000
2023-24	£263,000

We publish the Director and senior management expenses on our website on an quarterly basis, please see this information here: [2024-25 Director and senior management team expenses - GOV.UK](#). For information from previous years, please visit the National Archive website: [Archive Timeline - UK Government Web Archive](#)

We do not hold a breakdown of expenses in any other format.

Reference: 2025-043

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

This is an information request relating to flights taken by staff in your organisation. Please include the following information for the following financial years 2022/23, 2023/24 and 2024/25:

- **A list of all flights taken by employees and board members, including the following details:**
 - **The airline**
 - **The class (e.g. economy, business, first)**
 - **The departure airport and destination**
 - **The cost**
 - **The dates of travel**
 - **The name of the hotels stayed at, if possible**
 - **The cost of any other expenses.**

Response

The question in relation to 'all flights taken by employees and board members' and the breakdown of this data is extremely broad. While the SFO may hold some of the information you have requested, due to the scope of the question we are unable to provide a breakdown of the requested information as it is exempt under section 12 of the FOIA.

How the exemption is engaged

Under section 12 of the FOIA, a public authority does not have to comply with a request for information if complying with the request would exceed the appropriate cost limit, which has been set at £600. A flat rate of £25 per person, per hour, is given for determining whether information is held, finding and retrieving records and extracting the requested information. This means the appropriate limit of £600 will be exceeded if more than 24 hours are required to complete the work, which would be the case in this instance.

In relation to this request, please note that the information about staff air-travel and its breakdown is not held on a central system. To provide the level of details, particularly the breakdown of this data, would require a member of staff manually accessing old reports and compiling a spreadsheet for each entry. Therefore, the numbers of hours required to identify the requested information would exceed the time limit of 24 hours and this would be of disproportionate cost to the SFO.

For assistance, we sent you an email asking you if you would like to refine your request, which may enable us to gather information within the cost limit. For example, we would be able to process your request in relation to the Executive Committee specifically, which we deem would not engage section 12.

Section 12 is an absolute exemption and therefore does not require consideration of the public interest test.

Reference: 2025-044

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

1. The total number of staff that you employ.
2. The total number at each pay grade.
3. The starting salaries for each pay grade for financial year 2024/25
4. The current average salary for each pay grade (for financial year 2024/25)
5. Details of any special pay rates/systems you have for staff in DDAT roles.
6. Details of any special allowances you have the discretion to pay to prevent a staff member from leaving their role.
7. Details of any pay progression scheme that you operate.

Response

Please see below our response to your questions in the order asked.

Question 1

You will be able to find the information on the SFO website in our Annual Reports and Accounts (ARA) here: [Annual Report & Accounts 2023-24 - GOV.UK](#). For information from previous years, please visit the National Archive website: [Archive Timeline - UK Government Web Archive](#).

Question 2

Grade	Total Number of Employees at Grade
Band A (Grade 6)	54
Band B (Grade 7)	144
Band C (Senior Executive Officer)	137
Band D (Higher Executive Officer)	164
Band E (Executive Officer)	114
Band F (Administrative Officer)	17
Band G (Apprentice)	
Senior Civil Service	16

Question 3

Grade	Grade Type	Minimum	Maximum
Band G (Apprentice)	Spot Rate	£23,470	£23,470
Band F (AO)	Spot rate	£27,753	£27,753
Band E (EO)	Corporate	£28,506	£33,565
	Digital	£31,655	£35,243
	Operational	£28,506	£33,565
Band D (HEO)	Corporate	£34,437	£37,853
	Digital	£38,556	£41,104
	Operational	£34,437	£41,767

	Investigator Start Point	£36,950	£41,767
Band C (SEO)	Corporate	£40,178	£44,780
	Digital	£43,886	£49,887
	Operational	£41,223	£49,083
	Investigator Start Point	£42,840	£49,083
Band B (G7)	Corporate	£55,789	£66,021
	Digital	£60,899	£69,323
	Operational	£58,083	£67,473
Band A (G6)	Corporate	£71,056	£79,061
	Digital	£73,396	£83,428
	Operational	£72,320	£83,281

Question 4

Grade	Average Salary
Band A (Grade 6)	£76,880.00
Band B (Grade 7)	£59,818.80
Band C (Senior Executive Officer)	£44,250.50
Band D (Higher Executive Officer)	£37,660.70
Band E (Executive Officer)	£30,313.70
Band F (Administrative Officer)	£26,211.20
Band G (Apprentice)	£23,470.00
Senior Civil Service 1	£92,782.70
Senior Civil Service 2	Published yearly via the Annual Report and Accounts.
Senior Civil Service 3	

Please note, salaries have been calculated with actual salaries for part-time employees, rather than their FTE.

Question 5

The SFO has a digital job family in their pay bands (as stated in our answer to question 3 above). There are no further systems in place as of the response date.

Question 6

None as of response date.

Question 7

None as of response date.

Reference: 2025-045

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

Please provide the complete staff structure of your organisation (including MP's, ministers etc). This must include every specific job title and the number of people employed under that particular job title, organised by Directorate, Department and Team. You may also include the reporting job title (line manager) to show a hierarchal structure. Any information explaining the relevant responsibilities of each job title would be appreciated, however this is not mandatory.

Response

I can confirm that the SFO does hold the information you have requested. Please see the attached SFO organogram with some of the information you have requested.

We have redacted this organogram by virtue of section 30(1) of the FOIA, which provides that:

(1) Information held by a public authority is exempt information if it has at any time been held by the authority for the purposes of—

(a) any investigation which the public authority has a duty to conduct with a view to it being ascertained—

(i) whether a person should be charged with an offence, or

(ii) whether a person charged with an offence is guilty of it,

(b) any investigation which is conducted by the authority and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct, or

(c) any criminal proceedings which the authority has power to conduct.

How the exemption is engaged

Section 30(1) exempts any information held by a public authority if it is held for the purposes of any investigation which is conducted or any criminal proceedings which the authority has power to conduct.

By releasing detailed information about the case teams within the operational divisions, this could prejudice the SFO's law enforcement function, providing in depth information about the cases which are being investigated – including covert cases – and reveal the operational capacity of the department. This would impact our ability to perform our key function for the general public.

Public interest test

It is recognised that there is a general public interest in publicising the work of the SFO, so that the public knows that serious fraud, bribery, and corruption are being investigated and prosecuted effectively. The SFO takes steps to meet this interest by publishing casework information on its website where appropriate.

However, it is also recognised that it is in the public interest to safeguard the investigatory process and that investigating bodies should be afforded the space to determine the course

of any investigation. To release the information you have requested would, for the reasons outlined, be likely to prejudice the SFO's conduct of our criminal investigations and ability to tackle and prevent serious crime. This would not be in the public interest as the right of access to information should not undermine the investigation and prosecution of criminal matters.

For more detailed information about the SFO structure, you may find this in our Annual Reports and Accounts (ARA) here: [Annual Report & Accounts 2023-24 - GOV.UK](#). For information from previous years, please visit the National Archive website: [Archive Timeline - UK Government Web Archive](#).

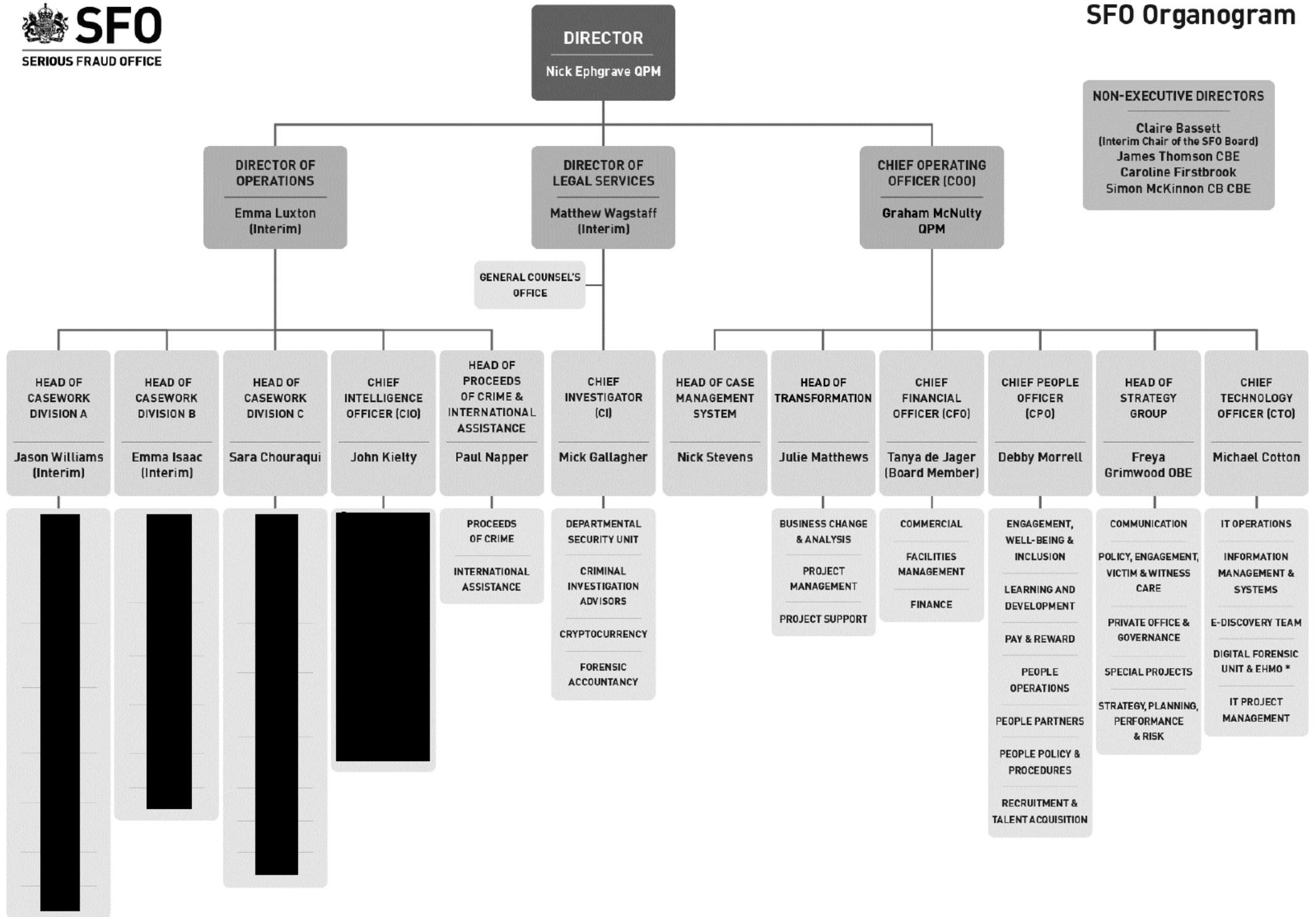
In addition to the redactions on this document, any further information than that which is held – including an in-depth breakdown of the staff structure of the entire organisation – is exempt by virtue of section 40(2).

Section 40(2) states that personal data which is not the personal data of the requester (i.e. third-party personal data) should not be disclosed if this would contravene the data protection principles. This would constitute a breach of the first data protection principle outlined in the General Data Protection Regulation (GDPR), which states that “personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject”.

We maintain that releasing information about individual members of staff to the world at large could not reasonably be interpreted as “fair” processing because the Data Subject would have a reasonable expectation that their personal data would not be disclosed in this way.

This matter was recently tested at the High Court, which found that redactions of junior civil servants must be maintained. Please see detail of this judgment here: [Cox v ICO & HO](#).

Section 40(2) of the FOIA is an absolute exemption and we are therefore not required to consider the public interest in releasing the information requested.



Reference: 2025-046

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I am writing to make a request for access to any non-confidential documentation, case summaries, or investigatory materials relating to the prosecution of six former employees of Glencore who were charged with bribery offences, as publicly announced by the Serious Fraud Office on 3 August 2023. In particular, I would be grateful for copies of the following (where available and disclosable under the Act):

- 1. Case summaries or briefing documents prepared for internal or external communication, including materials suitable for press release or parliamentary briefing.**
- 2. Chronology of key events in the investigation and prosecution of the six individuals, including dates of arrest, charge, and court appearances.**
- 3. Court filings (excluding any sealed or confidential documents), such as indictments, statements of facts, or prosecution summaries.**
- 4. Any correspondence with foreign authorities or international enforcement agencies relating specifically to the Glencore bribery investigation, to the extent such correspondence is not exempt from disclosure.**
- 5. Any completed investigation reports or summaries prepared by the SFO regarding Glencore Energy (UK) Ltd's corporate conviction and its link to the prosecution of the individuals.**

Response

I can confirm that the SFO does hold the information you have requested.

In relation to question five, please see the attached Glencore case summary which relates to the prosecution of the corporate not the individuals. You may also wish to check the latest information about Glencore case on our website [here](#).

In relation to your other questions, the press release is available here ([Former Glencore employees in court charged with bribery offences - GOV.UK](#)). Further information on our prosecution of the individuals will be published in when appropriate.

Any further information you have requested is exempt from release under sections 30(1)(c) and 31(1) of the FOIA.

Section 30 (1)(c) provides that:

(1) Information held by a public authority is exempt information if it has at any time been held by the authority for the purposes of—

(c) any criminal proceedings which the authority has power to conduct.

Section 31(1) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

(a) the prevention or detection of crime,

(b) the apprehension or prosecution of offenders,

(c) the administration of justice.

How the exemptions are engaged

Section 30 permits the exemption of information from release when the disclosure of the requested information may impact criminal court proceedings which the authority may be conducting. As the material about the individuals in this case may need to be produced in court proceedings, releasing this information is likely to impact criminal proceedings and therefore exempt from disclosure under section 30.

Section 31 permits the exemption of information from release when the “disclosure of [it] would, or would be likely to, prejudice certain specified law enforcement matters”. This exemption is engaged in this response because of the prejudice or likely prejudice caused by the cumulative effect of disclosing information in response to a series of requests of a similar nature (the ‘precedent effect’).

Public interest test

Section 30 and 31 are qualified exemptions and require consideration of the public interest in order for the exemption to be maintained. More information about exemptions, the precedent effect, and the public interest test is available on the ICO’s website at <https://ico.org.uk/>.

We acknowledge that there is public interest in understanding the general process the SFO uses to investigate fraud, the resourcing of our work, and how public money is spent. The SFO already takes steps to meet this interest by publishing our Annual Report and Accounts.

We consider that the stronger public interest lies in maintaining the exemption at sections 30(1)(c) and 31(1) of the FOIA. We are satisfied that releasing the information you have requested could set a precedent whereby similar information of each SFO case could be released through the FOIA, thereby allowing members of the public (including suspects and/or defendants) to determine which cases the SFO is prioritising, and any areas of focus for the organisation, while also providing details that could indicate changes in our caseload. In addition, as the material in the case against the individuals remains confidential, the disclosure of which may also have implications for the SFO court proceedings.

Therefore, we find the balance of public interest factors favours exemption in this case.

IN THE CROWN COURT
SITTING AT SOUTHWARK

REX

v.

GLENCORE ENERGY UK LIMITED (“GLENCORE”)

CASE SUMMARY

Introduction

1. On 21 June 2022, before The Honorary Recorder of Westminster, Glencore entered guilty pleas to all seven counts on the Indictment. Sentence was adjourned to 2 and 3 November 2022.
2. Glencore falls to be sentenced for five counts of bribery contrary to section 1 of the Bribery Act 2010 (“BA 2010”) (counts 1 to 5) and two counts of failing to prevent bribery, contrary to section 7 of the BA 2010 (counts 6 and 7).
3. Glencore has pleaded guilty to paying bribes, through its agents and employees, to officials in several jurisdictions for significant commercial advantages, namely securing crude oil cargoes at specific grades and on preferred dates. In Nigeria, Cameroon and Ivory Coast, Glencore paid USD 26,901,820 through intermediaries, agents and employees intending a portion to be paid as bribes to those concerned in allocating crude oil, primarily officials in state owned oil companies. In Equatorial Guinea and South Sudan, Glencore made payments of USD 1,000,000 and USD 1,075,000 respectively to its agents and failed to prevent them from using a portion of those funds to pay bribes to officials in order to secure valuable oil contracts.
4. The Serious Fraud Office (“SFO”) has calculated that the harm figure from the misconduct is USD 127,972,501 or GBP 81,034,197.

The Company

5. Glencore plc is a public company limited by shares, incorporated in Jersey and domiciled in Baar, Switzerland. It was founded in 1974 and is one of the largest multinational commodity trading and mining companies in the world. Glencore plc and its subsidiaries operate in over 35 countries and employ around 135,000 people.
6. Glencore International AG (Limited / SA) ("GIAG") is a wholly owned subsidiary of Glencore plc. Glencore UK Limited is the United Kingdom based wholly owned subsidiary of GIAG. Glencore Energy UK Limited is the wholly owned subsidiary of Glencore UK Limited. Its registered office is at 18 Hanover Square, London W1S 1JY. It was incorporated in England and Wales on 23 September 2002.
7. Glencore's London office primarily dealt in oil. The oil trading business was split into two divisions: oil products and crude oil. The oil products division traded refined oil products, such as gasoline and jet fuel, and the crude oil division traded in unrefined oil sourced from the ground or seabed. The crude oil division was divided into three oil trading desks covering different geographical areas from which crude oil was sourced. These were referred to as the North Sea desk, the Russian desk, and the West Africa desk ("WAF desk"). This case concerns the activities of the WAF desk.
8. Each crude oil trading desk typically had two oil traders who focused on two core areas of business: trading crude oil on the international market and business development. Crude oil trading involved buying oil from producers (who extracted it from the ground or seabed) and selling it at a profit to refiners (who processed crude oil into oil products such as jet fuel and gasoline). Business development involved sourcing crude oil barrels for traders. Access to the most sought after grades of crude oil at the right time was extremely valuable.

Background and Scope of SFO Investigation

9. In July 2017 the United States Federal Bureau of Investigation ("FBI") opened an investigation into potential violations of the Foreign and Corrupt Practices Act 1977 ("FCPA") by Glencore plc, its subsidiaries and employees. Glencore plc received the first of a number of subpoenas from the United States Department of Justice ("DOJ") on 2 July 2018. These covered, amongst other matters, bribery at the WAF desk.
10. On 12 June 2019, the Director of the SFO exercised her power under s.1(3) of the Criminal Justice Act 1987 and commenced a criminal investigation into Glencore. Whilst the SFO's investigation encompassed activity in countries not investigated by

the US authorities, the investigations in both jurisdictions included Glencore's use of the agent, NG1, who operated NG Ltd to pay bribes to officials in Nigeria, Cameroon, Ivory Coast, Equatorial Guinea and Republic of Congo.

11. Discussions between the SFO and the DOJ took place to ensure a co-ordinated global resolution of the relevant conduct. Agreement was reached regarding the scope of the respective investigations into Glencore, in so far as NG Ltd was concerned. The DOJ indictment covers NG Ltd related conduct from 2007 to 29 February 2012. Payments relating to NG Ltd made after 1 March 2012 in Nigeria and Cameroon have been included within the scope of the SFO's prosecution.

Internal Investigation and Cooperation with SFO

12. The law firm Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale") was instructed by Glencore to provide legal advice in relation to the DOJ subpoenas, lead the response to the law enforcement investigations and conduct certain internal reviews.
13. The internal reviews related to cash disbursements made from the Glencore offices in Baar (Switzerland) and London, a joint venture operation (Enyo Retail and Supply Ltd) in Nigeria and an employee in Glencore's Ecuador office.
14. The remit of WilmerHale's internal investigation was primarily shaped by the DOJ subpoenas and the SFO's notices under section 2 of the Criminal Justice Act 1987 ("s.2 notices"). The SFO informed Glencore of the opening of its investigation on 5 December 2019. Following a request from the SFO, WilmerHale gave a presentation of their internal investigation on 12 December 2019. It showed a well-developed understanding of the conduct of the WAF desk, and significant though targeted work that had been performed. This included preserving and reviewing material, identifying relevant agents, key correspondence, and red flag indicators of bribery and other misconduct, and a number of internal interviews with key Glencore employees in the London office. PricewaterhouseCoopers ("PWC") had assisted in data collection, processing, and forensic analysis. A further seven presentations were given by WilmerHale between February 2020 and November 2021 covering updates on the internal investigation, PWC's financial analysis, the collection and preservation of material and the new compliance programme.
15. The SFO served s.2 notices requiring the provision of relevant information from Glencore. WilmerHale regularly engaged with the SFO to ensure that the required material was provided.

16. Glencore agreed a limited waiver of privilege over the memoranda produced for interviews conducted during the course of the internal investigation with current and former employees. These were produced to the SFO voluntarily.
17. In response to a request from the SFO, Stephen Pollard, a UK partner of WilmerHale, provided a statement to the SFO detailing the investigative methodology in relation to the internal investigation in April 2021.

SFO Investigation

18. The SFO made focussed requests to acquire material from Glencore both in the UK and overseas, and from third parties. The SFO investigation team obtained over one million documents, including a substantial quantity of contemporaneous data generated by Glencore in the course of its business in multiple jurisdictions.
19. The data from Glencore includes employee communications and documents from mobile devices, computers, email containers, instant chats, archive and network share repositories. Data from file servers including Human Resources files, compliance documents and accountancy records were also obtained.
20. The SFO conducted interviews under caution and using compulsory powers and reviewed 70 internal interview memoranda. A number of witness statements have been taken from Anthony Stimler ("Stimler"), a Glencore trader who has pleaded guilty to FCPA and money laundering offences in the USA in relation to his role in the payment of bribes. His statements are provided at tab 6.
21. Evidential chronologies and financial analyses were prepared for each strand of the investigation. Between 21 January 2022 and 28 March 2022 the SFO served separate pre-interview disclosure notices in relation to each strand of the investigation. These summarised the allegations of corruption and were accompanied by the supporting evidence.

Admissions

22. On 6 April 2022 Wilmer Hale, solicitors acting for Glencore, wrote to the SFO following their receipt of disclosure notices and accompanying bundles of material. They enclosed admissions to s.1 BA 2010 offences in relation to Nigeria and Cameroon and s.7 BA 2010 offences in relation to Ivory Coast, Equatorial Guinea and South Sudan. The Admissions are provided at tab 5.
23. The charges settled by the prosecution comprised five s.1 BA 2010 offences in relation to Nigeria, Cameroon and also Ivory Coast, (rather than the s.7 offence admitted by

the defendant company in relation to Ivory Coast) and two s.7 BA 2010 offences in relation to Equatorial Guinea and South Sudan.

24. On 24 May 2022 at Westminster Magistrates Court, Glencore indicated it would enter guilty pleas to all the charges. The Plea and Trial Preparation Hearing was held on 21 June 2022 at Southwark Crown Court before the Honorary Recorder of Westminster. Glencore pleaded guilty to all counts on the indictment.

25. The investigation into the conduct of individuals continues.

Resolution with US and Brazilian Authorities

26. GIAG and Glencore Ltd have each agreed separate plea deals with two DOJ Units, GIAG for conspiracy to violate the FCPA and Glencore Ltd to commodity price manipulation. On 24 May 2022 each entity appeared in court; GIAG's formal plea and sentence was adjourned whilst Glencore Ltd entered its plea but sentence was adjourned. GIAG also agreed a resolution with the Brazilian Federal Prosecutors Office. Further details are provided at tab 8.

SUMMARY

Count 1 – Bribery of NNPC officials, between 1 March 2012 and 1 April 2014, USD 4,586,143 payments to NG Ltd for preferential dates, grades and allocation of crude oil cargoes.

Introduction

27. Glencore paid bribes, through its agent, NG Ltd, to Nigerian National Petroleum Corporation ("NNPC") officials to induce them to or reward them for, making decisions such as who would be a term contract holder (i.e. who could purchase crude oil from NNPC), who would be allocated crude oil once they were a term contract holder, the dates on which crude oil would be lifted and the grades of oil which would be allocated. Glencore paid NG Ltd a total of USD 4,586,143 intending a portion to be passed on as bribes. Glencore created addenda to a service agreement between NG Ltd and Glencore in respect of these payments to give the illusion that these payments were for legitimate services. The SFO's calculation of harm for this count is USD 19,223,929 or GBP 12,111,889.

Nigerian National Petroleum Corporation

28. The NNPC was the Nigerian state oil corporation. It was responsible for selling crude oil to commodities traders. Term contracts were awarded by the NNPC to traders to allow them to purchase crude oil from the NNPC. However, there was no guarantee that any crude oil would be sold to a term contract holder. The allocation of crude oil was a separate process whereby term contract holders submitted their preferred grades and loading dates in writing to NNPC officials approximately 6 to 8 weeks before the loading date. Successful parties were notified within a few weeks of the submission date.
29. Nigeria's crude oil came in a variety of grades often referred to by the relevant load port. For example, "Usan" is loaded from the Usan Floating Production, Storage and Offloading vessel (FPSO) in the Gulf of Guinea. Certain grades of crude oil were more profitable than others at particular times, depending on the demands of the market. For example, some were more suitable for refining into diesel and an increase in demand for diesel would increase the profitability of those grades. Similarly, the dates that crude oil was loaded could affect profitability as some purchasers required delivery on specific dates to meet refinery deadlines. This would lead to increased demand and value for certain loading dates.

NG Ltd

30. NG Ltd was Glencore's agent in Nigeria. It is not clear how or when the relationship was established. A Glencore intermediary file review dated 17 September 2013 states that *"A former Glencore oil trader, [GE10] (an experienced specialist in West African oil trading) knew [NG Ltd] for many years and on his retirement, passed the relationship on to Glencore crude oil trader [GE3]. [NG Ltd] was established in the early 1980's and has been active in the Nigerian oil trading business since then..."*.
31. A March 2007 service agreement between GIAG and NG Ltd sets out that NG Ltd was to provide *"service and assistance to Glencore in relation to the import and export of oil to and from Nigeria..."* and *"advise and assist in identifying commercial opportunities in Nigeria"*. Remuneration was to be on a case-by-case basis. In June 2011 the contracting entity was amended from GIAG to Glencore Energy UK Ltd.
32. A new service agreement was entered into in March 2012 and provided that NG Ltd was to *"identify new business opportunities"*. Remuneration was a USD 12,500 monthly retainer plus a service fee to be agreed on a case-by-case basis and recorded as an addendum to the agreement. A 4% administrative fee was payable on all agreed service fees. Several anti-bribery clauses were included reflecting the fact that the Bribery Act 2010 had come into force on 1 July 2011.

33. Between March 2012 and April 2014 Glencore sought to purchase crude oil cargoes and submitted their preferred grades and lifting dates to NNPC. At the same time addenda to the service agreement were produced recording NG Ltd's fee for "*their service and assistance*" in relation to the purchase of specific cargoes of crude oil (typically 950,000 barrels ("bbls")). These were approved and signed by GE6, a senior Glencore employee.
34. NG1 countersigned the addenda returning a copy to Glencore. He supplied a corresponding invoice which Glencore would pay by SWIFT to NG Ltd's account with Standard Chartered in Lagos, Nigeria. These addenda, purportedly for "*service fees*" were a sham. They were used to disguise the true purpose of the payments which was to enable NG Ltd to bribe NNPC officials in order to gain preferential treatment for Glencore in the allocation of crude oil cargoes, the dates crude oil would be lifted, and the grades of crude oil allocated.
35. A total of 16 payments were made by Glencore to NG Ltd in this way totalling USD 4,586,143. These are summarised in the table below. In order to explain how the process worked payment no. 4 (highlighted) below has been dealt with in more detail below:

No.	Cargoes	Addendum Date	Date of Payment	Total Payment (USD)
1	May 2012	March 2012	12 March 2012	326,040
2	Jun 2012	April 2012	18 April 2012	296,400
3	July 2012	May 2012	21 May 2012	296,400
4	August 2012	June 2012	19 June 2012	296,400
5	June 2012	June 2012	11 July 2012	317,411
6	September 2012	July 2012	18 July 2012	306,280
7	November 2012	September 2012	20 September 2012	335,920
8	Dec/Jan 2013	October 2012	24 October 2012	276,640
9	March 2013	Jan 2013	11 January 2013	306,280
10	June 2013	April 2013	29 April 2013	29,640
11	July 2013	April 2013	29 April 2013	306,280
12	October 2013	July 2013	23 July 2013	306,280
13	January 2014	November 2013	22 November 2013	306,280
14	Nov/ Dec 2013	December 2013	23 December 2013	45,552
15	May 2014	March 2014	27 March 2014	314,340

16	Term contract renewal	March 2014	27 March 2014	520,000
	Total			4,586,143

Term Contract Renewal March 2014

36. On 21 March 2014 GE5, a crude oil trader, emailed GE11, who worked in Glencore Operations asking him to raise an addendum for a *“500k flat fee”* for the extension of the NNPC contract. This extension to the term contract allowed Glencore to continue to purchase crude oil from NNPC. GE11 drafted the proposed wording for the addendum which described the fee as a *“success fee of USD 500,000 for assisting Glencore in securing an extension to the ongoing purchase of Nigerian crude oil from NNPC”*. An additional USD 20,000 was added as *“Miscellaneous costs”*. Approval for the payment was sought from senior Glencore employees. Three days later NG1 chased payment asking *“thanks bro. wasn’t it just a sign off or are we still battling points? I am kinda under pressure”*. The expression *“under pressure”* alluded to pressure from NNPC officials to pay bribes. A signed addendum and invoice were exchanged and payment of the full amount followed.

Example: Payment no. 4 - August 2012 Cargoes

37. The following is a summary of the evidence in relation to the August 2012 cargoes of crude oil (payment no. 4). It is provided as an example to illustrate the process by which corrupt payments were made to NNPC officials and the nature of the communications that passed between Glencore and NG Ltd.
38. On 5 June 2012 NG1 emailed Glencore executives *“quick nudge re submitting august nominations to nnpc”*.
39. The following day a Glencore executive emailed NNPC officials preferred grades and dates for August. The first preference was for 950,000 bbls of Antan grade for lifting during 21 to 30 August 2012, the second preference was Erha grade and the third was Okwori. One of the individuals copied into the email was NO1, an NNPC official responsible for crude oil allocations.
40. On 19 June 2012 GE11 emailed NG1 Addendum 1 to the 1 March 2012 Agreement between NG Ltd and Glencore. Under the terms of the addendum NG Ltd was to receive a total service fee of USD 0.30 per bbl for *“their service and assistance in relation to the purchase and loading of 950,000 barrels of August 2012 Crude from NNPC”*. The total to be paid was USD 296,400 by telegraphic transfer upon receipt of

invoice (being USD 285,000 plus miscellaneous costs of USD 11,400). The sent version was signed on behalf of Glencore by GE6.

41. NG1 sent back the Addendum together with invoice 281. Invoice 281 refers to remuneration for NG Ltd's service and assistance in relation to the purchase and loading of 950,000 barrels of August 2012 crude oil from NNPC. The total to be paid was stated to be USD 296,400 upon receipt of invoice (being USD 285,000 plus miscellaneous costs of USD 11,400). Payment was to be made to NG Ltd's account with Standard Chartered. A copy of the commercial invoice was signed by Glencore executives.
42. GE11 sent NG1 the SWIFT confirmation on 19 June 2012 which confirmed the payment of USD 296,400 by Glencore to NG Ltd on 19 June 2012. A portion of NG1's fee was used to facilitate an onward bribe payment by NG1 to officials at NNPC, including NO1.
43. On 19 June 2012 NG1 emailed crude oil traders Stimler, GE5 and GE3 *"okwori not likely as nnpc only have approx 400k bbls as of today.have conveyed no usan.....antan still top choice followed by erha?"*. Stimler replied *"Yes please. Atan 1st then Erha 2nd"*. GE3 replied *"Indeed, those 2 grades seem good. If Erha, ideal would be loading around the 20th Aug (suitable dates for SAR tender)"*.
44. The same day GE3 emailed NG1 *"Pls...If it's erha, push for 20th Aug loader seniorita"* to which NG1 responded as follows: *"will convey verbally first thing in the morning.they have curtailment meetings tomorrow and next and we'll get a better picture of volumes actually avail... I think for good order sake I need to mention that they had wanted to lump usan our way.I rejected. They under pressure not give big intl traders volumes and instead favour local traders so they relieve local political pressures.giving a grade like usan to big traders gives who have marketing strength gives them a good argument to dole out any volumes to us. regardless of this push by them I have made it abundantly clear that we do NOT want usan. if it means we miss a cargoe this month then so be it if push comes to shove.is my assumption right?(I'm not trying to alarm us but need to convey all I'm hearing.) will monitor the next two days very closely and come back to you. any and every flexibility on your part conveyed to me then to them will help ensure we not only get any volumes as a priority but preferred choices..."*
45. On 20 June 2012 GE3 replied *"In my opinion, if it's Usan or nothing, I rather not have cargo in August"*. NG1 responded *"hi chums may be able to get ea.please advise"*. Stimler replied *"That works from my side..."*. NG1 said that he would *"push"* and revert ASAP. GE5 said that ea *"can't be worse than Usan"*. NG1 responded *"sorry guys they piling on the pressure.I need to know if you want clearly please.they value ea massively"*

and are under pressure to give else where.do we want this ea or do we keep away this month and avoid another stinker?". GE5 restated their interest in ea, however NG1 confirmed that "...have now magged to get us erha. Trying to call and will explain". NG1 confirmed that he had been able to secure Glencore's first preference grade for August.

46. On 21 June 2012 GE3 asked NG1 *"Do u know decade bru?"* to which NG1 replied *"Nothing in ink yet-these past week has been back and forth with volumes and grades and dates.will know better this evening G-d willing".* Stimler added *"an early cargo in aug would be DEATH, so please try and get us as late as possible in the month. thanks captain."* NG1 replied *"wow-let me get back to nnpc".*

47. On 27 June 2012 NG1 emailed GE3, Stimler and GE5 *"erha 3rd decade!! please keep p&c until paper in our hands as nnpc trying to manage a big news day and don't want undue noise."* Stimler replied *"good man very well done !"*. The allocation was formally confirmed by NNPC the same day.

Count 2 – Bribery of Ontario Trading S.A. officials between 1 July 2012 and 1 August 2014, USD 2,047,004 payments to NG Ltd for preferential dates, grades, price and allocation of crude oil cargoes.

Introduction

48. Glencore paid bribes, through NG Ltd, to employees of Ontario Trading SA Limited to induce them to or reward them for, securing crude oil cargoes at preferred prices, dates and grades for Glencore. Glencore paid NG Ltd a total of USD 2,047,004 intending a portion to be passed on as bribes. Addenda to a service agreement between NG Ltd and Glencore were generated to give the illusion that these payments were for legitimate services. The SFO's calculation of harm for this count is USD 6,208,686 or GBP 3,905,199.

Ontario Trading SA Limited

49. Ontario Trading SA Limited ("Ontario") was a large company, incorporated in Ghana, which received crude oil allocations from NNPC and from crude oil swap arrangements with the Pipelines and Products Marketing Company Limited ("PPMC").

50. Glencore initially sought a term contract with Ontario for their NNPC allocations. However, by November 2011 it became apparent that Ontario was unwilling to agree

to this. No overarching agreement was therefore entered into between Glencore and Ontario.

51. Instead NG1, on behalf of Glencore, negotiated overall prices with Ontario for specific crude oil cargoes. The agreed total price was not paid directly to Ontario. In official correspondence an agreed lower price was confirmed between Ontario and Glencore which reflected the direct payment made. On each occasion an addendum to the Glencore/ NG Ltd service agreement was drawn up reflecting the balance as a service fee payable to NG Ltd. The addenda were a sham to disguise the true purpose of the payments. The fee was subsequently paid by Glencore directly to NG Ltd. A portion of the fee was used by NG1 to bribe individuals at Ontario who had secured the oil cargoes. Glencore paid NG Ltd a total of USD 2,047,004 in respect of Ontario cargoes between August 2012 and July 2014.

52. The payments are summarised in the table below.

No.	Cargoes	Addendum Date	Date of Payment	Total Payment (USD)
1	September 2012	August 2012	21/08/2012	197,600
				217,745
2	December 2012	October 2012	05/11/2012	227,240
3	January 2013	November 2012	28/12/2012	128,440
4	March 2013	January 2013	05/02/2013	158,080
5	May 2013	March 2013	19/04/2013	266,760
6	June 2013	May 2013	07/05/2013	50,700
	July 2013			177,840
7	Feb 2014	January 2014	10/01/2014	365,560
8	July 2014	July 2014	24/07/2014	257,039
	Total			2,047,004

Example: Payment no.6 - 7 May 2013

53. On 25 April 2013, NG1 emailed GE5 and Stimler to tell them that he had just met with OT1, a trader at Ontario, and that Ontario had a PPMC swap cargo, that would most likely be Qua Iboe, but might be Amenam (these are grades of crude oil). According to

NG1, OT1 had asked Glencore to *“go straight for the jugular with our numbers please from the start”*.

54. On 29 April 2013, NG1 emailed both GE5 and Stimler and told them that Ontario had both Qua Iboe for 22-23 June and Agbami for 29-30 June cargos. He asked for *“numbers as soon as you can sirs”*.
55. GE5 responded to NG1 the same day, copying in Stimler, with prices of OSP [Official Selling Price] +53 for the Qua Iboe and OSP+18 for the Agbami and said *“these are about as sharp as we’re going to be this month bro”*.
56. On 2 May 2013, GE5 said that Glencore could raise its price to OSP+57(+3) and OSP+22 (+3) for the Qua Iboe and Agbami respectively. NG1 responded *“done! he will come back to me shortly with the splits then you can do usual email sir”*.
57. The same day NG1 responded to a query from GE5 as to whether Glencore could work to start selling the cargoes *“he says done so I believe you can though I’d be happier for him to give me the splits so you email formally first. he doing his calculations and talking to [OT2, one of the Ontario directors] about their internal splits before calling me back. would it be ok to give me 45mins?”*.
58. NG1 emailed GE5 and Stimler later that day and asked them to send an email confirmation *“to [OT1] at Ontario (with the usual CCs) for agbami at osp + 20 and qua at osp + 42”*. This was 18 cents less than was agreed for the Qua Iboe and 5 cents less than was agreed on the Agbami.
59. GE5 emailed OT1 a few minutes later to confirm a purchase of Agbami at OSP+20 and Qua Iboe at OSP+42. OT1 responded and confirmed the price.
60. On 3 May 2013, GE5 emailed GE11, copying Stimler and GE2 (a Glencore crude oil trader) to request that he arrange payment of NG1’s fees of USD 0.05 on the Agbami and USD 0.18 on the Qua Iboe. NG1’s fees represent the balance of the price agreed with Ontario. From this sum it was intended that the bribe be paid to Ontario.
61. GE11 responded the same day and asked for justification on the variation between service fees on the two cargoes. He noted that Glencore had previously paid USD 0.27 on Amenam and USD 0.16 on Qua Iboe.
62. GE5 responded *“As discussed... Agbami was a lot easier for [NG1] to secure as the grade is underperforming massively but the Qua iboe market is in a much better state*

as the osps are more reasonable. And Qua is performing better than when we bought the last cargo”.

63. Separately on 3 May 2013, GE11 sought approval to send out the relevant addendum. He summarised GE5’s explanation as *“Pricing difference is down to the fact the Agbami is a less lucrative crude and the fluctuation in the Qua Iboe fee is reflective of the current Nigerian market.”*
64. Addendum 35 [to the service agreement dated 1 March 2012] was created on 3 May 2013. Addendum 35 states that NG1’s fees are USD 0.05 per barrel for the Agbami and USD 0.18 for the Qua Iboe.
65. On 3 May 2013 GE11 emailed NG1 attaching a copy of an unsigned Addendum 35 *“for signing and returning along with invoice”*. GE11 explained that he would *“send you a fully copy once we sign yours as no signature here this afternoon”*.
66. On 7 May 2013 a payment was made by Glencore to NG Ltd by SWIFT in the full amount of USD 228,540.

Count 3 – Bribery of NNPC officials, between 1 July 2012 and 1 April 2014, USD 335,920 payments to NG Ltd for preferential dates, grades and allocation of crude oil cargoes to Petroleos De Geneve S.A. Limited.

Introduction

67. Glencore paid bribes, through NG Ltd, to NNPC officials to induce them to or reward them for, securing crude oil cargoes at preferred dates and grades for Petroleos de Geneve S.A. Limited with whom Glencore had a two year contract to purchase crude oil. Glencore paid NG Ltd a total of USD 335,920 in two payments, intending a portion to be passed on as bribes. Addenda to a service agreement between NG Ltd and Glencore were generated to give the illusion that these payments were for legitimate services. The SFO’s calculation of harm for this count is USD 460,387 or GBP 279,487.

Petroleos De Geneve S.A. Limited

68. Petroleos de Geneve S.A. Limited (“PDG”) was contracted by the government of Malawi to administer a government-to-government crude oil term contract between Nigeria and Malawi in 2012. PDG was operated by two brothers of Malawi’s Consul General to Nigeria.

69. Glencore entered into a two year contract with PDG by which PDG granted Glencore all the barrels of crude oil allocated by NNPC to PDG at the Nigerian official selling price with no premium or discount applied. Glencore undertook to sell the oil and pass 60% of the profits to PDG within 45 days of lifting. In turn, it was understood, that a portion of the funds would be passed to the Government of Malawi. Principal cargo payments to NNPC for crude oil cargoes were not required until 90 days after the oil had been lifted, rather than the standard 30 days that was most common for NNPC contracts.
70. In late 2013 GE7, Stimler and GE5 sanctioned the indirect payment of bribes to NO1 and others in NNPC to ensure that PDG received frequent crude oil allocations so that Glencore could (a) take advantage of the *“free credit”* benefit inherent in the joint venture agreement and (b) ensure the grades of oil allocated by NNPC to PDG were grades that were in demand at the time and would be more profitable for Glencore.
71. Two payments were made to NG Ltd for the purpose of paying bribes to NNPC (Payments A and B below) totalling USD 335,920.

Payment A: USD 167,960 on 2 January 2014

72. On 9 December 2013 Stimler emailed other Glencore oil traders with preferred grades and dates for February 2014 *“PDG – 1st choice any Feb Agbami, 2nd choice any Feb Akpo...Can we send today please copy [NG1] on both”*. The same day Stimler sent a WhatsApp message to NG1 *“PDG nom sent. Please push them to pass on. Ta”*.
73. On 20 December 2013 Stimler emailed NG1 *“any whispers bro from the KRAYS”* which was likely a reference to Raymond and Michael Anyiam-Osigwe, the brothers who operated PDG. The same day NG1 emailed GE11, GE4 (Glencore operations administrator), Stimler and GE5 a number of signed invoices (349-352). Invoice 351 refers to a service fee payable to NG Ltd of *“USD 0.17c/bbl for their service and assistance in relation to the purchase and loading of 950,000 barrels of 2nd decade February Qua Igbo crude oil from PDG, Malawi.”* The total to be paid was USD 167,960 to NG Ltd’s account with Standard Chartered in Lagos. Stimler replied the same day that he had signed them for them to be presented to GE6, adding *“...will be paid Monday with swift to follow...I will need to do an extra addendum under Malawi raising the premium to [NG Ltd] from 5c to 17c for 2014 NNPC crude cargoes, so please prepare when back. One of these invoices relating to February Qua has the new premium”*.

74. The purpose of the increase from 5 to 17 cents per barrel, ahead of the cargo being lifted in February 2014, was to facilitate bribe payments incorporated in the NG Ltd service fee paid by Glencore. The bribe was paid to NNPC officials to ensure PDG was allocated a desired grade of crude oil at a preferable date. Glencore benefitted through the joint venture with PDG because it could trade the cargoes for profit.
75. On 23 December 2013 NG1 emailed *"would really appreciate the swift advise for what's been paid. It Christmas and the banks in Nigeria will be even more disorganised so need to sort as have staff to make happy before Christmas!"*. The same day he sent Stimler, GE4, GE6 and GE11 photos of letters from NNPC to Malawi with the nomination and Malawi's acceptance of the February 2014 allocation of Qua Iboe crude cargo.
76. GE6 forwarded the letters to Stimler and GE4, noting *"we shouldn't pay [NG1] until we load, OK?"*. Stimler replied *"yes please let's hold this back for now"*.
77. On 31 December 2013 NG1 and Stimler exchanged messages on WhatsApp. Stimler wrote *"Really confident payment will be on Thursday. Cutoff was 10am this am and just about got it signed off"*. NG1 replied *"...Do please let me know once done as under pressure frm abj. Our brothers have calmed down some what also. Sent them the article from the newspapers. They'd be wise to be calm and nurture our relationship"*. "Pressure from abuja" meant pressure to pay bribes to NNPC officials.
78. Glencore made a payment of USD 167,960 on 2 January 2014 to NG Ltd in respect of Invoice 351.
79. Addendum 5 to the March 2013 Agreement between Glencore and NG Ltd provided that the service fee payable to NG Ltd in respect of NNPC cargoes sold to PDG would be USD 0.17 per bbl. This was signed by GE6 and NG1.

Payment B: USD 167,960 on 27 March 2014

80. On 25 February 2014 GE5 emailed NG1, subject *"April BBLs"* *"...anything for PDG?..."*. On 4 March 2014 Stimler emailed NG1 *"Michael [PDG] called last night to say that he may get a late injection Bonny for April which I said we will accept as long as we know by this Wednesday, Thursday latest..."*. NG1 replied that he was due to speak to NNPC regarding the likelihood of a cargo for Malawi.
81. On 7 March 2014 Glencore provided PDG with preferred grades and dates for May. On 19 March 2014 NG1 emailed GE7 *"...Pdg malawi also got: qua iboe 1st decade..."*. Later that day he emailed Michael and Raymond Anyiam-Osigwe *"Please call as I'm*

trying to reach you both with regards to the May cargoe nominated to pdg... [Glencore] have to have confirmation TONIGHT as a matter of urgency due to a closing of a tender. We need to have someone in nnpc now or perhaps you reach out to [individual in NNPC] to email you a copy right away. If you authorise me I can sort this out right away as it is that urgent. Please please call.”. NG1 forwarded the email to GE5 and Stimler.

82. On 20 March 2014 NG1 emailed GE5 and Stimler “...Michael and I spoke and he confirms we have the qua from them and we should get paper work tomorrow...”. The following day Stimler emailed Raymond and Michael Anyiam-Osigwe “...Will you as a matter of urgency please scan to us Malawi's May allocation so we can start marketing this stem with no further delay. All nominations were allocated on Wednesday night and we are losing valuable time especially if this is a first decade cargo...”.

83. On 21 March 2014 GE5 emailed GE11 with a request to raise an addendum for the PDG contract “01-03 May Qua Iboe 950,000 bbls OSP +0.17/bbl”. GE11 then emailed NG1 with a request for his invoice in respect of this cargo in the sum USD 167,960.

84. On 24 March 2014 NG1 emailed GE11 and GE4 a number of invoices. Invoice 360 relates to the service fee for NG Ltd’s assistance in relation to the purchase and loading of 950,000 bbls of May Qua Iboe with a total to be paid of USD 167,960. Three days later the payment was authorised by GE6 and payment was made to NG Ltd’s bank account.

Count 4 – Bribery of officials of Cameroon’s national oil and gas company and national oil refinery between 1 March 2012 and 1 March 2015. EUR 10,532,712 (USD 13,747,762) payments to secure favourable treatment for Glencore in oil transactions in Cameroon.

Introduction

85. Glencore paid bribes, through its employee GE1 (an oil trader on Glencore’s WAF desk), to officials in Cameroon’s national oil and gas company and national refinery. The purpose of the bribes was to ensure Glencore received favourable treatment in relation to the allocation and sale of crude oil and the purchase of oil products. GE1 was assisted by NG Ltd. Glencore paid NG Ltd EUR 4,187,820 as service fees pursuant to addenda to a service agreement and invoices that disguised the true purpose of the payments. NG1 withdrew the money in cash in Nigeria and transported it, often by private jet, to Cameroon where it was made available to GE1 who used it to pay bribes. GE1 also withdrew EUR 6,344,892 in cash from the Glencore cash desk in Baar, Switzerland claiming this was for office expenses when in fact it was used to pay bribes

to officials. The SFO's calculation of harm for this count is USD 35,999,807 or GBP 22,752,498.

Cameroon

86. Glencore had long standing relationships in buying crude oil from Cameroon's national oil and gas company, Société Nationale des Hydrocarbures ("SNH"), and selling crude oil to, and occasionally buying oil products from, the country's national oil refinery Société Nationale de Raffinage ("Sonara").
87. There were two principal grades of crude oil in Cameroon produced by SNH: Kole and Lokele. Glencore obtained barrels of crude oil from SNH predominantly as part of annual allocation contracts or term contracts, whereby SNH agreed to sell or "allocate" a certain number of Kole and Lokele cargoes to Glencore each year. SNH also occasionally marketed their crude oil via an open tender process, typically when additional cargoes were available beyond those already allocated under term contracts. Glencore purchased crude oil cargoes from SNH in this way, under one-off contracts ("spot contracts").
88. Glencore sold barrels of crude oil to Sonara through term contracts whereby Sonara agreed to purchase a certain number of cargoes from Glencore per year. Glencore also sold crude oil to Sonara under spot contracts, following its successful participation in a Sonara tender process. Glencore also had a limited oil products business with Sonara.

GE1

89. GE1's responsibilities included developing business in Cameroon and providing trading opportunities for the WAF desk. He sourced barrels of crude oil from Cameroon which the WAF desk would trade on the international market. He also supplied barrels of crude oil to Cameroon from the WAF desk's trading books.
90. GE1 used NG Ltd as a means by which to make cash available to him in Cameroon. The cash was needed for bribe payments to government officials in Cameroon. Bribes were paid to officials in SNH to ensure that Glencore remained a preferred purchaser and was successful in obtaining term contracts from SNH for the purchase of crude oil. GE1 paid bribes to officials in Sonara to ensure that Glencore was successful in selling crude oil to Sonara at prices that were advantageous to Glencore.
91. The method used to facilitate, pay and conceal these bribes was similar to that which operated with NG1 in Nigeria. NG1 sent an NG Ltd invoice to Glencore for the

payment of service fees for assistance in Cameroon in relation to a trade of a specific cargo that Glencore had executed with either SNH or Sonara. An addendum to the Service Agreement would also be drawn up for the service fee relating to that trade. Glencore paid the service fee via bank transfer to NG Ltd's account in Nigeria. NG1 would withdraw all or part of those funds, which he would then transport to Cameroon (often via flights in a private jet) and make the cash available to GE1, which GE1 then passed on to government officials in SNH and Sonara. NG1 would accumulate the payments from a number of invoices before withdrawing the cash in Nigeria and delivering it in Cameroon, rather than performing a trip per invoiced cargo.

92. The payments to NG Ltd were recorded in Glencore's internal accounting system (Tempest) against a Sonara or SNH trade as either a service fee or agent's fee. The table below sets out the payments.

No.	Cargoes	Addendum date	Date of Payment	Total Payment (EUR)	Total Payment (USD)
1	Jan 2012	27/03/2012	02/04/2012	117,000	155,798
2	Jan 2012	27/03/2012	02/04/2012	14,560	19,388
3	Jan 2012	27/03/2012	02/04/2012	43,680	58,164
4	Dec 2011	27/03/2012	02/04/2012	111,800	148,873
5	Nov 2011	27/03/2012	02/04/2012	67,600	90,016
6	Mar 2012	18/04/2012	23/04/2012	192,400	252,853
7	Mar 2012	09/05/2012	17/05/2012	52,560	64,720
8	Apr 2012	09/05/2012	17/05/2012	53,000	70,725
9	May 2012	27/06/2012	05/07/2012	236,080	294,442
10	May 2012	11/07/2012	19/07/2012	158,600	194,565
11	Jul 2012	25/07/2012	23/08/2012	184,600	227,965
12	Jul 2012	14/09/2012	25/10/2012	196,000	245,724
13	Aug 2012	14/09/2012	25/10/2012	155,000	208,697
14	Sep 2012	18/10/2012	25/10/2012	161,200	208,697
15	Oct 2012	16/10/2012	25/10/2012	260,000	339,693
16	Oct 2012	09/11/2012	31/12/2012	132,600	175,277
17	Nov 2012	08/01/2013	14/01/2013	156,000	208,127
18	Dec 2012	17/01/2013	07/02/2013	150,800	203,732
19	Dec 2012	17/01/2013	07/02/2013	53,040	71,657
20	Jan 2013	04/02/2013	07/02/2013	218,400	295,060
21	Jan 2013	04/02/2013	07/02/2013	147,680	199,517

22	Feb 2013	01/05/2013	09/05/2013	106,600	135,463
23	Apr 2013	11/06/2013	28/06/2013	159,120	208,082
24	Apr 2013	11/06/2013	28/06/2013	226,200	295,803
25	Jul 2013	11/06/2013	08/10/2013	162,840	208,132
26	Aug 2013	11/06/2013	08/10/2013	223,000	313,605
27	Oct 2013	11/06/2013	08/11/2013	220,480	297,042
28	Feb 2013	11/06/2013	25/11/2013	76,180	103,289
29	Feb 2013	11/06/2013	10/01/2014	150,800	205,321
			Total	4,187,820	5,500,430

93. Stimler confirms in his witness statements that the payments to NG Ltd were a sham device to enable NG1 to withdraw cash in Nigeria and transport it to Cameroon where it was made available to GE1 and paid to officials in SNH and Sonara. Further evidence that the payments were a sham device comes from a transcript of a conversation recorded between NG1 and GE7 on 6 December 2014, in which GE7 alleged that EUR 1.25 million that had been paid to NG Ltd for onwards transmission to Cameroon was not so forwarded. This sum appears to broadly represent the final seven commission payments in the above table.

94. In addition to using NG Ltd as a conduit for receiving cash in Cameroon GE1 withdrew cash himself from Glencore's Swiss cash desk. GE1 withdrew a total of EUR 6,344,892 from the Swiss cash desk in relation to Cameroon on each occasion recording a false justification for why the cash was needed. The cash requests had to be signed as authorised by either GE7 or GE6.

95. The below table sets out the cash withdrawals from Glencore's Swiss cash desk, together with such business justification as was provided, in relation to Cameroon.

Withdrawal date	Amount (EUR)	Stated Purpose
06/03/2012	225,000	Light crude oil – Cameroon Entertainment
24/04/2012	265,000	Glencore Exploration Cameroon – office expenses
29/05/2012	265,000	Glencore Exploration Cameroon (Office Expenses)
24/07/2012	215,000	Glencore Exploration Cameroon, Office Expenses
10/09/2012	300,000	Glencore Exploration Cameroon – Office Expenses
22/10/2012	200,000	Glencore Exploration Cameroon – Expenses

22/10/2012	199,892 ¹	Glencore Exploration Cameroon - Expenses
21/11/2012	235,000	Cameroon Office Expense
28/01/2013	195,000	Glencore Exploration Cameroon
12/03/2013	230,000	Glencore Exploration Cameroon Expenses
08/04/2013	325,000	Glencore Exploration Cameroon Expenses
06/05/2013	315,000	Glencore Exploration Cameroon
10/06/2013	285,000	Glencore Exploration Cameroon
09/08/2013	265,000	Glencore Exploration Cameroon Ltd
18/09/2013	140,000	Glencore Exploration Cameroon
07/01/2014	320,000	Glencore Exploration Cameroon
12/02/2014	270,000	Glencore Exploration Cameroon Ltd OFFICE EXPENSES
07/04/2014	275,000	Glencore Exploration Cameroon Ltd
02/06/2014	265,000	Glencore Exploration Cameroon Ltd.
29/07/2014	235,000	Glencore Exploration Cameroon LTD.
02/09/2014	280,000	Glencore Exploration Cameroon LTD
26/09/2014	245,000	Glencore Exploration Cameroon Ltd
30/10/2014	265,000	[Not provided]
12/01/2015	330,000	Glencore Exploration Cameroon Ltd
17/02/2015	200,000	Glencore Exploration Cameroon Ltd.
Total	EUR 6,344,892	USD 8,247,332

Count 5 – Bribery of officials of Ivory Coast’s national oil company and refinery between 1 July 2011 and 1 April 2016, EUR 4,757,474² payments to secure favourable treatment for Glencore in oil transactions in Ivory Coast.

Introduction

96. Glencore paid its agent in Ivory Coast, CD1, EUR 4,757,474 to enable him to pay bribes to officials in the state controlled oil company and its affiliated oil refinery. The true purpose of the payments was to secure crude oil cargoes and favourable treatment for Glencore in Ivory Coast. However, the payments were disguised as service fees and the manner in which they were recorded in Glencore’s trade and strategy database had the effect of hiding their size in relation to particular cargoes. The SFO’s calculation of harm for this count is USD 43,877,982 or GBP 27,728,459.

¹ This was withdrawn as CHF 242,000. The SFO has calculated the EUR amount using the exchange rate relating to the withdrawal date.

² This is higher than the figure in the original indictment as Glencore provided further information which had an effect on the total.

Ivory Coast

97. Société Nationale d'Opérations Pétrolières de la Côte D'Ivoire, Petroci Holding ("Petroci") is the state-owned oil business. It was founded on 20 November 1975 and is 100% owned by the Ivorian Government.
98. Ivory Coast's refinery, Société Ivoirienne de Raffinage ("SIR") was founded in 1962 and began its refinery operations in 1965. Petroci owns approximately 47% of the company.
99. There were two principal grades of crude oil in Ivory Coast produced by Petroci: Baobab and Espoir.
100. Glencore entered into a number of pre-finance agreements with Petroci. Glencore agreed loan facilities with Petroci and Petroci contracted to sell minimum quantities of crude oil to Glencore. The intention was that the loan repayments would be met by crediting a proportion of the purchase price due from Glencore in each repayment period towards the outstanding principal debt.
101. Petroci experienced a crisis in its oil production in late 2010 and did not meet its loan repayment obligations in 2011, nor fulfil its obligations in relation to the supply of oil to Glencore. In November 2010 a Petroci representative explained during a meeting with Glencore executives that: *"Due to low performance of ESPOIR Field we are not in a position to deliver one more cargo to Glencore this year under the prepayment agreement. So the gap of 500 000 barrels in relation with 2010 commitment will be transferred to 2011 and 2012..."*. Petroci provided technical reasons for the decline in production and its forecasts suggested that the low performances would continue for the next two years.
102. The last delivery of crude oil by Petroci to Glencore had been on the 6 August 2010. There was no further delivery of oil in 2010 or in the first half of 2011. As a consequence, Petroci was unable to comply with the repayment schedule and a USD 5,000,000 "waterfall payment" was made on 15 June 2011 to clear the outstanding interest, with the balance going towards repayment of the principal.

CD1

103. In June 2011 the WAF trader responsible for the jurisdiction, GE1, recruited CD1 as an agent for Glencore in Ivory Coast. CD1 had extensive and high-level contacts both at Petroci and in the government. Between July 2011 and July 2013 Glencore

engaged CD1 through a series of service agreements, which allowed for a monthly retainer of EUR 15,000, and a service fee to be agreed on a case-by-case basis, to be recorded by way of addenda to the agreements. Payments to CD1 were made between July 2011 and June 2016.

104. Very shortly after CD1 was engaged, Petroci delivered to Glencore over 1 million barrels of Baobab crude oil for lifting on 29 August 2011 (see example payment below).

105. The recording of payments made to CD1 in Glencore's trade and strategy database (Tempest) had the effect of hiding the size of the payments made to him in relation to particular cargoes. The recorded payments were split and allocated against different, unrelated and historic strategy numbers.

106. Payments were made in advance of the delivery of a number of cargoes, without any legitimate explanation. Glencore introduced controls to limit the making of advance payments to agents and GE6 was responsible for enforcing those controls. In order to circumvent them, GE6 agreed that a loan facility should be agreed with CD1.

107. By the payment of a bribe via CD1, Glencore also succeeded in obtaining a competitive pre-finance agreement in a challenging market.

108. Between July 2011 and March 2016 Glencore paid CD1 EUR 4,757,474. This comprised payments relating to the monthly retainer, and "service fees" in relation to pre-finance agreements, loan agreement and the trading of cargoes with Petroci and with their affiliated oil refinery, SIR. The purpose of the payments to the agent was to enable him to pay bribes to officials. The table below sets out the relevant payments to CD1 with the relevant example payment highlighted:

Cargo/Service Fee date	Addendum date	Payment/ Invoice date	Amount (EUR)
July 2011 Fee		20/07/2011	15,000
August 2011 Fee		20/07/2011	15,000
September 2011 Fee		20/07/2011	15,000
July 2011	09/08/2011	11/08/2011	21,222
August 2011	30/08/2011	31/08/2011	49,500
October 2011 Fee		04/10/2011	15,000
August 2011	14/10/2011	18/10/2011	219,658
November 2011 Fee		07/11/2011	15,000
December 2011 Fee		07/11/2011	15,000

Cargo/Service Fee date	Addendum date	Payment/ Invoice date	Amount (EUR)
Misc Fees		10/11/2011	15
January 2012	06/12/2011	07/12/2011	215,000
Misc Fees		07/12/2011	15
Misc Fees		09/12/2011	15
January 2012 Fee		01/02/2012	15,000
February 2012 Fee		14/02/2012	15,000
April 2012	22/02/2012	24/02/2012	225,000
March 2012 Fee		21/03/2012	15,000
January 2012	27/03/2012	12/04/2012	97,500
Misc Fees		17/04/2012	15
April 2012 Fee		30/04/2012	15,000
Misc Fees		02/05/2012	15
May 2012 Fee		14/05/2012	15,000
March 2012	17/05/2012	18/05/2012	217,917
April 2012	17/05/2012	18/05/2012	260,083
June 2012 Fee		14/06/2012	15,000
Misc Fees		18/06/2012	20
June 2012	03/07/2012	06/07/2012	5,082
June 2012	03/07/2012	06/07/2012	20,918
July 2012 Fee		07/08/2012	15,000
May 2012	11/07/2012	19/07/2012	158,000
August 2012 Fee		04/09/2012	15,000
September 2012 Fee		18/09/2012	15,000
September 2012	20/09/2012	03/07/2012	375,000
October 2012 Fee		22/10/2012	15,000
November 2012 Fee		13/11/2012	15,000
December 2012 Fee		14/12/2012	15,000
January 2013 Fee		14/12/2012	15,000
December 2012	10/01/2013	14/01/2013	300,000
February 2013 Fee		19/02/2013	15,000
March 2013 Fee		18/03/2013	15,000
April 2013 Fee		18/03/2013	15,000
July 2013	04/04/2013	10/04/2013	312,500
April 2013	22/04/2013	23/04/2013	72,500
May 2013 Fee		07/05/2013	15,000
June 2013 Fee		03/06/2013	15,000
Pre-payment Facility	25/06/2013	28/06/2013	355,000
July to September 2013 Fee		05/08/2013	45,000
February 2014	05/09/2013	05/09/2013	302,500
October to December 2013 Fee		10/09/2013	45,000
Pre-payment Facility	10/10/2013	10/10/2013	75,000

Cargo/Service Fee date	Addendum date	Payment/ Invoice date	Amount (EUR)
January to March 2014 Fee		10/12/2013	45,000
April to June 2014 Fee		07/03/2014	45,000
Loan Agreement	n/a	29/04/2014	350,000
June 2014	n/a	02/07/2014	50,000
July to September 2014 Fee		11/07/2014	45,000
October to December 2014 Fee		30/09/2014	45,000
January to March 2015 Fee		20/01/2015	30,000
April to June 2015 Fee		13/04/2015	30,000
May 2015	n/a	18/05/2015	100,000
July to September 2015 Fee		10/07/2015	35,000
October 2015 Fee		14/10/2015	15,000
October 2015	n/a	29/10/2015	115,000
November 2015 Fee		24/11/2015	15,000
December 2015 Fee		02/12/2015	15,000
January 2016 Fee		21/12/2015	15,000
February 2016 Fee		15/01/2016	15,000
March 2016 Fee		15/02/2016	15,000
April to June 2016 Fee		21/03/2016	45,000
			EUR 4,757,474

Example Payment of EUR 219,658.24 in October 2011 (Addendum 3)

109. GE1 began the process of recruiting CD1 as an agent on 8 June 2011. By 15 June CD1 had provided a number of the required compliance documents.

110. On 30 June 2011 GE1 received email confirmation from the Head of Trading at Petroci, of the availability of approximately 1 million barrels of Baobab crude oil for lifting on 29 August 2011.

111. The Service Agreement between Glencore and CD1's company was entered into on 4 July 2011³. On 6 July CD1 emailed GE1 and referred to having taken actions

³ It was subsequently substituted with a service agreement with CD1 personally on 4 August 2011.

in accordance with the contract and that he had followed operations concerning the lifting of Baobab crude at the end of July.

112. In an email chain between CD1 and GE1 in July, GE1 asked CD1 whether there was any news following his meeting with the Minister. CD1 responded: *"...I spoke to him on the phone. He was supposed to call on the weekend but he did not do it. I called him yesterday he did not answer. I'll try again."* GE1 emailed CD1 again on 5 August 2011, noting that he was due to meet Daniel Gnangni (Director General of Petroci) the following week in London, again asking whether CD1 had any news from the Minister. CD1 responded stating that he spoke to him on the phone and was due to meet him the following week. GE1 was chasing for this information because the Minister would have played an important role in relation to the August 2011 lifting.
113. On 14 October 2011 CD1 and GE1 agreed in a telephone call a commission rate of USD 0.30 per barrel for the August lifting.
114. CD1 issued Addendum 3 and Invoice 6 that day for a total USD 300,155 paid in Euros at EUR 240,000.
115. GE1 forwarded the invoice and addendum to GE4 and GE2. GE4 agreed to arrange payment but indicated that *"in future all addendum must be issued from us here in London."* GE1 replied *"ok. Just tell [CD1] if we want. I think he understood he had to."* GE4 concluded the exchange: *"ok it would be really helpful if you could advise me at the time we do a cargo with [CD1's] involvement so I can draft the addendum at the same time."*
116. GE2 directed that the payment be recorded in Glencore's internal accounting system against two separate Tempest strategy numbers (cargo numbers) *"Please pay \$160k on 90008179, and the balance on 90435"*. Strategy number 90008179 related to the 30 August 2011 lifting of Baobab, but the second strategy number, 90435, related to the delivery of Espoir crude oil from Petroci on MT British Curlew, with a Bill of Lading date of 31 August 2009.
117. GE4 responded *"ok, so that's Eur 117,039.06 – 90008179 and Eur 102,619.18 – 90435"*. GE1 replied that he would *"tell him the exchange rate has weakened and value is now this one"*, the total being EUR 219,658.24. No explanation was provided as to why the commission agreed to be paid to CD1 in relation to the August 2011 lifting should be being split across two cargoes, one of which was in 2009.

Count 6 – Failure to Prevent Bribery of officials responsible for awarding crude oil cargoes in Equatorial Guinea between 1 July 2011 and 1 December 2011. USD 1,000,000 payment to secure crude oil cargoes for Glencore.

Introduction

118. Glencore made a USD 1,000,000 payment to its agent in Equatorial Guinea and disguised it as a loan in the internal accounting system. It failed to prevent its agent from using a portion of those funds to bribe officials in Equatorial Guinea to secure crude oil cargoes. The SFO's harm calculation for this count is USD 20,098,191 or GBP 12,943,712

Equatorial Guinea

119. Equatorial Guinea was one of the most corrupt countries in the world (ranked 172nd out of 182 countries by Transparency International in 2011). Teodoro Obiang Nguema Mbasogo has been the President of Equatorial Guinea since 1979.

EG Ltd

120. In May 2011 Glencore executives met EG1, the director of EG Ltd, in London. EG Ltd is a company registered in the Marshall Islands.
121. On 22 June 2011 EG1 emailed Glencore executives GE9 and GE8 with the subject *"Crude Lifting"*. He wrote *"...As discussed I have secured 3-5 cargoes of Ceiba crude per annum starting this year. Let's discuss profit share and documentation."* GE9 asked him to expand and he replied *"As discussed I first met with His Excellency President Teodoro Nguema Obiang on his state visit to South Africa in June 2009 through my family. Following a personal invitation from His Excellency the President I initially traveled to Malabo, Equatorial Guinea in June 2010 to explore potential business opportunities. Further to that trip and following subsequent trips and high level discussions with various stakeholders I have secured 3-5 cargoes of Ceiba crude per annum starting this year from GePetro..."*. Guinea Ecuatorial de Petróleos ("GEPetro") was the state-controlled oil company.
122. A sale and purchase contract dated 31 May 2011 was agreed between GEPetro and Glencore under which GEPetro undertook to sell and arrange delivery of Ceiba crude oil to Glencore.
123. On 27 June 2011 EG1 emailed GE9 an invoice from EG Ltd to Glencore. The description of services is *"Signing bonus for CEIBA crude marketing from GePetro"* and

the required amount is USD 1,000,000 payable to a Julius Baer account in Geneva in EG1's name.

124. On 26 September 2011 GE6 sent a memorandum to GE11 (Glencore Operations) requesting GBP 5,000 in cash for EG Ltd as, *"the beneficial owner has asked us to advance him some cash to cover his hotel expenses etc in London. This will either be repaid or deducted from a subsequent invoice"*.

Service and Profit Share Agreement

125. Glencore subsequently entered into a Service and Profit Share Agreement with EG Ltd dated 27 September 2011. As detailed in the agreement the services provided by EG Ltd were: the introduction of new business opportunities in Equatorial Guinea; securing contracts for Ceiba Crude Oil; and specifically securing a contract dated 31 May 2011 with GEPetrol for the purchase of between 3 and 5 cargoes of 1,000,000 bbl of Ceiba crude oil per annum.
126. On 28 September 2011 Glencore paid USD 1,000,000 to the Julius Baer account in EG1's name. A portion of that sum was used to bribe officials in GEPetrol to secure crude oil cargoes for Glencore. Glencore failed to prevent the payment of bribes by its agent.
127. On 4 October 2011 GE1 emailed EG1 as follows *"Thank you for the first JV cargo from Eq. Guinea. Please find below our 50/50 JV reconciliation as per our agreement of the vessel mt Energy Sprinter which loaded 950,097 bbls ceiba, b/l date 03rd sept 2011. Purchase price at dtd brent -2.90/bbl with pricing period 26/30 sept 2011 Sale price at dtd brent - 1.89 /bbl with pricing period 5 after b/l date. Discounting sale receivables +\$157,784.83 Inspection Costs - \$3,364.74 Profit \$8,940,782.44, being your 50% share \$4,470,391. Please send us your invoice for this amount"*.
128. Under the agreement Glencore received 50% of the profit of USD 8,940,782.44 from the first trade. Further trades followed where the profit share was split in a broadly similar fashion.

Cargo Ref	Cargo date	Payment date	EG Ltd Share of Profit (USD)
1	September 2011	05/10/2011	4,470,391
2	February 2012	01/03/2012	3,088,501
3	September 2012	25/10/2012	2,848,223
4	April 2013	14/04/2013	680,034

Cargo Ref	Cargo date	Payment date	EG Ltd Share of Profit (USD)
		02/05/2013	512,527
5	November 2013	12/11/2013	893,162
		29/11/2013	1,149,709
6	July 2014	17/06/2014	324,155
		30/07/2014	1,114,871
7	January 2015	03/03/2015	662,419
8	December 2015	16/02/2016	417,881
		11/03/2016	1,622,364
		Total	17,784,237

129. The Glencore harm was USD 20,098,191 or GBP 12,943,712 after the deduction of the EG Ltd profit share and other costs and revenues attributable to the strategies.

130. Glencore treated the USD 1,000,000 as a loan rather than as a payment within its internal accounting systems. The voucher description records it as *“Miscellaneous fees – loan to [EG1] to be repaid within 6 months”*. This was inconsistent with the correspondence surrounding the payment and it is accepted by Glencore that it failed to prevent its agent using a portion of it to pay bribes.

Count 7 – Failure to Prevent Bribery of officials responsible for awarding crude oil cargoes in South Sudan between 1 July 2011 and 1 December 2011. USD 1,075,000 payment to secure crude oil cargoes for Glencore.

Introduction

131. Glencore failed to prevent its agent in South Sudan from paying bribes to officials to secure crude oil cargoes for a joint venture company involving Glencore and South Sudan’s state oil company. Glencore executives travelled to the country shortly after its independence with USD 800,000 in cash. Soon afterwards the joint venture company secured two million barrels of crude oil. A second cash withdrawal was made of USD 275,000 and shortly thereafter the joint venture company was awarded 600,000 barrels of crude oil. The recorded reasons for these large cash withdrawals were false. Glencore accepts that it failed to prevent its agent from paying a portion of this cash to officials. The SFO’s harm calculation for this count is USD 2,103,520 or GBP 1,312,952.

South Sudan

132. South Sudan became an independent country after decades of conflict on 9 July 2011. It remains one of the most corrupt countries in the world.

Ch'iang Wei Energy Limited

133. In early 2011 Glencore appointed Ch'iang Wei Energy Limited ("Ch'iang Wei") as its agent in South Sudan. The beneficial owners of Ch'iang Wei had access to government ministers, the President and his assistant. The service agreement between Glencore and Ch'iang Wei included a USD 75,000 monthly service fee for *"identifying opportunities relating to (i) the sale and purchase of crude oil...(ii) the acquisition or investment in crude oil exploration blocks (iii) oil infrastructure projects"*. There was provision for the service fee to be supplemented or replaced by a profit-sharing agreement.

Joint Venture Agreement

134. On 6 July 2011 a Joint Venture Agreement ("JVA") was entered into by Nile Petroleum Corporation Ltd ("Nilepet"), one of South Sudan's state-owned oil companies, and Glencore Juba International ("Glencore Juba"). The stated purpose of the JVA was to source and sell South Sudan's crude oil. The JV company was to be called Petronile International Ltd ("Petronile") and was incorporated in the British Virgin Islands.
135. Under the terms of the JVA, Petronile was to purchase state oil from Nilepet and exclusively market it internationally. It was to be entitled to a marketing and administrative fee of 1% of the State's and Nilepet's gross revenues, split 30% Glencore / 70% Nilepet for oil sold through Petronile. Trading profits were to be split 70% Glencore / 30% Nilepet.
136. Glencore was to provide financing (not exceeding) USD 10m as an initial capital injection and provide training to Petronile, Nilepet and Ministry of Energy and Mining personnel.
137. On 9 July 2011 South Sudan became an independent country. At this stage Glencore would have expected the terms of the JVA to come into effect. However, this was not to be as the Ministry of Energy and Mining refused to announce the creation of Petronile and subsequently decided to sell South Sudan's oil itself.

138. On 21 July 2011 GE7 travelled to Juba with a delegation from Glencore to persuade the President of South Sudan and others in government to market the country's crude oil through Petronile as envisaged in the JVA.

139. However, the first oil cargoes following the country's independence were not marketed through Petronile. This was a considerable setback for Glencore, not least, because they had a buyer in place, shipping costs had been incurred and the relevant information had already been released to the market about Petronile's expected role.

140. On 2 August 2011 GE8 requested the withdrawal of USD 800,000 in cash from the GIAG cash desk in Switzerland. The completed cash request form records the purpose of the withdrawal to have been *"opening office in South Sudan, cash for office infrastructure, salaries, cars etc"*. GE8 and GE9, travelled by private jet to Juba with the withdrawn cash. There it was provided to representatives of Ch'iang Wei who in turn used a portion of it to pay bribes to government officials who could influence the allocation of crude oil cargoes. Glencore failed to prevent its agent from bribing officials.

141. Within days of the arrival of the cash in Juba on 2 August 2011, Glencore's fortunes changed. On 4 August 2011 an invitation to bid for crude oil cargoes for loading in September was sent to prospective bidders including Glencore. The prospective bidders were invited to submit their bids on 8 August 2011 with the successful party notified within two business days of the close of the tender. This was the formal tender process for crude oil cargoes. The same day a representative of Ch'iang Wei informed GE7:

"...Green acknowledges [Senior Executive] and legal guy are way out of control, but says they ultimately have no power to make more decisions. He did intend to give JV 1 m last month, but they beat him to the punch. He says he will give the JV 2 m this month and progress next month to 5 m. It is within his current powers to do this. He asked G to submit a request in writing for both months (Sept and Oct). G has done this today, now we need to wait for Green's official response..."

142. "Green" was a pseudonym for a minister with authority to award cargoes of crude oil.

143. On 5 August 2011 Stimler asked GE7 if Glencore had been invited to bid for the September cargoes. GE7 replied *"Yes we are invited but not sure we want to participate. Petronile also offered 2mb direct which we saying no to. Trying to get the tender cancelled at the moment"*. At this stage Glencore was seeking to secure all the September cargoes rather than just the 2m barrels offered by "Green".

144. On 10 August 2011 Glencore received formal confirmation that Petronile had been awarded 2m barrels of crude oil within two windows in September.
145. By late August there was a new Minister of Petroleum and Mining. GE7 emailed Ch'iang Wei *"A new Minister but the same tender. What about our agreement for 5MMB?? What will Petronile receive this month?"*. However, it became clear that the new Minister had resolved that Petronile would receive no preferential treatment. No October cargoes were awarded to Petronile.
146. On 3 November 2011 Petronile were informed that they had been excluded from the tender process for the following month. The same day a Glencore executive requested that USD 275,000 be made available at the Swiss cash desk. The reason for the withdrawal was given as *"South Sudan – cash economy, operating cost of new office"*. On 4 November 2011 Petronile was offered 600,000 barrels of crude oil directly. The withdrawal of the cash coincided with meetings between Glencore executives and the President of South Sudan's assistant in Zurich and London.

Glencore Compliance Policies and Procedures

147. At the relevant time Glencore had Anti-Bribery and Corruption ("ABC") policies and procedures relevant to its appointment and payment of intermediaries. These were the Glencore Group Compliance Bribery and Corrupt Payments Policy 2006, the Global Anti-Corruption Policy 2011 and the GlencoreXStrata Corporate Practice Global Anti-Corruption Policy 2013. However, these were largely ignored because corruption was condoned at a very senior level within the company generally and the WAF desk specifically.
148. The Global Anti-Corruption Policy 2011 provides that officers, employees and associated persons of Glencore *"must never solicit, accept, provide or authorise bribes of any kind or anything which may be construed as a bribe either directly or indirectly or otherwise through any third party"*. The use of intermediaries was not prohibited, but Glencore employees were not absolved of responsibility *"since actions undertaken by them...in support of Glencore's business may be legally attributable to Glencore"*. Due diligence and approval steps were required before they could be engaged and they had to be made aware of Glencore's rules and guidance on corruption. Their services could not be engaged if they were not willing to conform to the required standards.

149. In the event that any Glencore employee was unclear on how they should act in a particular situation they were to ask the Business Ethics Officer or a member of the Business Ethics Committee. The Business Ethics Officer in London was GE6 and the Business Ethics Committee's member for the London office was GE7. The Business Ethics Committee had a duty *"to develop and to keep under constant review Glencore's policies and principles with regard to business ethics and other compliance relevant issues"*.
150. The policy provides that *"no employee will suffer demotion, penalty or other disciplinary action for reporting a suspected violation of this policy, or for refusing to pay a bribe even when Glencore may lose business as a result of the employee's refusal to do so"*.
151. However, there was a stark contrast between the true culture of the company and that set out in the policies. As Stimler states at para.72 of his statement *"...the contradiction sat well with me at the time. This is because the bribery that I witnessed then, and in my second phase became involved with, was condoned (at least to my knowledge in my second phase) by [GE7] ...Seeing [GE7] in London with [NG1] meant I did not think to question the inconsistency with the company's written anti-corruption policies I had signed up to."*

Alexandra Healy KC
Faras Baloch

2 November 2022

Reference: 2025-047

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I have attached an Excel file that contains the information I am looking at. The last two columns ("Title of framework used" and "Further framework info") is where I am missing information. Please could you provide the name of the specific framework agreements or DPS agreements used here. If there is any further info which you think would help me locate the framework agreements (e.g., a link to the framework's Contract Finder or FTS listing, the framework provider, or a widely-used reference number such as CCS's RM codes), please use the final column for this.

Please note that I have identified these contracts as possible call-off contracts, so some of them might not be. Some could be, for instance, procured directly (without being called off from a framework agreement), or could be themselves notices of the establishment of a framework agreement. Therefore I would kindly ask you to specify in these incidences what kind of procurement was used in the "Title of framework used" column.

Response

Please see the attached table with the information you have requested.

reference	Title	description	url	published date	title of framework used	further framework info (e.g., link to framework Contract Finder award or CCS RM code)
b0ae95d7-114f-4a27-8a18-453c40e3b3ae_award	SFO/SC C/Licences	SCC licences 1 year	https://www.contractsfinder.service.gov.uk/Notice/b0ae95d7-114f-4a27-8a18-453c40e3b3ae	11 October, 2024	HTE	HTE -011009
e7c38fcd-2071-43a7-8bb5-6a48af81c858_award	SFO/IST/ Software Licences - Contract 1	Egress software licenses	https://www.contractsfinder.service.gov.uk/Notice/e7c38fcd-2071-43a7-8bb5-6a48af81c858	18 October, 2024	G-Cloud 13	RM1557.13
a50a3e82-b9b6-41ad-bbbc-3413c8b49bb2_award	SFO/IST/ Software Licences - Contract 2	Egress Software licenses	https://www.contractsfinder.service.gov.uk/Notice/a50a3e82-b9b6-41ad-bbbc-3413c8b49bb2	18 October, 2024	G-Cloud 13	RM1557.13
d11d121d-3a1c-4371-8057-1c22a3b1bccd_award	SFO-FM-Ridge-Construct ion Consulta nt	Provide services to support architectural space planning	https://www.contractsfinder.service.gov.uk/Notice/d11d121d-3a1c-4371-8057-1c22a3b1bccd	18 February, 2025	Non framework	SFO T&Cs
a0f6cbf5-1d50-4c8b-9d18-31248751a2d6_award	SFO-GB FARRAR - GENERAL CONTRA CT	This is a direct award for the provision of goods and services for Cockspur Street Refurbishment Work	https://www.contractsfinder.service.gov.uk/Notice/a0f6cbf5-1d50-4c8b-9d18-31248751a2d6	18 February, 2025	Non framework	SFO T&Cs
85041846-b070-4edc-b147-426b5a3f72e2_award	SFO-FM-Banner-Office Solutions -CS	Call Off for the Provision of Office Stationery and Electronic Office Supplies.	https://www.contractsfinder.service.gov.uk/Notice/85041846-b070-4edc-b147-426b5a3f72e2	27 January, 2025	CCS Framework	RM6299
ba10b840-340c-4208-bdf5-	SFO-IS&T-Allthorpe-Technical	Call-off support for CMS project.	https://www.contractsfinder.service.gov.uk/Notice/ba10b840-	27 January, 2025	G-Cloud 14	RM1557.14

937fee362628 _award	Consulta nt		340c-4208-bdf5- 937fee362628			
660c7be8- 4c72-4c4f- 81a7- 26099c57c32e _award	SFO- Allthorpe- Benefits and Change Expert	call-off for support on CMS project	https://www.contractsfinder.service.gov.uk/Notice/660c7be8-4c72-4c4f-81a7-26099c57c32e	17 December, 2024	G-Cloud 14	RM1557.14
5187d49d- 0599-4a8c- b41f- f796fe143a00 _award	SFO- Allthorpe- Technical Architect	call-off support for CMS project	https://www.contractsfinder.service.gov.uk/Notice/5187d49d-0599-4a8c-b41f-f796fe143a00	17 December, 2024	G-Cloud 14	RM1557.14
660c7be8- 4c72-4c4f- 81a7- 26099c57c32e _award	SFO- Allthorpe- Benefits and Change Expert	call-off for support on CMS project	https://www.contractsfinder.service.gov.uk/Notice/660c7be8-4c72-4c4f-81a7-26099c57c32e	17 December, 2024	G-Cloud 14	RM1557.14
5187d49d- 0599-4a8c- b41f- f796fe143a00 _award	SFO- Allthorpe- Technical Architect	call-off support for CMS project	https://www.contractsfinder.service.gov.uk/Notice/5187d49d-0599-4a8c-b41f-f796fe143a00	17 December, 2024	G-Cloud 14	RM1557.14

Reference: 2025-048

Thank you for your emails in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I am requesting a list and summary of any breaches in GDPR regulation of personal data, protection and usage; data losses; or other data security incidents caused by Generative AI chatbots reported to your department from 01/01/22 and the date this request is processed. When referring to confidential or sensitive government information I am referring to any documentation or information placed into an AI Chatbot that was not intended or not cleared for publication. I also note that when referring to Generative AI Chatbots I am referring to any software application that uses machine learning and natural language processing to interact with users through text or speech.

Please could I received the following:

- 1. The number of times confidential or sensitive government information placed into an AI Chatbot has caused a data breach or cyber security incident between 01/01/22 and the day this request is processed. If possible, please include the nature of each incident, the number of individuals affected (if applicable), and any outcomes or remedial actions taken.**
- 2. The number of times personal or private information placed into an AI Chatbot has caused a breach in GDPR regulation between 01/01/22 and the day this request is processed. If possible, please include the nature of each incident, the number of individuals affected (if applicable), and any outcomes or remedial actions taken.**
- 3. Which AI Chatbot tool the departments allows civil servants and ministers to use, or if applicable any bespoke AI Chabot the department uses.**

Response

The SFO does not hold this information.

There have been no breaches of any GDPR regulations from 1 January 2022 to the date of this request.

Reference: 2025-049

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I am requesting the number of department computers or laptops running on legacy IT systems. Please provide the following:

1. The number of department computing devices, including laptops, desktops, and tablets, that are running on PC Windows versions: a) Windows 11 23H2, b) Windows 10 22H2, c) Windows 8.1, d) Windows 7, e) Windows XP/Vista.
2. The number of department computing devices, including laptops, desktops, and tablets, that are running on Windows Server versions: a) Windows Server 2022 , b) Windows Server 2016, c) Windows Server 2012/R2, d) Windows Server 2008/R2, e) Windows Server 2003/R2, f) Windows Server 2000, g) Windows NT 4.0 Server.
3. The number of department computer devices, including laptops, desktops, and tablets, that are running on Apple macOS Server versions: a) macOS Server 5.12.2, b) macOS Server 5.10-5.11, c) macOS Server 5.0-5.5, d) or earlier versions.
4. The number of department computer devices, including laptops, desktops, and tablets, that are running on Apple macOS versions for desktop and laptops: a) macOS 14, b) macOS 12, c) macOS 10.13, d) or earlier versions.

Response

We confirm that we hold this information. However, this is exempt from release under section 31(1) of the FOIA.

Section 31(1)(a), (b), and (c) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

- (a) the prevention or detection of crime,*
- (b) the apprehension or prosecution of offenders,*
- (c) the administration of justice:*

How the exemption is engaged

As a law enforcement agency, the Serious Fraud Office (SFO) holds highly sensitive information which is of interest to others, including those we investigate. Releasing detailed information about the SFO's IT systems and tools could therefore compromise our ability to protect SFO investigative material and information systems, thereby prejudicing the interests at (a), (b), and (c) above.

Public interest test

Sections 31(a), (b), and (c) are qualified exemptions and require consideration of whether, in all the circumstances of the case, the public interest in exempting this data outweighs the

public interest in disclosing it. More information about exemptions in general and the public interest test is available on the ICO's website at www.ico.org.uk.

It is recognised that there is a general public interest in publicising information about the SFO, so that the public knows that serious fraud, bribery, and corruption are being investigated and prosecuted effectively, and so that the public can be reassured about the general conduct of our organisation and how public money is spent.

However, having considered the public interest in releasing this information, we consider that the stronger interest lies in maintaining these exemptions of the FOIA. Primarily, the risk that this information could pose to the SFO's security systems against which it is essential to safeguard given the highly sensitive nature of the information held as a law enforcement agency. Releasing sensitive information regarding IT systems risk compromising the SFO's ability to provide and maintain data security for the cases at pre-investigation, investigation, prosecution stages and beyond.

Having considered the opposing arguments, I believe that the stronger public interest lies in exempting the information from release.

Reference: 2025-050

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

Please detail the number of email attacks blocked by your organisation, broken down by spam, phishing, malware and edge block, each year for the past three years from May to April.

E.g.

May 2025 - April 2024:

- **250,000 total email attacks blocked**
 - o **100,000 spam emails blocked**
 - o **75,000 phishing emails blocked**
 - o **50,000 malware emails blocked**
 - o **25,000 edge block emails blocked**

Response

We confirm that we hold this information. However, this is exempt from release under section 31(1) of the FOIA.

Section 31(1)(a), (b), and (c) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

- (a) the prevention or detection of crime,*
- (b) the apprehension or prosecution of offenders,*
- (c) the administration of justice:*

How the exemption is engaged

As a law enforcement agency, the Serious Fraud Office (SFO) holds highly sensitive information which is of interest to others, including those we investigate. A breakdown of the number of malicious attacks could assist potential attackers by indicating areas of vulnerabilities for them to target and compromise SFO investigations and systems, thereby prejudicing the interests at (a) and (b) above.

Public interest test

Sections 31(a), (b), and (c) are qualified exemptions and require consideration of whether, in all the circumstances of the case, the public interest in exempting this data outweighs the public interest in disclosing it. More information about exemptions in general and the public interest test is available on the ICO's website at www.ico.org.uk.

It is recognised that there is a general public interest in publicising information about the SFO, so that the public knows that serious fraud, bribery, and corruption are being investigated and prosecuted effectively, and so that the public can be reassured about the general conduct of our organisation and how public money is spent.

However, having considered the public interest in releasing this information, we consider that the stronger interest lies in maintaining these exemptions of the FOIA. Primarily, the risk that

this information could pose to the SFO's security systems against which it is essential to safeguard given the highly sensitive nature of the information held as a law enforcement agency. Releasing sensitive information regarding IT systems risk compromising the SFO's ability to provide and maintain data security for the cases at pre-investigation, investigation, prosecution stages and beyond.

Having considered the opposing arguments, I believe that the stronger public interest lies in exempting the information from release.

Reference: 2025-051

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

How many suspected frauds have been reported to the SFO since 2017.

Response

I can confirm that the SFO does hold the information you have requested. We have received 8655 reports where allegations of fraud have been made.

Reference: 2025-052

Thank you for your letters in which you requested the following information:

“any and all material where SriLankan Airlines and/or any of its subsidiaries was named, particularly at the time that the SFO was in discussion with Airbus SE about the terms of the Deferred Prosecution Agreement to which Airbus SE was made subject”.

Response

I can confirm that we are treating this request as a Freedom of Information Act 2000 (“FOIA”) request. A subject access request is not applicable in this instance as the requester is not an individual but a company.

I can confirm that the SFO does hold the information you have requested. However, we have determined that it would exceed the cost limit to gather the information requested.

Information pertaining to the wider matter has been published on our website here: [SFO Deferred Prosecution Agreement with Airbus - GOV.UK](#).

While the SFO may hold some of the information you have requested, due to the scope of the question we are unable to provide a breakdown of the requested information as it is exempt under section 12 of the FOIA.

How the exemption is engaged

Under section 12 of the FOIA, a public authority does not have to comply with a request for information if complying with the request would exceed the appropriate cost limit, which has been set at £600. A flat rate of £25 per person, per hour, is given for determining whether information is held, finding and retrieving records and extracting the requested information. This means the appropriate limit of £600 will be exceeded if more than 24 hours are required to complete the work, which would be the case in this instance.

In relation to this request, please note that the information pertaining to SriLankan Airlines is not held in one central place. The breadth of information you have requested would require us to review a number of digital locations which hold a very large number of documents potentially within scope. Therefore, the numbers of hours required to identify the requested information would exceed the time limit of 24 hours and this would be of disproportionate cost to the SFO. The determination that your request exceeds the cost limit contained within section 12 has been made after considering these circumstances, which are found to be disproportionate when measured against the the burden this would put on our investigating team and the consequent costs to the SFO to fulfill this request.

As per section 16 of the FOIA, you are entitled to submit a refined request, which may enable us to gather information within the cost limit.

Section 12 is an absolute exemption and therefore does not require consideration of the public interest test.

Reference: 2025-053

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

Could you please confirm:

- 1. Whether [redacted] has been or is currently the subject of any investigations by the SFO.**
- 2. Whether her financial activities or assets have been reviewed by your agency.**

Response

The Serious Fraud Office (SFO) neither confirms nor denies whether it holds information falling within the description specified in your request. The duty in Section 1(1)(a) of the FOIA does not apply, by virtue of sections 30(3) and 31(3) of that Act. Nothing in my reply should be taken as an indication that the information you requested is or is not held by the SFO.

Section 30 (3) provides that:

The duty to confirm or deny does not arise in relation to information which is (or if it were held by the public authority would be) exempt information by virtue of subsection (1) or (2).

Section 30 (1) provides that:

(1) Information held by a public authority is exempt information if it has at any time been held by the authority for the purposes of—

(a) any investigation which the public authority has a duty to conduct with a view to it being ascertained—

(i) whether a person should be charged with an offence, or

(ii) whether a person charged with an offence is guilty of it,

(b) any investigation which is conducted by the authority and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct, or

(c) any criminal proceedings which the authority has power to conduct.

Section 31(3) provides that:

The duty to confirm or deny does not arise if, or to the extent that compliance with section 1(1)(a) would or would be likely to, prejudice any of the matters mentioned in subsection (1).

Section 31(1)(a)-(c) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

(a) the prevention or detection of crime,

(b) the apprehension or prosecution of offenders,

(c) the administration of justice.

How the exemptions are engaged

Section 30(1) exempts any information held by a public authority if it has at any time been held by the authority for the purposes of (b) any investigation which is conducted by the authority, and in the circumstances may lead to a decision by the authority to institute criminal

proceedings which the authority has power to conduct. Section 30(3) allows the respondent to “neither confirm nor deny” whether any information is held in relation to the question where the requested information, if held, is described by section 30(1).

It is clear that your questions relate to information that you believe may be held by the SFO for the purposes of criminal investigations, as set out in section 30(1)(b), meaning the SFO must neither confirm nor deny whether the information is held in accordance with section 30 of the FOIA (2000).

Section 31 permits the exemption of information from release when the “disclosure of which would, or would be likely to, prejudice certain specified law enforcement matters”. This exemption is engaged in this response because of the prejudice or likely prejudice caused by the cumulative effect of disclosing information in response to a series of requests of a similar nature (the ‘precedent effect’).

The SFO investigates and prosecutes only the most serious or complex fraud, bribery and corruption. We have a relatively small caseload and routinely disclosing information about our intelligence processes risks creating an increasingly detailed picture of how the SFO decides to deploy its resources.

The SFO routinely publishes its Annual Report and Accounts, and appropriate information regarding active cases and new investigations can be found there. To release details that go beyond this already disclosed information would set a precedent that could risk our operational integrity.

The public interest test

Sections 30(3) and 31(3) are qualified exemptions and require consideration of whether, in all the circumstances of the case, the public interest in maintaining the exclusion of the duty to confirm or deny outweighs the public interest in disclosing whether the public authority holds the information. More information about exemptions in general and the public interest test is available on the ICO’s website at www.ico.org.uk. It is recognised that there is a general public interest in publicising the work of the SFO, so that the public knows that serious fraud, bribery and corruption are being investigated and prosecuted effectively and so that the public can be reassured about the general conduct of our organisation and how public money is spent.

However, it is also recognised that it is in the public interest to safeguard the investigatory process and that investigating bodies should be afforded the space to determine the course of an investigation. On some occasions, releasing information about what is held or not held by law enforcement bodies would be detrimental to that process. To confirm or deny whether the information you have requested is held would, for reasons outlined earlier, be likely to prejudice the SFO’s conduct of an ongoing criminal investigation/ability to tackle and prevent serious crime. This would not be in the public interest as the right of access to information should not undermine the investigation and prosecution of criminal matters.

Having considered the opposing arguments, I am of the view that the benefits of confirming whether or not the information is held are outweighed by the disbenefits and thus the public interest favours maintaining the exclusion of the duty to confirm or deny whether information is held.

Reference: 2025-054

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

1. Does your department/public body know what its ethnicity pay gap was for the reporting years April 2023 to 31 March 2024, April 2022 to 31 March 2023 or April 2021 to May 2022, please?

1a. If it did monitor the ethnicity pay gap in any or all of these years, please share the results with me. (For the avoidance of doubt, I want to know what the ethnicity pay gaps were for these years. Please provide me with any written outcomes of this monitoring, even if these are internal documents.)

2. Is your department/public body currently monitoring its ethnicity pay gap for the April 2025 to March 2026 reporting period, please?

2a. If it is monitoring this, does it currently intend to publish the results?

3. How many FTE employees currently work for your department/ non-governmental public body?

3a. If possible, please provide an ethnicity breakdown for these employees.

Response

Questions 1, 1a, 2, 2a, and 3a

The SFO does not hold information in the format you have requested.

Question 3

I can confirm that the SFO does hold the information you have requested.

You will be able to find the information on the SFO website in our Annual Reports and Accounts (ARA) here: [Annual Report & Accounts 2023-24 - GOV.UK](#). For information from previous years, please visit the National Archive website: [Archive Timeline - UK Government Web Archive](#).

Reference: 2025-055

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I would like to look over the data on how many public sector contracts have been dropped by Government departments due to the contractor not following through on ESG (Environmental, Social and Governance) commitments. I would like to know the number of contracts (if any) your department has terminated or not extended due to the provider failing on its ESG commitments? For example, failing to produce a Carbon Reduction Plan.

Please provide data broken down by year for each of the five years, with a year-end of March 31. If you are not able to provide a year-end of March 31, please provide whatever year-end you use internally. If you cannot provide five years of data, please provide four years of data. If you cannot provide four years of data, please provide three years of data. If you cannot provide three years of data, please provide two years of data. If you cannot provide two years of data, please provide one year of data.

Response

The SFO does not hold this information. The SFO has never had to terminate or not extend a contract due to a provider failing on its ESG commitments.

Reference: 2025-056

Thank you for your email dated 1 May 2025 in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

- 1. Total number of cases currently open with the SFO (limited to the organisations people can ask for information).**
- 2. For those cases, the average duration (in days) between opening and either closure or the present date.**
- 3. Within the defence sector, please provide separately for:**
 - **DSTL: number of open cases and average duration (in days)**
 - **DASA: number of open cases and average duration (in days).**
 - **MoD generally (including but not limited to Dstl and DASA): number of open cases and average duration (in days).**
- 4. For each calendar year from 1 January 2015 to 31 December 2024, please provide:**
 - a) Number of MoD-related cases closed by the SFO, and their average duration (in days).**
 - b) Number of DSTL-related cases closed, and their average duration (in days).**
 - c) Number of DASA-related cases closed, and their average duration (in days).**
 - d) For DSTL and DASA only, the percentage of those closed cases which resulted in prosecution.**

Response

The Serious Fraud Office (SFO) can confirm it holds some of the data requested.

Questions 1 & 2

You will be able to find the information on the SFO website in our Annual Reports and Accounts (ARA) here: [Annual Report & Accounts 2023-24 - GOV.UK](#). For information from previous years, please visit the National Archive website: [Archive Timeline - UK Government Web Archive](#).

Questions 3 and 4

Please see the publicly available information on the SFO website: [Former MoD official convicted for taking £70k in secret kickbacks - GOV.UK](#).

In relation to any further information pursuant to questions 3 and 4, the SFO neither confirms nor denies whether it holds information falling within the description specified in your request. The duty in Section 1(1)(a) of the FOIA does not apply, by virtue of sections 30(3) and 31(3) of that Act. Nothing in my reply should be taken as an indication that this further information is or is not held by the SFO.

Section 30 (3) provides that:

The duty to confirm or deny does not arise in relation to information which is (or if it were held by the public authority would be) exempt information by virtue of subsection (1) or (2).

Section 30 (1) provides that:

(1) Information held by a public authority is exempt information if it has at any time been held by the authority for the purposes of—

(a) any investigation which the public authority has a duty to conduct with a view to it being ascertained—

(i) whether a person should be charged with an offence, or

(ii) whether a person charged with an offence is guilty of it,

(b) any investigation which is conducted by the authority and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct, or

(c) any criminal proceedings which the authority has power to conduct.

Section 31(3) provides that:

The duty to confirm or deny does not arise if, or to the extent that compliance with section 1(1)(a) would or would be likely to, prejudice any of the matters mentioned in subsection (1).

Section 31(1)(a)-(c) provides that:

Information which is not exempt information by virtue of section 30 is exempt information if its disclosure under this Act would, or would be likely to, prejudice—

(a) the prevention or detection of crime,

(b) the apprehension or prosecution of offenders,

(c) the administration of justice.

How the exemptions are engaged

Section 30(1) exempts any information held by a public authority if it has at any time been held by the authority for the purposes of (b) any investigation which is conducted by the authority, and in the circumstances may lead to a decision by the authority to institute criminal proceedings which the authority has power to conduct. Section 30(3) allows the respondent to “neither confirm nor deny” whether any information is held in relation to the question where the requested information, if held, is described by section 30(1).

It is clear that your questions relate to information that you believe may be held by the SFO for the purposes of criminal investigations, as set out in section 30(1)(b), meaning the SFO must neither confirm nor deny whether the information is held in accordance with section 30 of the FOIA (2000).

Section 31 permits the exemption of information from release when the “disclosure of which would, or would be likely to, prejudice certain specified law enforcement matters”. This exemption is engaged in this response because of the prejudice or likely prejudice caused by the cumulative effect of disclosing information in response to a series of requests of a similar nature (the ‘precedent effect’).

The SFO investigates and prosecutes only the most serious or complex fraud, bribery and corruption. We have a relatively small caseload and routinely disclosing information about our intelligence processes risks creating an increasingly detailed picture of how the SFO decides to deploy its resources. The SFO routinely publishes its Annual Report and Accounts, and appropriate information regarding active cases and new investigations can be found there. To

release details that go beyond this already disclosed information would set a precedent that could risk our operational integrity.

The public interest test

Sections 30(3) and 31(3) are qualified exemptions and require consideration of whether, in all the circumstances of the case, the public interest in maintaining the exclusion of the duty to confirm or deny outweighs the public interest in disclosing whether the public authority holds the information. More information about exemptions in general and the public interest test is available on the ICO's website at www.ico.org.uk.

It is recognised that there is a general public interest in publicising the work of the SFO, so that the public knows that serious fraud, bribery and corruption are being investigated and prosecuted effectively and so that the public can be reassured about the general conduct of our organisation and how public money is spent.

However, it is also recognised that it is in the public interest to safeguard the investigatory process and that investigating bodies should be afforded the space to determine the course of an investigation. On some occasions, releasing information about what is held or not held by law enforcement bodies would be detrimental to that process. To confirm or deny whether the information you have requested is held would, for reasons outlined earlier, be likely to prejudice the SFO's conduct of an ongoing criminal investigation/ability to tackle and prevent serious crime. This would not be in the public interest as the right of access to information should not undermine the investigation and prosecution of criminal matters.

Having considered the opposing arguments, I am of the view that the benefits of confirming whether or not the information is held are outweighed by the disbenefits and thus the public interest favours maintaining the exclusion of the duty to confirm or deny whether information is held.

Reference: 2025-057

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

I am requesting a list of all breaches in GDPR regulation of personal data, protection and usage; data losses; or other data security incidents that have been reported to your department. For each personal data incident that occurred between 01/01/22 and the date this request is processed please provide:

- 1. The date and time the personal data incident occurred.**
- 2. If applicable, the date and time the personal data incident was reported to the ICO.**
- 3. If applicable, a copy of the notification document created when the personal data breach was reported to the ICO.**
- 4. A copy of any documentation containing the outcome or remedies of the personal data breach, including those reported to ICO.**
- 5. Whether those directly concerned in the personal data breach were informed.**

Response

I can confirm that the SFO does not hold this information as there were no GDPR breaches in the timeframe you have requested. For future reference, personal data breaches are published in SFO Annual Reports and Accounts under Corporate Governance Report.

Reference: 2025-058

Thank you for your email in which you requested the following information under the Freedom of Information Act 2000 (FOIA):

Please could you provide the following information:

- 1. The number of inward secondments from technology and AI companies that have worked in your department during the period from 05/07/2024 to the present.**
- 2. For each of these secondments during this period, please provide:**
 - a) The organisation the individual was seconded from**
 - b) The date they commenced their secondment**
 - c) The date they concluded/will conclude their secondment**
 - d) Whether your department paid the secondee/reimbursed their organisation.**
 - e) A brief summary of the remit of the secondee.**

Response

I can confirm that the SFO does not hold the information you have requested as we have had no secondments from technology or AI companies.

Reference: 2024-031 & IC-320774-C9H9

The ICO's decision notice of 30 April 2025 found that the SFO should provide information responsive to questions 1(a) and 3 of your original request on **2 May 2024**, which sought:

In a statement in response to recent reporting, the SFO confirmed it was informing defendants in all affected cases about issues with OpenText Axcelerate.

1. Please confirm (a) the number of defendants that have been informed

The reporting further suggests cases involving Autonomy Introspect are being reviewed.

3. Please confirm the number of cases being reviewed.

As per our obligations under FOIA, our responses contain information which is accurate up to the date of your original request (2 May 2024).

Response

Question 1(a)

Up to the date of your original request, the number of defendants who had been informed was seven.

Question 3

Up to the date of your original request, the number of cases being reviewed for the Autonomy issue was 55.